

EXHIBIT C

**Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management
for Island wide Sewer Collection/Transmission System Repair, Rehabilitation and Replacement
Project No S 22-02 BND**

Task Order No. 02 Capacity Assurance Projects, CCTV Inspections, Cleaning, Hydraulic Analysis, and Design

**Table 1: Fee Summary (100% Replacement)
09/20/24**

Table 1: Fee Summary (100% Replacement)

Task No.	Task Name	Fee 09/03/24	Amended Fee 09/20/24	Delta	Delta %
	Base Services				
1	Task Order Management	\$356,585.20	\$356,585.20	\$0.00	0.00%
2	Mangilao Route 10 Sewer Mainline & Manhole Inspection (Capacity Assurance Project)- CCTV	\$196,355.08	\$138,815.88	-\$57,539.20	-29.30%
3	Northern District Route 1 Sewer Mainline & Manhole Inspection (Capacity Assurance Project) - CCTV	\$485,075.87	\$498,808.87	\$13,733.00	2.83%
4	Yigo & Dededo Sewer Mainline & Manhole Inspection (Acute Defects Project) - CCTV	\$165,036.96	\$173,117.70	\$8,080.74	4.90%
5	Gravity Main & Manhole Assessments & Report	\$501,316.61	\$451,167.77	-\$50,148.84	-10.00%
17	Ypao Pump Station Assessment & Design (Pump Station Priority Project)	\$1,026,373.86	\$990,619.59	-\$35,754.27	-3.48%
18	Mamajanao Pump Station Assessment & Design (Pump Station Priority Project)	\$1,076,057.23	\$988,459.16	-\$87,598.07	-8.14%
	GRT (5.26%)	\$200,237.72	\$189,232.40	-\$11,005.32	-5.50%
	Total	\$4,007,038.53	\$3,786,806.57	-\$220,231.96	-5.50%
	Optional Services				
6	Flow Monitoring Support (T&M)	\$23,750.71	\$23,750.71	\$0.00	0.00%
7	Gravity Main Repair, Rehabilitation, & Replacement Program - Work Plan (T&M)	\$245,049.59	\$23,750.71	-\$221,298.88	-90.31%
8	Gravity Main Repair, Rehabilitation, & Replacement Program - Annual Evaluation Support (T&M)	\$23,750.71	\$23,750.71	\$0.00	0.00%
9	Long-Term Gravity Plan Support (T&M)	\$23,750.71	\$23,750.71	\$0.00	0.00%
10	Capacity Evaluation Support (T&M)	\$47,501.43	\$47,501.43	\$0.00	0.00%
11	Mangilao Route 10 Design (Capacity Assurance Project)	\$819,427.41	\$2,860,629.62	-\$165,036.18	-5.45%
12	Northern District Route 1 Design (Capacity Assurance Project)	\$2,206,238.39			
13	Yigo & Dededo Design (Acute Defect Projects)	\$1,557,156.84	\$1,557,156.84	\$0.00	0.00%
14	Capacity Assurance Flow Model Support (T&M)	\$23,750.71	\$23,750.71	\$0.00	0.00%
15	Barrigada Force Main Assessment & Design (Force Main Non-Priority Project)	\$1,054,729.33	\$1,027,668.64	-\$27,060.69	-2.57%
16	Barrigada Pump Station Assessment & Design (Pump Station Non-Priority Project)	\$1,004,522.10	\$990,334.95	-\$14,187.15	-1.41%
	GRT (5.26%)	\$369,758.43	\$347,267.57	-\$22,490.86	-6.08%
	Total	\$7,399,386.36	\$6,949,312.60	-\$450,073.76	-6.08%



Issues for Decision

Resolution No. 05-FY2025

Relative to Approval of Amendment for the Indefinite Delivery/Indefinite Quantity Professional Project/Construction Management Services Contract for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project for AECOM Technical Services, Inc.

What is the project's objective and is it necessary and urgent?

On August 9, 2024, GWA entered into a Partial Consent Decree (PCD) with USEPA under the Clean Water Act (CWA). To meet the time-sensitive requirements of the PCD, GWA has negotiated with AECOM to perform assessments of sewer main lines (SML) and pump stations (PS) in high-priority areas across the island, along with preliminary design work.

These projects are necessary and urgent in order to enhance the sewer collection and transmission system, safeguard human and environmental health, and ensure compliance with the deadlines established in the PCD.

This resolution seeks to amend the contract awarded under RFP-06-ENG-2022, for the Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement. The contract was awarded to AECOM on June 26, 2024. This RFP was a multiple-award procurement, and AECOM was one of two firms selected to provide services under the contract.

At the time of the award, the total contract value for Task Order No. 1 was below \$1 million, therefore, it did not necessitate CCU approval. However, GWA management is now seeking CCU approval for Amendment No. 1, which expands the scope of Task Order No. 1 and introduces Task Order No. 2. The expanded scope and additional task order have increased the overall contract value to over \$1 million, triggering the requirement for CCU approval.

This amendment includes an additional constructability review and Construction Management services for the Dungca Beach project under Task Order No. 1. The expanded scope covers the replacement of the force main from Bayside Pump Station, erosion control, road stabilization for the service road, additional upsizing of pipes, manhole rehabilitation, and installation of telecommunication conduits.

Task Order No. 2 introduces new key projects required under the PCD. These projects include:

- Route 10 - Condition assessment and design for approximately 3,985 linear feet (0.75 miles) of gravity sewer lines.
- Ypao and Mamajanao Sewer Pump Stations, both of which are high priority pump station projects.
- Dededo Route 1, Capacity Assurance Project - Approximately 20,814 linear feet (3.94 miles) of gravity sewer lines.
- Acute Defects - Approximately 8,974 linear feet (1.70 miles) of gravity sewer lines.

Where is the location?

Project sites will be located throughout central and northern Guam. The additional constructability review and Construction Management services for added scope to the design of the Dungca Beach project is located in Tamuning. The Capacity Assurance and Acute Defect Projects for GWA's gravity lines will be located in villages of Barrigada, Yigo, and Dededo. Additionally, the Condition Assessment and Design Projects for Ypao and Mamajanao Pump Stations will be located in the villages of Tumon and Tamuning.

How much will it cost?

The initial contract award for the Owner-Engineer IDIQ agreement was One Million Dollars (\$1,000,000.00). The negotiated cost for the additional Construction Management services for the Dungca Beach project is Three Hundred Ten Thousand One Hundred Fifty Dollars and Fifty-Six Cents (\$310,150.56). The negotiated work under the Partial Consent Decree (PCD), which will be combined as Task Order No. 2, will cost Three Million Seven Hundred Eighty-Six Thousand Eight Hundred Six Dollars and Fifty-Seven Cents (\$3,786,806.57).

Together, the total increase to the initial contract award amounts to Four Million Ninety-Six Thousand Nine Hundred Fifty-Seven Dollars and Thirteen Cents (\$4,035,054.17).

To execute the expanded scope of both Task Order No. 1 and Task Order No. 2, Amendment No. 1 to the Owner-Engineer IDIQ contract agreement is necessary, increasing the maximum contract amount to Five Million Thirty-Five Thousand Fifty-Four Dollars and Seventeen Cents (\$5,035,054.17).

When will it be completed?

The completion of these projects will depend on site-specific conditions including, the severity of repairs, extent of sewer transmission system replacement, environmental conditions, and permitting requirements, and available funding. The estimated completion time for these projects is two years.

What is the funding source?

The funding for this project is available through bonds identified on GWA's Capital Improvements Plan, grants, and internally funded capital improvement program (IFCIP) funds.

The RFP/BID responses (if applicable):

Six proposals were received in response to RFP-06-ENG-2022. After evaluation, four proposals were considered, and the CIP Wastewater Division requested to award two Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts to meet the project needs.



CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

GWA RESOLUTION NO. 05-FY2025

RELATIVE TO APPROVAL OF AMENDMENT FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY PROFESSIONAL PROJECT/CONSTRUCTION MANAGEMENT SERVICES CONTRACT FOR ISLANDWIDE SEWER COLLECTION/TRANSMISSION SYSTEM REPAIR, REHABILITATION, AND REPLACEMENT PROJECT FOR AECOM TECHNICAL SERVICES, INC.

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities (“CCU”) has plenary authority over financial, contractual, and policy matters relative to the Guam Waterworks Authority (“GWA”); and

WHEREAS, the Guam Waterworks Authority (“GWA”) is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, GWA awarded an Indefinite Delivery – Indefinite Quantity (IDIQ) contract agreement to AECOM Technical Services, Inc. (AECOM) for Project Management/Construction Management services for the Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project (See Exhibit A); and

WHEREAS, as part of the IDIQ contract, GWA awarded AECOM Task Order No. 1 for the Dungca Beach Construction Management services (See Exhibit B) in the amount of Nine Hundred Thirty-Eight Thousand Ninety-Seven Dollars and Four Cents (\$938,097.04); and

WHEREAS, United States Environmental Protection Agency (USPEA) grant funds cover the cost of Task Order No. 1; and

WHEREAS, an amendment to Task Order No. 1 is needed to perform additional constructability review and Construction Management services; and

WHEREAS, Amendment No. 1 to Task Order No. 1 includes additional constructability review and Construction Management services for the Dungca Beach project, covering the replacement of the force main from Bayside Pump Station, erosion control, road stabilization,

1 additional upsizing of pipes, manhole rehabilitation, and the installation of telecommunication
2 conduits; and

3
4 **WHEREAS**, GWA negotiated with AECOM for the additional scope for Amendment
5 No. 1 for Task Order No. 1, for a total amount of Three Hundred Ten Thousand One Hundred
6 Fifty Dollars and Fifty-Six Cents (\$310,150.56) (See Exhibit C); and

7
8 **WHEREAS**, GWA, entered into a Partial Consent Decree (PCD) with the USEPA under
9 the Clean Water Act (CWA) in US District Court of Guam Civil Action No., CV 24-00004,
10 which became effective on August 9, 2024 (See Exhibit D); and

11
12 **WHEREAS**, to meet time sensitive requirements of the PCD, GWA negotiated
13 additional work with AECOM for sewer main line (SML) assessment and preliminary design in
14 high-priority areas in the northern half of the island, as well as pump station (PS) assessment and
15 complete design for high-priority Ypao and Mamajanao Pump Stations; and

16
17 **WHEREAS**, GWA negotiated with AECOM to conduct assessments and preliminary
18 designs for Capacity Assurance Projects in Barrigada and Dededo, as well as to address Acute
19 Defects in Dededo and Yigo, as required by the PCD (sections V.A.15 and V.A.12.a) and
20 outlined in the 2018 Water Resource Master Plan (WRMP), Volume 3, Section 11; and

21
22 **WHEREAS**, GWA also negotiated with AECOM to conduct assessment and design on
23 Ypao and Mamajanao Pump Stations, as both stations are on accelerated timelines as required by
24 the PCD in section V.A.25; and

25
26 **WHEREAS**, the negotiated work under the PCD will be consolidated into Task Order
27 No. 2 for a total amount of Three Million Seven Hundred Eighty-Six Thousand Eight Hundred
28 Six Dollars and Fifty-Seven Cents (\$3,786,806.57) (See Exhibit E); and

29
30 **WHEREAS**, GWA management seeks CCU approval for Amendment No. 1 to the
31 Owner-Engineer Agreement (See Exhibit F) under the IDIQ contract to expand the scope of Task

1 Order No. 1 and introduce a new Task Order No. 2 with AECOM, and to increase funding
2 accordingly to complete the work as outlined above; and

3
4 **WHEREAS**, the total currently approved IDIQ contract agreement amount is One
5 Million Dollars (\$1,000,000.00); and

6
7 **WHEREAS**, to execute Amendment No. 1 to Task Order No. 1 and implement Task
8 Order No. 2, an amendment to the Owner-Engineer IDIQ contract is required to increase the
9 maximum contract amount by Four Million Ninety-Six Thousand Nine Hundred Fifty-Seven
10 Dollars and Thirteen Cents (\$4,035,054.17); and

11
12 **WHEREAS**, GWA management seeks CCU approval to increase the total IDIQ contract
13 amount by Four Million Thirty-Five Thousand Fifty-Four Dollars and Seventeen Cents
14 (\$4,035,054.17), bringing the new total contract value to Five Million Thirty-Five Thousand
15 Fifty-Four Dollars and Seventeen Cents (\$5,035,054.17), to implement Amendment No. 1 to
16 Task Order No. 1 and execute Task Order No. 2; and

17
18 **WHEREAS**, funding for each Task Order will be sourced from grants, bonds, or IFCIP
19 funds.

20
21 **NOW BE IT THEREFORE RESOLVED**, that the Consolidated Commission on
22 Utilities does hereby approve the following:

- 23 1. The recitals set forth above hereby constitute the findings of the CCU.
- 24 2. The CCU finds that Amendment No. 1 to Task Order No. 1 is necessary to
25 complete the additional scope added to Dungca Beach project.
- 26 3. The CCU finds that Task Order No. 2 is necessary for helping GWA meet the
27 requirements of the Partial Consent Decree.
- 28 4. The CCU hereby approves the funding for Amendment No. 1 to Task Order No.
29 No. 1 for the additional Construction Management services for the Dungca Beach
30 project in the amount of Three Hundred Ten Thousand One Hundred Fifty Dollars
31 and Fifty-Six Cents (\$310,150.56).

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- 5. The CCU hereby approves the funding to add Task Order No. 2 for assessment and design work necessary for the Partial Consent Decree in the amount of Three Million Seven Hundred Eighty-Six Thousand Eight Hundred Six Dollars and Fifty-Seven Cents (\$3,786,806.57).
- 6. The CCU hereby approves increasing the total funding authorization for the IDIQ contract with AECOM Technical Services, Inc. by Four Million Thirty-Five Thousand Fifty-Four Dollars and Seventeen Cents (\$4,035,054.17), for the execution of Amendment No. 1 to the Owner-Engineer Agreement.
- 7. The CCU hereby further approves the total funding authorization for the IDIQ contract with AECOM Technical Services, Inc. to a total amount of Five Million Thirty-Five Thousand Fifty-Four Dollars and Seventeen Cents (\$5,035,054.17).
- 8. The CCU hereby further approves the use of Grant, Bond, or IFCIP funds to fund the IDIQ contract, Amendment No. 1.
- 9. GWA management is hereby authorized to seek PUC approval, if required, for Amendment No. 1 to the Owner-Engineer IDIQ Contract as the funding sources will include bond funding exceeding One Million Dollars (\$1,000,000.00).

RESOLVED, that the Chairman certified and the Board Secretary attests to the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 22nd day of October, 2024.

Certified by:

Attested by:

JOSEPH T. DUENAS

PEDRO ROY MARTINEZ

Chairperson

Secretary

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Exhibit A

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

**Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction
Management for Islandwide Sewer Collection/Transmission System
Repair, Rehabilitation, and Replacement Project
Project No. S22-02-BND**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date of the Agreement”) between

_____ **Guam Waterworks Authority** (“Owner”) and

_____ **AECOM Technical Services, Inc.** (“Engineer”).

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects related to Owner’s Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement Project, Project No. S22-02-BND. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. The services to be provided or furnished by Engineer under this contract shall be to provide design, construction management, and project management services for sewer collection/transmission system projects in accordance with duly executed Task Orders.

Owner will compensate Engineer for services provided under this contract at rates in accordance with duly executed Task Orders.

The Fee Proposal for Task Order #1 is ATTACHED AS APPENDIX A

Unless specified in a task order or amendment, the total budgeted amount will be a not to exceed maximum amount and compensation will be on a time and materials basis for completed work.

- B. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

- D. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt of a complete invoice.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of complete Engineer's invoice, then:

1. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices*: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes*: If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.
- E. *Complete Invoice per Article 7 (8)*: It is the Engineer's responsibility to submit complete invoices. Any incomplete invoice is subject to delay of payment.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's design, technical knowledge, construction management experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care*: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer

makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services., Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. For Construction Management Services: Engineer as the construction manager for GWA shall meet the requirements in the construction management definition. The Engineer shall not supervise, direct, control,

or have authority over the Constructor's work. Notwithstanding the foregoing, Engineer has the responsibility to observe and monitor the Constructor's work and Site conditions for compliance with the approved design and the Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Upon consultation with and concurrence by GWA, Engineer shall be responsible to issue directives and corrective action notices for the acts or omissions of any Constructor. Engineer shall not be responsible for the acts of omissions of any Constructor.

For Project Management Services: The Engineer as the project manager for GWA shall manage projects and contracts, provide project management oversight, and provide technical subject matter expertise, on behalf of GWA upon receiving concurrence from GWA.

The Owner has discretion to identify the Engineer as the project manager, construction manager, or both, as defined in the Task Order.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer as the Construction/Project Manager for GWA shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants as defined in the Scope of Services and Task Order.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design With Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order as well all duties required in performance of the Engineer as the Construction/Project Manager as defined in the Scope of Work and/or Task Order. With the exception of such expressly required services described in the Scope of Work, the Engineer and Construction/Project Manager shall have design, Shop Drawing review, or other obligations during construction, and review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during

construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be included as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project(s) as defined in the Scope of Services and Task Order.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, umbrella or excess liability and professional liability and other insurance necessary to protect Owner's' and Engineer's' interests in the Specific Project(s) defined in the Scope of Services and Task Order. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance, and applicable endorsements and policies evidencing the coverages indicated in Exhibit G. Such certificates, and endorsements and policies shall be furnished promptly within 7 working days after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project(s) defined in the Scope of Services and Task Order, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision and endorsement that the coverage afforded for the work will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:
1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of the government or GWA by giving 30 days written notice of the termination to Engineer specifying the part of the contract terminated and when termination become effective. The Engineer shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Engineer will stop work to the extent specified. Engineer shall also terminate outstanding orders and subcontracts as they relate to the terminated work. If applicable, Engineer

must complete the work not terminated by the notice of termination and may continue to incur obligations as are necessary to do so.

- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
 - 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws of the Territory of Guam.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in Exhibit L to Engineer, exist at or adjacent to the Site.
 2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
 3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
 4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
 5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
 6. Owner acknowledges that Engineer is performing professional services and construction/project management services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined

in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom except as expressly stated otherwise in this agreement and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's

request, Engineer shall provide a copy of any such item to Owner at cost. Upon completion of each Task Order, Engineer shall submit to Owner one electronic copy and upon Owner's request one hard copy, of all documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's work product related to its performance under the Task Order at time of final invoice of the Task Order.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Completed Invoice* – The invoice(s) for Task Orders with non-Lump Sum compensation shall be fully detailed for the rendered services for the indicated period and supported by appropriate proof of documentation including daily reports, timesheets approved and signed by the Engineer’s representative and the original receipts for any reimbursable expenses. Owner shall pay against the original invoices. All must be accompanied by applicable tax documentation, if any.
9. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

12. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
14. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. *Construction Management*—Represent the owner's interest and provide technical expertise in the oversight of the project, directly for the owner. Primary duties shall be to provide oversight supervision of a construction site and contractor activities at a construction site to meet a project's goals, plans, specifications, schedules, and safety standards as defined in the Task Order.
16. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project(s), including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
17. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
18. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
19. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
20. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
21. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
22. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
23. *Engineer*—The individual or entity named as such in this Agreement.

24. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
27. *Project Management*—Oversight of a Specific project(s) on behalf of the Owner,, typically from the initial design to final completion, including oversight of construction management. The project manager represents the owner's interests and provides administrative and technical expertise to meet project goals, budgets, and schedules.
28. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
29. *Owner's Project Representative*—The authorized representative of the Owner assigned to assist the Owner at the Site. As used herein, the term Owner's Project Representative or "OPR" includes any assistants or field staff of Owner's Project Representative.
30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
32. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
33. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
34. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

35. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
36. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
37. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
38. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
39. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
40. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
41. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Suggested Form of Task Order

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

- A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order
- B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Owner's Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.
- L. Exhibit L, Disclosure of Known Constituents of Concerns. This Exhibit is applicable to all Task Orders.

8.03 *Total Agreement*

- A. This Agreement (together with the Appendices, Attachment, and any Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented,

modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: Guam Waterworks Authority
By: [Signature]
Print Name: MIGUEL C. BORDALLO, P.E.
Title: General Manager

ENGINEER: AECOM Technical Services, Inc.
By: [Signature]
Print Name: MARTIN NAKASONE
Title: VP Area Manager, Hawaii-Pacific Island
Date Signed: 21 May 2024

Engineer License or Firm's Certificate No. (if required):
State of:
Date Signed:

Date Signed: 2024. 10. 24

Address for Owner's receipt of notices:
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

Address for Engineer's receipt of notices:

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Title:

Title:

Phone Number:

Phone Number:

Certified Funds Available:

Approved as to Form: NOTE: Transmitted to OAG on 4/5/2024. AG review complete via email on 4/29/2024. r

By: [Signature]
TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer zone chief

By: [Signature]
THERESA G. ROJAS, ESQ.
GWA Legal Counsel

Contract Amount: \$ To be determined per Task Order \$ 1,000,000.00
Contingency: \$ Yes
Amount Certified: \$ To be determined per Task Order \$ 1,000,000.00
Funding Source: Yes To be determined per Task Order 10/10 PLACEHOLDER ACCOUNT

**ATTACHMENT 1
TASK ORDER FORM**

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for
Islandwide Sewer Collection/Transmission System
Repair, Rehabilitation, and Replacement Project
Project No. S22-02-BND

Task Order No. [], consisting of ___ pages.

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner: Guam Waterworks Authority
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
SEE ATTACHED SCOPE OF WORK DATED _____, EXHIBIT A.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

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and American Society of Civil Engineers. All rights reserved.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Party	Action	Schedule
Engineer	Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or

	requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$([])	[]
a. Study and Report Phase (A1.01)	\$([])	[]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$([])	[]
c. Bidding or Negotiating Phase (A1.04)	\$([])	[]
d. Construction Phase (A1.05)*	\$([])	[]
e. Owner's Project Representative Services* (A1.05.A.2).	\$([])	[]
f. Post-Construction Phase (A1.06)	\$([])	[]
g. Commissioning Phase (A1.07)	\$([])	[]
h. Other Services (see A1.08, and 2.D above)	\$([])	[]
TOTAL COMPENSATION (lines 1.a-h)	\$([])	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[]

*Based on a [] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: (Complete if applicable OR indicated "NOT APPLICABLE.")

8. Other Modifications to Agreement and Exhibits: (Complete if applicable OR indicated "NOT APPLICABLE.")

9. Attachments: (Complete if applicable OR indicated "NOT APPLICABLE.")

10. Other Documents Incorporated by Reference: (Complete if applicable OR indicated "NOT APPLICABLE.")

11. Terms and Conditions (Complete if applicable OR indicated "NOT APPLICABLE.")

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [].

OWNER: Guam Waterworks Authority

ENGINEER:

By: _____

By: _____

Print Name: MIGUEL C. BORDALLO, P.E.

Print Name: _____

Title: General Manager

Title: _____

Engineer License or Firm's Certificate No. (if required): _____
State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail Address: _____

Email Address: _____

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and American Society of Civil Engineers. All rights reserved.

Phone: _____

Phone: _____

Engineering Department Approval:

By: _____
JEANET B. OWENS, P.E.
GWA Asst. General Manager of Engineering

Certified Funds Available:

By: _____
TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer

Approved as to Form:

By: _____
THERESA G. ROJAS, ESQ.
GWA Legal Counsel

This is **EXHIBIT A**, consisting of [] pages,
referred to in and part of the **Task Order** dated [].

Engineer's Services for Task Order

NOTE: The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.

PART 1—BASIC SERVICES

A1.00 Engineer's Scope of Services and Fee Proposal - attached

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

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4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall

submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.

15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract,

2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
 10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. As Basic Services, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 Bidding or Negotiating Phase

- A. As Basic Services, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

- A. As Basic Services, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Owner's Project Representative (OPR):* Provide the services of an OPR at the Site to assist the Owner and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the OPR are as set forth in Exhibit D. The furnishing of such OPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an OPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Owner's Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Owner's Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Owner's Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have

control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept*: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations*: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

17. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents

(subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable

(subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Owner's Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

3. Prepare operation and maintenance manuals.
4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

Exhibit B– Owner's Responsibilities

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- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
- a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B— Owner's Responsibilities

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20. Perform or provide the following: *[Here list any additional Owner responsibilities] If there are "NONE" should indicate "NONE" or "NOT APPLICABLE."*

This is **EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 - 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 Explanation of Compensation Methods

A. Lump Sum

- 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
- 2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
- 3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [] **[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]**
- 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

5. The basis of any adjustment under this Article may be included at the request of the Owner, cost and pricing data pursuant to 2 GAR §3118 and will also be subject to 2 GAR §5107 Fiscal Responsibility.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).

5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.

C2.03 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [1.1].
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [].
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 Serving as a Witness

- A. SECTION DELETED / NOT USED

C2.05 Other Provisions Concerning Payment

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated [].

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	____/page
Copies of Drawings	____/sq. ft.
Mileage (auto)	____/mile
Air Transportation	at cost
CAD Charge	____/hour
Laboratory Testing	at cost
Health and Safety Level D	____/day
Health and Safety Level C	____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	\$ ____/hour
Billing Class VII	\$ ____/hour
Billing Class VI	\$ ____/hour
Billing Class V	\$ ____/hour
Billing Class IV	\$ ____/hour
Billing Class III	\$ ____/hour
Billing Class II	\$ ____/hour
Billing Class I	\$ ____/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

This is **EXHIBIT D**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

**Schedule of Duties, Responsibilities, and Limitations of Authority of Owner's Project Representative
(NOT USED)**

Exhibit D – Duties, Responsibilities, and Limitations of Authority of Owner's Project Representative
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This is **EXHIBIT E**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

**Construction Cost Limit
(NOT USED)**

This is **EXHIBIT G**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability –
 - 1) Bodily injury, each accident: \$100,000
 - 2) Bodily injury by disease, each employee: \$100,000
 - 3) Bodily injury/disease, aggregate: \$200,000 _____
- c. General Liability –
 - 1) Each Occurrence
(Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$2,000,000
 - 2) General Aggregate: \$4,000,000 _____
- e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$500,000
- f. Professional Liability –
 - 1) Each Claim Made: \$2,000,000
 - 2) Annual Aggregate: \$4,000,000

To maintain, and cause to maintain throughout the life of the contract and up until the completely constructed, Insurance for the Engineer and the named sub-consultants amounts and types specific

Exhibit G – Insurance

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below which name the Guam Waterworks Authority as an insured for the project in a separate endorsement:

- 1.
- 2.
- 3.

B. Additional Insureds:

1. The following individuals or entities are to be included on Engineer's general liability policies of insurance as additional insureds:

Guam Waterworks Authority

Exhibit G – Insurance

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This is **EXHIBIT I**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$[].

Exhibit I – Limitations of Liability

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This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$[]
- b. Net change for prior amendments: \$[]
- c. This amendment amount: \$[]
- d. Adjusted Task Order amount: \$[]

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

This is **EXHIBIT L**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Disclosure of Known Constituents of Concerns

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties.

L6.10 *Known Constituents of Concerns*

- A. Owner's utility systems can be reasonably expected to contain the following Constituents of Concern: Per- and Poly-fluoroalkyl substances (PFOS/PFOA), Dieldrin, microorganisms, cleaning products, and medicines.
- B. In addition, the following list includes, to the best of Owner's knowledge at date of this Task Order, existing Constituents of Concern at or adjacent to the Site:
 - 1. [Site #1 Name/Location]
 - a. [List all known Constituents of Concern]

APPENDIX A

AECOM Imagine it.
Delivered.

AECOM
414 W. Soledad Avenue
Suite 708
Hagåtña, GU 96910

671.477.8325/6 tel
671.472.8324 fax
www.aecom.com

January 05th, 2024 (Amendment 03)
January 26th, 2023

Mauryn McDonald, P.E.
Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

Attn: Rylma Carino, Project Manager

Re: RFP-06-ENG-2022
Indefinite Delivery Indefinite Quantity (ID/IQ) Professional Project/Construction Management for
Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement;
GWA Project No. S22-02-BND – Dungca Beach Sewer Line Relocation – Phase 1

Ms. McDonald,

AECOM Technical Services, Inc. has prepared the attached revised fee proposal (Amendment 03) for Construction Management Services to the Dungca Beach Sewer Line Relocation – Phase 1 project based upon comments received from GWA staff on Jan 03rd, 2024. Details of the revisions made can be found in the attachments.

We are excited and committed to providing GWA with professional construction management services for this project. If you require any additional information regarding our proposal, please contact our Construction Manager, Bryan Ryley, at 671.477.8326, bryan.ryley@aecom.com.

Thank you for your consideration.

Respectfully,

AECOM Technical Services, Inc.



Martin Nakasone
Area Manager, Hawaii – Pacific Islands
Office: 808.529.7219
Email: martin.nakasone@aecom.com

Attached:
Dungca Beach SOW & Fee Proposal Ammendment_03
Fee Proposal Rates and Schedule Ammendment_03

Guam Waterworks Authority (GWA)
Construction Management Services Scope of Work & Fee Proposal
Dungca Beach sewer Line Relocation – Phase I
GWA Project No. S20-001-EPA
RFP-06-ENG-2022
GWA Project No S22-02-BND
January 05, 2024 (Amendment 03)

I. GENERAL

AECOM, as the Construction Manager (CM) shall provide services relating to the daily field observation, inspection, testing, management, coordination, and compliance monitoring for the Dungca Beach sewer Line Relocation – Phase I.

The project generally consists of the installation of approximately 2,000 linear feet of 8-inch PVC sanitary sewer line, removal, disposal, and abandonment of approximately 2,000 linear feet of 8-inch sanitary sewer and associated manholes, installation of twelve (12) 4-foot diameter sanitary sewer manholes, pothole investigation of existing sewer service laterals at approximately twenty-eight (28) locations, installation of approximately twenty-eight (28) service connections and/or 650 linear feet of 6-inch lateral piping, installation of approximately 300 linear feet of 6-inch PVC water line, reconnecting all branch water lines, service connections and other water appurtenance connections, all required testing and disinfection, trench and site restoration, and providing temporary traffic control as necessary to complete the work. Additional work also includes the video surveillance, recording and reporting of the interior of approximately 300 linear feet of existing gravity sewer piping. Perform Work of Contract according to Conditions of the Contract.

II. PROJECT OVERVIEW

AECOM shall administer the construction contract as the authorized representative of the Guam Waterworks Authority (GWA). Our construction management team shall:

- Verify that all work is accomplished in accord with approved drawings, plans, specifications, and the contract documents.
- Confirm the quality of materials used on the project are in accordance with approved contract documents.

III. TASK AND CM SERVICE REQUIREMENTS

The following tasks are applicable to this project unless otherwise notated.

A. PRE-BID PHASE SERVICES:

Task A1.0 - Pre-bid Conference and Pre-bid Site Visit

The CM shall attend the pre-bid conference and pre-bid site visit.

Task A2.0 - Review the Contractor's pre-qualification packages (excluded)

The CM shall review the Contractor's pre-qualifications packages for general compliance with the contract documents and provide written recommendations to GWA.

Task A3.0 - Constructability Review of the Plans and Specifications

The CM shall perform a constructability review of the design documents. We are not the Engineer of Record (EOR) but as the CM, we will provide redline mark-up of the plans and specifications and annotated comments. The review shall verify that the design is reasonably presented and identify areas of potential construction related conflicts or deficiencies which may lead to substantive changes to the design, schedule, or cost of the project. We will present our review comments to GWA and the EOR for consideration in addressing our comments or suggestions as may be practicable. It is our understanding of the current design documents are 90% and pending final review by GWA. Our goal will be to complete our review in advance of bidding.

Task A4.0 - Review of the Bid Package (excluded)

The CM will review and perform an assessment of the 100% contract bid package to assess their readiness, completeness, and suitability to solicit competitive bids. Written review comments will be provided.

Task A5.0 - DPW Building Permit

The Contractor is responsible for obtaining the building permit. Securing a building permit can be a lengthy process. To advance this effort and minimize the impact to the project schedule, the CM can assist GWA and the EOR in initiating the application process prior to a Contractor being selected by preliminary routing of the permit to the appropriate reviewing agencies. The CM will assist EOR in preparing and submittal of the DPW Building Permit package. We assume the design consultant will provide all required copies of the contract documents (hard or electronic) and supporting studies that are associated with the submittal, review, and processing of the building permit by DPW. The Contractor remains responsible for the cost and finalization of this process.

Task A Deliverables (electronic pdf files and/or hardcopies):

- Pre-Quantifications Recommendations Memo (excluded)
- Constructability Review Comments
- Bid Package Review Comments (excluded)
- Preliminary Routing of Building Permit Application Packet

B. BID PHASE SERVICES:

Task B1.0 - Contract Bidding (excluded)

We will prepare for and conduct the pre-bid conference and site visit(s), manage, and assist the EOR with RFI responses and addendums during the bid period. GWA will provide all printing, assembly, and issuance of the bid packages

Task B2.0 - Bid Review (excluded)

After receipt of construction bid packages, the CM will perform an overall review of the bids received for completeness with a detailed emphasis on the apparent low bidder(s). The CM will work with

GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.

Upon-completion of this process, the CM will provide a technical memorandum summarizing the review and recommendation for award, and/or concurrence of the proposed selected Contractor. Recommendation shall include document review of the performance and payment bonds, and insurance to verify compliance with all bid requirements and procurement regulations, bid analysis, and Contractor selection.

Task B Deliverables (electronic pdf files and/or hardcopies)

- Pre-Bid Conference Agenda **(excluded)**
- Pre-Bid Conference Minutes **(excluded)**
- Pre-Bid RFI Responses **(excluded)**
- Addendums **(excluded)**
- Technical Memorandum(s) – document review, bid analysis, and Contractor selection **(excluded)**

C. PRE-CONSTRUCTION PHASE SERVICES:

Task C1.0 - Project Records & Document Control

The CM shall provide services and tools to verify that the project is efficiently managed and constructed according to the terms of the Contract. The primary function shall be the proper collection and organization of construction documents, gathering data regarding project progresses, producing progress reports, and monitoring time, cost, and quality.

The CM shall use ProCore for the Project Management Information System (PMIS) to track communication, construction, and contract documents. We will initiate and begin to setup and populate the PMIS during the beginning of the bid phase.

- Communication Documents: Correspondence, memos, daily inspector logs for both Contractor and CM, meeting minutes, and all other relevant documentation.
- Construction Documents: RFI's, submittals, testing results, photo logs, special inspection, change orders, corrective actions, punch list, various construction logs, payment applications, and all other relevant documentation.
- Contract Documents: Specifications, drawings, permits, bid documents, contract documents, and all other relevant documentation.

Task C2.0 - Pre-Construction Submittals

The Contractor is required to submit many pre-construction submittals in advance of the Pre-Construction Conference such as the environmental protection plan, performance & payment bonds, schedule of values, construction schedule, Contractor safety plan & QC Program for compliance with the contract documents. We will track the requirements and timing of pre-construction submittals and provide timely review and comments.

Task C2.0 Deliverables (electronic pdf files and/or hardcopies)

- Pre-construction Submittal Register
- Provide training for the GWA, Contractor, and other stakeholders to instruct in uploading of submittals and any other official contract document to the PMIS.

Task C3.0 - Pre-Construction Conference

The CM shall prepare meeting agenda, chair, and provide meeting minutes for the pre- construction conference to be held with the GWA, Contractor, and other stakeholders as may be appropriate. We present and explain contract requirements dealing with mobilization, prosecution of work, safety, environmental protection and historic preservation, payment processing, review and approval of submittals, preparation and updating of the progress schedule, material and equipment testing procedures, inspections, and the role as well as the duties, responsibilities, and chain of communication for the CM, GWA, and the Contractor.

Task C3.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agenda
- Meeting Minutes

D. CONSTRUCTION PHASE SERVICES:

Task D1.0 - Contract Administration

Task D1.1 - Project Meetings: The CM shall schedule, chair, arrange, and conduct conferences and meetings as required to maintain clear communication of the Contract requirements and adherence to project schedules.

Task D1.2 - Weekly Progress Meetings: The CM shall arrange for a weekly progress meeting with the Contractor and GWA to discuss progress of work, Contract requirements, and other issues related to the administration and prosecution of work. The CM shall provide an agenda, prepare meeting minutes for all progress meetings with Contractors, Sub-contractors, GWA, and other appropriate stakeholders. The meeting minutes shall include tracking of action items from week to week until each task has been satisfactory resolved.

Task D1.3 - Special/Stakeholder Coordination Meetings: The CM shall arrange meetings between the Contractor, GWA, and other parties such as GEPA, DPW, GPA, and other stakeholders as necessary to address project issues that require decisions that cannot be made by the CM or to resolve regulatory concerns.

Task D1.4 - Project Coordination: The CM shall coordinate with GWA, the Program Manager, the DOR, and the Contractor. Communicate and coordinate with all stakeholders during the construction phase, including residents/property owners. Notify GWA of any problems with the work or the Contractors.

Task D1.5 - Monthly Status Report: The CM shall prepare and submit a monthly construction summary report to the GWA Chief Engineer or designated project manager. The report shall summarize the previous months weekly progress meetings and include an updated construction schedule.

Task D1.6 - QA/QC and Pre-installation Meetings: The CM shall arrange meetings between the Contractor and CM team and other parties specific to the topic of discussion. These are typically held weekly or as needed to provide clear communication, discuss upcoming construction questions and concerns.

Task D1.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agendas
- Meeting Minutes

Task D1.7 - Project Correspondence: Prepare, distribute, and archive all project correspondence, reports and other documents as required for the proper management of the construction of the project.

Task D1.8 - Progress Photo Log: The CM shall prepare and retain copies of construction progress photos organized by year, month, and day. The photos shall capture the different phases of the project, pre-construction, construction, and post-construction. The photos shall be digital and provided to GWA at the end of the project. This may also include videos as may be appropriate.

Task D2.0 - Preparation and Processing of Payment Estimates

Task D2.1 - Payment Request: The CM shall receive and process payment requests from the Contractor. Payment request will be based on the approved schedule of values and actual work completed. The CM shall also review the Contractor's monthly progress schedule and as-builts. Payment requests shall be reviewed to for compliance with the contract documents, and with the actual work completed. Upon completion of the review, the CM shall provide necessary adjustments, verify, and forward the payment request to GWA for processing of the payment. The CM shall submit a review, recommendation, acceptance, or rejection within five (5) working days of receipt from the Contractor as practicable. We recommend the payment applications be prepared via standard AIA or EJCDC that can be generated in some PMISs.

Task D3.0 - Processing Construction Change Orders

Task D3.1 - Contract Deficiencies: The CM shall discuss potential conflicts or deficiencies with the Contractor on an ongoing basis. We shall notify GWA of any apparent deficiencies in the contract documents or problems raised by the Contractor in the prosecution of work that may lead to material changes in the construction time, cost or design of the project. We will provide recommendations on how these potential impacts may be best managed.

Task D3.2 - Change Order Review: We will review and evaluate any change requests submitted by the Contractor and provide recommendations regarding the manner and method of executing the changes, and provide coordination, as needed with GWA. Change orders shall not be made when the Contractor has assumed such risk in the bid. We will prepare and submit change orders and supporting documents for GWA approval after the Contractor has submitted their proposal.

Task D3.3 - Change Order Negotiations with Contractor: The CM shall prepare QA cost estimates to negotiate change orders on behalf of and in coordination with GWA. Final approval of negotiated change orders can only be made by the appropriate GWA representative.

Task D3.4 - Change Order Documentation and Administration: We will monitor all work, keep detailed documentation of all approved change orders, and assure that subsequent payment estimates reflect all current change orders. Copies for all approved change orders will be maintained on the PMIS (originals to be provided to GWA) and we will verify that subsequent pay requests accurately represent these change orders. Approved change orders shall be administered by the CM along with other work elements according to the provisions of the contact documents.

Task D4.0 - Processing Claims and Disputes

Task D4.1 - Claims and Disputes: The CM shall notify GWA of apparent deficiencies in the contract documents as may be raised by the Contractor, which may lead to claims by or a dispute with the Contractor. The CM shall provide the following services to assist GWA with the resolution of claims and disputes.

Task D4.2 - Claim Records: We will maintain accurate and adequate records of information associated with claims or disputes.

Task D4.3 - Claim Review & Interpretation: The CM will review claims by or disputes with the Contractor. GWA shall be provided with the interpretation of contract drawings and specifications to include written recommend solutions regarding the solution of the dispute.

Task D4.4 - Claim Resolution: We will assist GWA in settling claims or disputes with the Contractor or with other parties, including preparation of related reports, negotiating claim settlements, or testifying at hearings if necessary. Any such services performed outside of the timeframes for this proposal shall be considered as additional services.

Task D5.0 - Phasing Plan Review

Task D5.1 - Phasing Plan: The Contractor's phasing plan will be reviewed and approved prior to the start of construction as part of the preconstruction submittal requirements. The phasing plan shall be reviewed in a manner as to minimize impact residents and GWA daily operations.

Task D6.0 - Continued Review of Contract Documents

Task D6.1 - Continued Review: On an ongoing basis, we will review the contract documents to detect possible deficiencies which may lead to changes or to possible claims by or disputes with the Contractor, or to determine changes which can be made to save time, money, or both for GWA without altering or jeopardizing the intent and function of the project.

Task D6.2 - Design Clarification: We prepare and submit requests to the EOR for clarifications of the design of areas of the contract documents that are the subject of inquiries by the Contractor or GWA. We typically achieve this by issuance a Design Clarification Memorandum (DCM) to provide formal documentation, discussion, and tracking with the EOR independent of Contractor RFIs.

Task D6.3 - Administer Changes in the Contract Documents: We administer/assist the EOR with changes/revisions to the plans, specifications or contract documents and implement such changes. AECOM typically helps to closely track and maintain revision numbers, upload revised documents to the PMIS, and provide hard copies to the Contractor.

Task D7.0 - Submittal Review and Approval

Task D7.1 - Submittal Review: AECOM reviews Contractor submittals for completeness and coordinates review by either the CM team or by the Engineer of Record. The responsibilities for review of submittals are discussed and assigned early in the project. The CM team will track submittal requirements for the project and monitor the Contractor's timely response.

Task D7.0 Deliverables (electronic pdf files and/or hardcopies)

- Submittal Tracking Log

Task D7.2 - Substitution Requests: Substitution requests are evaluated, and recommendations are provided for a Contractor's requests for material or equipment substitutions. All substitutions or design changes that have a material effect to the design shall be forwarded to the EOR for final processing. The CM shall be authorized to approve such requests only upon approval by the EOR and/or GWA.

Task D8.0 - Requests for Information

Task D8.1 - Request for Information: The CM shall track Requests for Information (RFI's) and maintain an RFI log, coordinate receipt of answers from other sources, and provide RFI responses with the EOR's and GWA's input as may be appropriate regarding any aspect of the contract documents, which include compliance with the requirements of the plans and technical specifications (Contract Documents).

Task D9.0 - Review and Analysis of the Project Schedule

Task D9.1 - Schedule Evaluation: AECOM will evaluate the Contractor's initial work schedule for accuracy and for efficient sequencing. We provide a detailed review of the schedule and request the Contractor to provide adjustments, if required, to assure that the schedule is accurate, realistic, and shows an efficient sequencing of the work. The schedule will be accepted for the project and will be monitored monthly for adherence to baseline schedule and identification of potential problems with maintaining the approved schedule.

Task D9.2 - Schedule Compliance: The Contractor's compliance with the approved work (baseline and progress) schedule will be monitored. Any delays shall be documented, and notification provided to GWA and the Contractor when the actual progress is believed to be behind schedule.

Task D9.3 - Schedule Recommendations: AECOM provides written suggestions to the Contractor identifying areas of the schedule that may be improved by adjustments to staffing, resources, durations, sequencing, or procurement to remain on schedule. This may also include a formal request for a recovery schedule.

Our typical monthly schedule review includes the following:

- Identify and discuss the work scheduled to start in the next monthly period update
- Status update on major project components
- Progress made on planned critical activities and non-critical activities
- Critical activities for the next two months
- Description of activities along critical path (s) where total float is less than or equal to 20 workdays
- Identify and discuss out-of-sequence work
- Delays encountered during the reporting period
- Summary Comments & Recommendations

Task D10.0 - Construction Check Surveying Services

Task D10.1 - Construction QA Survey: Review the Contractor's survey and arrange for construction check survey services, if required by the specifications, to verify that items of construction conform to contract requirements. Changes to the horizontal and vertical alignments and elevations shall only be made in coordination with and approval of the EOR.

Such survey shall include spot checking of the horizontal and vertical layout or alignment of the various components of the project, checking elevations of manholes, cleanouts, pipelines, valves, and other items or work as follows:

- Pipeline Alignments and Location of Structures: Spot check Contractor's construction staking to verify the pipeline alignments and structure locations are as called for in the plans and specifications and to verify that the work is located within lawful and approved Rights-of-Way and easements.

- **Elevations:** Spot check Contractor's elevations for foundations, pads, pipeline inverts, backfill thickness, manholes, and other structures for which vertical elevations is a critical design element.

Task D11.0 - As-Built Drawing Preparation

Task D11.1 - Contractor As-Built Drawings: On a monthly basis, the CM shall require and review the Contractor's as-built information to verify that they are current and capture any deviations from the original plan set. We typically require this as a monthly attachment to the progress payment application.

Task D11.2 - Maintain Red-Line Drawings: The CM shall maintain a separate set of red-line drawings on site. The drawings shall be available for GWA reference. Monthly Contractor as-built documents shall be uploaded to the PMIS. In addition to the above stated, AECOM maintains records of all changes to the construction drawings made through the RFI process. We maintain a log of all RFI responses received, notes that indicate whether they impact the drawings, markups on the sheets impacted, and notations on the drawings or specifications impacted be appropriate.

Task D11.3 - Record Drawings: At conclusion of the project, the CM will review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, incorporation into the final drawing files, and certification.

Task D12.0 - General Construction Inspection

Task D12.1 - General Compliance Monitoring: The CM team administers all provisions of the contract documents dealing with the prosecution of the work. We provide ongoing inspection of the construction of the project to assure that the work is accomplished in general conformance with the contract documents.

E. CLOSEOUT PHASE SERVICES:

Task E1.0 - Punch List Development: Throughout the construction of the project, the CM shall prepare and maintain a list of defects and deficiencies in the work which must be corrected by the Contractor prior to final acceptance of work. The list shall be provided to all members of the initial, pre-final and final inspection team. The list shall be revised after inspections to reflect additional items identified during the inspection. Coordinate with the Contractor to verify that all punch list items have been corrected. When all items have been completed, inform GWA writing recommending that the work be accepted.

Task E2.0 - Project Closeout Inspections: Schedule, arrange, and conduct interim, initial, pre-final, and final inspections of work with Contractor, GWA, GEPA, DPW, and other stakeholders for this project.

- **Initial Inspection:** Initial inspections shall be arranged as necessary for specific work elements that require the certification and approval of other agencies.

- **Pre-Final Inspection:** A pre-final inspection shall be conducted after substantial completion of the work.
- **Final Inspection:** The final inspection shall be conducted after correction of pre-final inspection punch list items.

Task E3.0 - Warranty Package: The CM shall maintain a copy of the warranties and compile associated Manufacturer and Contractor warranty documents. Warranty information shall be included in the final project report. All original warranty documents shall be provided to GWA along with Lien Release Information from the Contractor.

Task E4.0 - Final Project Documentation: Upon completion of the project, the CM will arrange and inventory all project files and records compiled on the PMIS. The documentation shall be assembled after written acceptance of the work by GWA. The documentation shall be provided to GWA on an electric SSD file.

- All communication documentation
- All design documentation
- All construction documentation
- Warranties
- Operation and maintenance information

Task E5.0 - Record Drawings: At the conclusion of the project, the CM shall review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, preparation, and certification. We anticipate that record drawings will be generated by the EOR utilizing the original digital design documents and incorporating the mark-ups from the Contractor's as-built drawings.

F. CONSTRUCTION QUALITY ASSURANCE AND TESTING

Task G1.0 - Construction Quality Control and Testing

Task G1.1 - General Compliance Monitoring: AECOM administers all provisions of the contract documents dealing with the quality of workmanship. Support information includes certificates for or witness of and acceptance of Contractor testing or rejection and retesting, as appropriate, all testing required to be performed by the Contractor.

We observe and monitor all compliance testing required to be performed by the Contractor as specified in the Contract Documents.

Task G1.2 - Acceptance: The CM shall promptly reject, orally, or in writing, any construction work that does not fully comply with Contract documents. Within 24 hours of notification to the Contractor for work elements that have been rejected; the CM shall provide a written description of the deficiency to the EOR for his/her concurrence. When concurrence has been obtained, the Contractor shall be directed to correct the work. The CM shall promptly advise the GWA if the Contractor fails to correct or remove the defective work. This is documented, tracked, and managed

in the PMIS by formal issuance of a Correction Required Notice (CRN).

Task G1.3 - Construction Quality Assurance (CQA) Testing: The CM shall provide the following CQA testing to monitor the Contractor's independent testing firm. The CM's QA testing shall be limited to that identified in this SOW and Fee Proposal. Any references to QA testing in the plans and specifications is the responsibility of the Contractor.

- Concrete Compressive Testing
- Backfill Compaction Testing
- Soil and Aggregate Analysis
- AC Pavement Testing

G. SUBCONSULTANT INSPECTIONS AND ENGINEERING SUPPORT

Task G1.0 - Sub-consultant Inspections and Engineering Support

Additional sub-consultant inspection, engineering, and quality monitoring support has been included to support the CM team during the construction. The following disciplines are included:

- Full time Special Inspector
- Part time Project Scheduler for Primavera P6
- Part time QA Soil, Aggregate, and Concrete Testing Support
- Part time QA Survey Support

H. EXPENSES

Task H1.0 - Expenses

Expenses associated with vehicles, mobile phones, a weather station, internet, and the PMIS (ProCore) subscription to track communication, construction, and contract documents have been included.

- The PMIS shall be used for maintaining all project related documents. PMIS subscription costs assume a maximum of 13 users as follows:
 - Client - three (3)
 - Engineer - two (2)
 - Construction Manager - three (3)
 - Contractor - three (3)
 - Spare - two (2)
- We have provided an allowance for the PMIS. This allowance shall be managed on a time and materials basis to provide PMIS services "as needed" for the project at the discretion of the CM in coordination and concurrence with GWA. Services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

- A weather station shall be provided and installed onsite to collect site specific weather data as needed to document adverse weather conditions and substantiate Contractor's claim for adverse weather delays. **Per fee proposal phone conference with GWA on 01/25/23 the weather station has been (descoped)**

IV. CLARIFICATIONS AND ASSUMPTIONS:

1. **AECOM Staffing** - For this project, AECOM is proposing to provide staff resources necessary to provide the services detailed above in Section III, for a period of 14 concurrent months. The following durations have been used in determining the AECOM staffing assignments for this project:

- **Project Principal:** 48 hours of time have been provided as a limited budget for the principal-in-charge to provide periodical support in assuring the project delivery is appropriately delivered, staffed, and executed to the satisfaction of GWA.
- **Construction Manager:** Three months of part time construction management will be provided during the procurement phase (pre-bid). **Per our fee proposal review meeting with GWA of 01/12/23**, two months of part-time (75%) construction management services will be provided during the pre-construction phase services. Part time (100% to 75%) construction management services are scheduled for a period of eight months commencing from NTP for the start of construction through substantial completion, and one month for project closeout
- **Technical Admin/Document Control:** Two months of part time (50%) site clerical will be provided during the pre-construction phase services. **Per our fee proposal review meeting with GWA of 01/12/23**, part time (75%) site clerical services are scheduled for a period of eight months commencing from NTP for start of construction through substantial completion, and one month for project closeout.
- **Project Engineering Support:** Part time project engineering support will be provided for technical support to the inspectors during the pre-construction phase, for the first two months of the construction phase to assist in submittal review, RFI responses, and addressing other field issues (conflicts) that may arise, and for one month for project closeout
- **Resident Inspector:** **Per our fee proposal review meeting with GWA of 01/12/23**, part time (75%) resident inspector services will be provided for the two months of the pre-construction phase, eight months of full time (100%) inspection services commencing from NTP for start of construction through substantial completion, and one month for project closeout
- **CM Safety:** A part time AECOM site safety officer will be assigned to the project to conduct weekly onsite CM staff safety meetings and safety evaluations. This person will report directly to the principal-in-charge (Alex Cross) and not the project manager.
- **Special Inspector:** **Per our fee proposal review meeting with GWA of 01/12/23**, the previously proposed full-time position for the KHLG Special inspector for the eight month

construction phase has been descoped.

- **Scheduler:** A limited budget amount has been allocated for our scheduler to review and analyze the Contractors monthly progress schedules as detailed in Task D9.0 above.

The utilization adjustments for the Construction Manager, Technical Admin/Document Control, Resident Inspector, and Special Inspector have been reflected on the attached "Construction Management Services Fee Proposal Manhour & Expense Distribution Summary dated 01/13/23 (Amendment 01)" to revise our total fee amount.

- 2. CQA Testing** - The Contractor is required by the contract documents to provide all material monitoring of soils, concrete, and AC pavement quality control testing. We recommend that the Owner provide independent testing for a minimum of 20% of the required quality control testing and have provided a limited testing allowance to do so. This allowance shall be managed on a time and materials basis to provide material laboratory testing, compaction testing, concrete compressive strength testing, and AC pavement testing by a licensed geotechnical engineering firm "as needed" at the discretion of the CM in coordination and concurrence with GWA. Testing needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

Please note that references to Quality Assurance Testing in the plans and specifications are the responsibility of the Contractor. The CMs CQA Testing shall be limited to that detailed in this proposal.

- 3. CQA Survey Control Verifications** - The Contractor is required by the specifications to provide all survey. Prior to commencement of the work, we recommend that the Owner provide an independent survey for verification of all temporary benchmarks, vertical and horizontal control. We have provided an initial QA survey verification allowance. This allowance shall be managed on a time and materials basis to provide "as needed" at the discretion of the CM in coordination and concurrence with GWA. Surveying services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated. For example, additional allowance would be required to mark the right-of-way limits.
- 4. Project Construction Schedule** - It is our understanding that the duration for this project is estimated to be 14 months from completion of the final drawings. This includes procurement, pre-construction, construction, and close-out. We have used these milestones to determine or staffing and staff utilizations. In addition to the project execution phase, it is our understanding that GWA will initiate the preconstruction and construction phase service via separate NTP. We will allocate our staffing accordingly.
- 5. Job Site Safety** - Job site safety is the sole responsibility of the Contractor. The CM assumes the Contractor shall perform all work in accordance with the requirements of the Contract Documents, applicable federal and local regulations, compliance with regulations of public agencies having jurisdiction, including safety and health requirements of the Territory of Guam and the Occupational Safety and Health Administration of the US Department of Labor (OSHA) as may be required.

If AECOM believes that the Contractor is not conducting their work in compliance with OSHA requirements, we may request GWA bring in an independent third-party safety expert to determine the extent of the Contractor's compliance and potential mitigation for non-compliance. We recommend that GWA include language in the contract documents requiring the Contractor to pay for this additional cost in the event it is necessary.

6. Stop Work Orders - It is understood that the CM shall be authorized to issue stop work orders for the portion of or the entire project in accordance with the following:

- Without prior notice to GWA when actions by the Contractor threaten the health and safety of the Contractor's personnel, inspectors, or the public.
- With prior notice to GWA when actions by the Contractor are in violation of the contract documents or local or federal laws.

7. Limited Permitting Support - AECOM will assist GWA and the EOR to facilitate procurement of DPW Building permits as expeditiously as practicable. The EOR shall provide all hard and electronic copies of the contract documents and reports as may be required for submittal and processing of the DPW Building permit and the associated reviewers. AECOM will not be responsible for any fees related to the processing, review, or issuance of the permit. No other project specific permitting services are included in this scope of work. All permit fees are excluded.

8. Fee Schedule Assumptions - Our lump sum fee for the various phases, assumes all CM services will be provided as discussed in Section IV above and consecutive calendar days from NTP. GWA agrees to negotiate with AECOM for change orders for additional construction management services due to construction delays, time extensions, additional work, adverse weather delays, or any other reason that increase the amount or duration of services until final acceptance of the project is achieved.

9. Overtime Inspection Services - The Construction contract shall include requirements that the Contractor shall pay for all overtime for inspection costs specifically requested by the Contractor outside of the normal 40-hour work week. This requirement will be strictly enforced and supported by GWA with payment coming out of the Contractor's progress payment requests and provided to AECOM by GWA via change order.

10. Warranty Follow up - Warranty follow up beyond the contract period is not included in the scope. If required, a fee will be negotiated with GWA.

11. Other Services - Archeological Survey, Archeological Monitoring, Section 106 Historic Preservation, biological resource monitoring, Section 7 Endangered Species Act or other similar work is to be provided by others.

V. FEE SCHEDULE

Task Description	Amount	Duration
1. AECOM CM Team		
Procurement (Pre-Bid) Phase Services	\$54,502.89	3 months
Pre-Construction Phase	\$125,533.05	2 months
Construction Phase Services	\$550,380.65	8 months
Close-Out Phase Services	\$80,321.29	1 month
<i>Subtotal</i>	\$810,737.87	14 Months
2. Sub-Consultant Services		
KHLG (Special Inspector)	\$0.00	descoped
Matson (Scheduling)	\$16,315.20	12 Months
Management Fee 10%	\$1,631.52	Allowance
<i>Subtotal</i>	\$17,946.72	
3. Expenses		
Vehicles, Phone, Internet, ODC's	\$27,517.40	14 Months
<i>Subtotal</i>	\$27,517.40	
4. Allowances		
Geo-Engineering (Geotech)	\$20,000.00	Allowance
Surveying	\$10,000.00	Allowance
ProCore Software	\$5,000.00	Allowance
<i>Subtotal</i>	\$35,000.00	Allowance
<i>Subtotal 1,2,3,4</i>	\$891,201.99	
GRT @ 5.262%	\$46,895.05	
TOTAL LUMP SUM FEE	\$938,097.04	

We are looking forward to working with GWA on this project and being part of this successful construction project.

This proposal is conditioned upon the negotiation of mutually acceptable contract terms.



Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

CLASSIFICATION	MANHOURS	RATE	AMOUNT
DIRECT LABOR:			
Project Principal (A. Cross)	48.00	\$260.65	\$12,511.01
Project Manager/Lead CM (B. Ryley)	1,640.00	\$237.53	\$389,550.31
Project Engineering Support (P. Diaz)	144.00	\$231.09	\$33,277.41
Resident Inspector (TBD - AECOM)	1,680.00	\$146.78	\$246,582.00
Technical Admin/Document Control (D. Pangelinan)	1,280.00	\$86.53	\$110,761.82
QA Cost Estimating (D. Baggett)	-	\$143.12	\$0.00
CM Safety (K. Robertson)	112.00	\$161.21	\$18,055.33
		LABOR	\$810,737.87
SUB-CONSULTANTS:			
	UNITS	\$/UNIT	AMOUNT
Special Inspector (TBD - KHLG)	-	\$131.19	\$0.00
Scheduling (Matson)	96.00	\$169.95	\$16,315.20
Management Fee 10%			\$1,631.52
		SUB-CONSULTANTS	\$17,946.72
REIMBURSABLES:			
	UNITS	\$/UNIT	AMOUNT
Vehicle	25.00	\$1,000.00	\$25,000.00
Mobile Phone	25.00	\$55.00	\$1,375.00
Weather Station (descoped)	0.00	\$0.00	\$0.00
Internet	14.00	\$81.60	\$1,142.40
		REIMBURSEABLES	\$27,517.40
ALLOWANCES:			
	UNITS	\$/UNIT	AMOUNT
Geotechnical (Geo-Engineering)	1.00	\$20,000.00	\$20,000.00
Survey (DCA)	1.00	\$10,000.00	\$10,000.00
ProCore Software	1.00	\$5,000.00	\$5,000.00
		ALLOWANCES	\$35,000.00
SUBTOTAL LABOR FEE, SUBCONSULTANTS, AND REIMBURSEABLE COSTS			\$891,201.99
	5.262%	Guam GRT	\$46,895.05
TOTAL			\$938,097.04

Notes:
 Fee Estimate is based on attached schedule.
 OT inspection = >8 Hr/d; > 40 Hr/wk; Sat/Sun/Hol.



Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal Manhour & Expense Distribution Summary
 Duingca Beach Sewer Line Relocation - Phase 1
 GWA Project No. S20-001-EPA
 01/05/2024 (Amendment 03)

Full Time Equivalent (FTE) Manhours / Month	Month												Estimate Manhours		
	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24		Feb-24	Jul-24
160															
Procurement Phase (Pre-Bid)															
Pre-Construction Phase															
Construction Phase															
Closure Phase															
LABOR:															
Project Principal (A. Cross)	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	0.0%
Project Manager/Lead CM (B. Ryley)	50.0%	25.0%	50.0%	75.0%	75.0%	100.0%	100.0%	100.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%
Project Engineering Support (F. Diaz)				20.0%	20.0%	20.0%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Resident Inspector (TBD - AECOM)				75.0%	75.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Technical Admin/Document Control (D. Pangalinan)				50.0%	50.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	100.0%
QA Cost Estimating (D. Baggett)				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
CM Safety (K. Robertson)	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
SUB-CONSULTANTS:															
Special Inspector (TBD - KHLG)				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Scheduling (Watson)				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
EXPENSES:															
Vehicle	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Mobile Phone	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Weather Station (descoped)															0.00
Internet	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
ALLOWANCES:															
Geo-Engineering	1.00														1.00
Surveying	1.00														1.00
ProCore Software	1.00														1.00
LABOR:															
Project Principal (A. Cross)	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043	\$ 1,043
Project Manager/Lead CM (B. Ryley)	\$19,002	\$ 9,501	\$19,002	\$28,504	\$28,504	\$38,005	\$38,005	\$28,504	\$28,504	\$28,504	\$28,504	\$28,504	\$28,504	\$28,504	\$38,004.91
Project Engineering Support (F. Diaz)	\$ -	\$ -	\$ -	\$7,395	\$7,395	\$7,395	\$7,395	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,697.49
Resident Inspector (TBD - AECOM)	\$ -	\$ -	\$ -	\$17,613	\$17,613	\$23,484	\$23,484	\$23,484	\$23,484	\$23,484	\$23,484	\$23,484	\$23,484	\$23,484	\$246,582.00
Technical Admin/Document Control (D. Pangalinan)	\$ -	\$ -	\$ -	\$6,923	\$6,923	\$10,384	\$10,384	\$10,384	\$10,384	\$10,384	\$10,384	\$10,384	\$10,384	\$10,384	\$110,761.82
QA Cost Estimating (D. Baggett)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CM Safety (K. Robertson)	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$1,290	\$18,055.33
SUB-CONSULTANTS:															
Special Inspector (TBD - KHLG)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Scheduling (Watson)	\$ -	\$ -	\$ -	\$1,360	\$1,360	\$1,360	\$1,360	\$1,360	\$1,360	\$1,360	\$1,360	\$1,360	\$1,360	\$1,360	\$16,315.20
Management Fee 10%	\$ -	\$ -	\$ -	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$1,831.52
EXPENSES:															
Vehicle	\$1,000	\$1,000	\$1,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$25,000.00
Mobile Phone	\$55	\$55	\$55	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$1,375.00
Weather Station (descoped)	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$82	\$1,142.40
ALLOWANCES:															
Geo-Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Surveying	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ProCore Software	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$50,000.00
GRT (5.262%)	\$1,182	\$946	\$1,261	\$3,497	\$3,497	\$4,665	\$4,665	\$3,796	\$3,796	\$3,796	\$3,796	\$3,796	\$3,796	\$3,796	\$46,895.05
Estimated Monthly Invoicing Amount	\$23,654	\$18,916	\$25,228	\$69,950	\$69,950	\$93,722	\$93,722	\$75,937	\$75,937	\$75,937	\$75,937	\$75,937	\$75,937	\$74,840	\$938,097.04
Fee By Phase															
Procurement Phase															
Pre-Construction Phase															
Construction Phase															
Closure Phase															
LABOR															
Sub-Consultants															
Expenses															
Allowances															
Total	\$54,502.89	\$54,502.89	\$54,502.89	\$125,533.05	\$125,533.05	\$175,533.05	\$175,533.05	\$125,533.05	\$125,533.05	\$125,533.05	\$125,533.05	\$125,533.05	\$125,533.05	\$125,533.05	\$850,321.29

Exhibit B

ATTACHMENT 1 TASK ORDER FORM

Indefinite Delivery/Indefinite Quantity (ID/IQ) Professional Project/Construction Management for
Islandwide Sewer Collection/Transmission System
Repair, Rehabilitation, and Replacement Project
Project No. S22-02-BND

Task Order No. [01], consisting of _ pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [MM/DD/YY] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: MM/DD/YY
- b. Owner: Guam Waterworks Authority
- c. Engineer: AECOM Technical Services, Inc
- d. Specific Project (title): Dungca Beach Sewer line Relocation Phase I
- e. Specific Project (description): Construction Management services for the Dungca Beach Sewer line Relocation Phase 1 project. A new sewer line will be constructed by a single prime contractor along Trankilo Road, Tamuning, to replace an existing sewer line.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

SEE ATTACHED SCOPE OF WORK, ATTACHMENT A – January 05, 2024 AECOM (Amendment 03) Dungca Beach Sewer Line Relocation Phase 1 Scope of Work and Fee Proposal.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," of the Agreement modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and Exhibit B of the Agreement, under this Task Order, subject to the following: None

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A under this Task Order or elsewhere, the parties shall meet the following schedule:

Party	Action	Schedule
Engineer	Complete Pre-Bid Phase Services described in ATTACHMENT A.	Within 90 days of effective Date of Task Order
Engineer	Complete Pre-Construction, Construction and Closeout Phases in ATTACHMENT A.	Within 330 days of Notice to Proceed for Pre-Construction, Construction, and Closeout Phases

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order based on the attached approved Task Order No. 01 Scope of Work and Fee

Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Pre-Bid Phase	\$ 62,797.40	Lump Sum
b. Pre-Construction Phase	\$ 139,900.96	Lump Sum
c. Construction Phase	\$ 611,969.70	Lump Sum
d. Close out Phase	\$ 88,428.96	Lump Sum
e. QA and Testing	\$ 35,000.00	Allowance
TOTAL COMPENSATION (lines 1.a-e)	\$ 938, 097.04	
2. Additional	(N/A)	

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer’s labor, overhead, profit, reimbursable expenses (if any), and Consultants’ charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C of the Agreement.

7. Consultants retained as of the Effective Date of the Task Order: Not Applicable

8. Other Modifications to Agreement and Exhibits:

a. Agreement Paragraph 6.01 B: *Technical Accuracy*: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer’s services for a period of one year from

completion and delivery of the project by Engineer of the specific project under this Task Order. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

9. Attachments: ATTACHMENT A – January 05, 2024 AECOM (Amendment 03) Dungca Beach Sewer Line Relocation Phase 1 Scope of Work and Fee Proposal.

10. Other Documents Incorporated by Reference: Not Applicable

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [MM/DD/YY]

OWNER: Guam Waterworks Authority
By: 
2024-6-26

Print Name: MIGUEL C. BORDALLO, P.E.

Title: General Manager

ENGINEER: AECOM Technical Services, Inc.
By: 

Print Name: MARTIN NAKASONE

Title: VP Area Manager, Hawaii- Pacific Island

Engineer License or Firm's
Certificate No. (if required): LIC# 202
State of: Territory of Guam

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____


Title: _____

Address: _____


Email Address: _____

Phone: _____


Engineering Department Approval:

By: 
JEANET B. OWENS, P.E.
GWA Asst. General Manager of Engineering

Certified Funds Available:

By: 
TALING M. TAITANO, CPA, CGFM
GWA Chief Financial Officer
On 6/24/24
June 6/25/24
GP 6/26/24

Approved as to Form:

NOTE: Transmitted to OAG on 4/5/2024. AG review complete via email on 4/28/2024.
By: 
THERESA G. ROJAS, ESQ.
GWA Legal Counsel

Contract Amount: \$ 938,097.04
Contingency: \$ _____
Amount Certified: \$ 938,097.04
Funding Source: USEPA Grant M96902621

Yes
M96902621 - \$ 912,690.54
M96902623 - \$ 25,406.50 *Yes*



ATTACHMENT A

AECOM
414 W. Soledad Avenue
Suite 708
Hagåtña, GU 96910

671.477.8325/6 tel
671.472.8324 fax
www.aecom.com

January 05th, 2024 (Amendment 03)
January 26th, 2023

Mauryn McDonald, P.E.
Guam Waterworks Authority
Engineering Division, Room 202
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, GU 96913

Attn: Rylma Carino, Project Manager

Re: RFP-06-ENG-2022
Indefinite Delivery Indefinite Quantity (ID/IQ) Professional Project/Construction Management for
Islandwide Sewer Collection/Transmission System Repair, Rehabilitation, and Replacement;
GWA Project No. S22-02-BND – Dungca Beach Sewer Line Relocation – Phase 1

Ms. McDonald,

AECOM Technical Services, Inc. has prepared the attached revised fee proposal (Amendment 03) for Construction Management Services to the Dungca Beach Sewer Line Relocation – Phase 1 project based upon comments received from GWA staff on Jan 03rd, 2024. Details of the revisions made can be found in the attachments.

We are excited and committed to providing GWA with professional construction management services for this project. If you require any additional information regarding our proposal, please contact our Construction Manager, Bryan Ryley, at 671.477.8326, bryan.ryley@aecom.com.

Thank you for your consideration.

Respectfully,

AECOM Technical Services, Inc.

Martin Nakasone
Area Manager, Hawaii – Pacific Islands
Office: 808.529.7219
Email: martin.nakasone@aecom.com

Attached:
Dungca Beach SOW & Fee Proposal Ammdment_03
Fee Proposal Rates and Schedule Ammdment_03

Guam Waterworks Authority (GWA)
Construction Management Services Scope of Work & Fee Proposal
Dungca Beach sewer Line Relocation – Phase I
GWA Project No. S20-001-EPA
RFP-06-ENG-2022
GWA Project No S22-02-BND
January 05, 2024 (Amendment 03)

I. GENERAL

AECOM, as the Construction Manager (CM) shall provide services relating to the daily field observation, inspection, testing, management, coordination, and compliance monitoring for the Dungca Beach sewer Line Relocation – Phase I.

The project generally consists of the installation of approximately 2,000 linear feet of 8-inch PVC sanitary sewer line, removal, disposal, and abandonment of approximately 2,000 linear feet of 8-inch sanitary sewer and associated manholes, installation of twelve (12) 4-foot diameter sanitary sewer manholes, pothole investigation of existing sewer service laterals at approximately twenty-eight (28) locations, installation of approximately twenty-eight (28) service connections and/or 650 linear feet of 6-inch lateral piping, installation of approximately 300 linear feet of 6-inch PVC water line, reconnecting all branch water lines, service connections and other water appurtenance connections, all required testing and disinfection, trench and site restoration, and providing temporary traffic control as necessary to complete the work. Additional work also includes the video surveillance, recording and reporting of the interior of approximately 300 linear feet of existing gravity sewer piping. Perform Work of Contract according to Conditions of the Contract.

II. PROJECT OVERVIEW

AECOM shall administer the construction contract as the authorized representative of the Guam Waterworks Authority (GWA). Our construction management team shall:

- Verify that all work is accomplished in accord with approved drawings, plans, specifications, and the contract documents.
- Confirm the quality of materials used on the project are in accordance with approved contract documents.

III. TASK AND CM SERVICE REQUIREMENTS

The following tasks are applicable to this project unless otherwise notated.

A. PRE-BID PHASE SERVICES:

Task A1.0 - Pre-bid Conference and Pre-bid Site Visit

The CM shall attend the pre-bid conference and pre-bid site visit.

Task A2.0 - Review the Contractor's pre-qualification packages (excluded)

The CM shall review the Contractor's pre-qualifications packages for general compliance with the contract documents and provide written recommendations to GWA.

Task A3.0 - Constructability Review of the Plans and Specifications

The CM shall perform a constructability review of the design documents. We are not the Engineer of Record (EOR) but as the CM, we will provide redline mark-up of the plans and specifications and annotated comments. The review shall verify that the design is reasonably presented and identify areas of potential construction related conflicts or deficiencies which may lead to substantive changes to the design, schedule, or cost of the project. We will present our review comments to GWA and the EOR for consideration in addressing our comments or suggestions as may be practicable. It is our understanding of the current design documents are 90% and pending final review by GWA. Our goal will be to complete our review in advance of bidding.

Task A4.0 - Review of the Bid Package (excluded)

The CM will review and perform an assessment of the 100% contract bid package to assess their readiness, completeness, and suitability to solicit competitive bids. Written review comments will be provided.

Task A5.0 - DPW Building Permit

The Contractor is responsible for obtaining the building permit. Securing a building permit can be a lengthy process. To advance this effort and minimize the impact to the project schedule, the CM can assist GWA and the EOR in initiating the application process prior to a Contractor being selected by preliminary routing of the permit to the appropriate reviewing agencies. The CM will assist EOR in preparing and submittal of the DPW Building Permit package. We assume the design consultant will provide all required copies of the contract documents (hard or electronic) and supporting studies that are associated with the submittal, review, and processing of the building permit by DPW. The Contractor remains responsible for the cost and finalization of this process.

Task A Deliverables (electronic pdf files and/or hardcopies):

- Pre-Quantifications Recommendations Memo (excluded)
- Constructability Review Comments
- Bid Package Review Comments (excluded)
- Preliminary Routing of Building Permit Application Packet

B. BID PHASE SERVICES:

Task B1.0 - Contract Bidding (excluded)

We will prepare for and conduct the pre-bid conference and site visit(s), manage, and assist the EOR with RFI responses and addendums during the bid period. GWA will provide all printing, assembly, and issuance of the bid packages

Task B2.0 - Bid Review (excluded)

After receipt of construction bid packages, the CM will perform an overall review of the bids received for completeness with a detailed emphasis on the apparent low bidder(s). The CM will work with

GWA to perform the necessary follow-up with the bidders until the lowest responsible and responsive bidder is determined.

Upon completion of this process, the CM will provide a technical memorandum summarizing the review and recommendation for award, and/or concurrence of the proposed selected Contractor. Recommendation shall include document review of the performance and payment bonds, and insurance to verify compliance with all bid requirements and procurement regulations, bid analysis, and Contractor selection.

Task B Deliverables (electronic pdf files and/or hardcopies)

- Pre-Bid Conference Agenda **(excluded)**
- Pre-Bid Conference Minutes **(excluded)**
- Pre-Bid RFI Responses **(excluded)**
- Addendums **(excluded)**
- Technical Memorandum(s) – document review, bid analysis, and Contractor selection **(excluded)**

C. PRE-CONSTRUCTION PHASE SERVICES:

Task C1.0 - Project Records & Document Control

The CM shall provide services and tools to verify that the project is efficiently managed and constructed according to the terms of the Contract. The primary function shall be the proper collection and organization of construction documents, gathering data regarding project progresses, producing progress reports, and monitoring time, cost, and quality.

The CM shall use ProCore for the Project Management Information System (PMIS) to track communication, construction, and contract documents. We will initiate and begin to setup and populate the PMIS during the beginning of the bid phase.

- Communication Documents: Correspondence, memos, daily inspector logs for both Contractor and CM, meeting minutes, and all other relevant documentation.
- Construction Documents: RFI's, submittals, testing results, photo logs, special inspection, change orders, corrective actions, punch list, various construction logs, payment applications, and all other relevant documentation.
- Contract Documents: Specifications, drawings, permits, bid documents, contract documents, and all other relevant documentation.

Task C2.0 - Pre-Construction Submittals

The Contractor is required to submit many pre-construction submittals in advance of the Pre-Construction Conference such as the environmental protection plan, performance & payment bonds, schedule of values, construction schedule, Contractor safety plan & QC Program for compliance with the contract documents. We will track the requirements and timing of pre-construction submittals and provide timely review and comments.

Task C2.0 Deliverables (electronic pdf files and/or hardcopies)

- Pre-construction Submittal Register
- Provide training for the GWA, Contractor, and other stakeholders to instruct in uploading of submittals and any other official contract document to the PMIS.

Task C3.0 - Pre-Construction Conference

The CM shall prepare meeting agenda, chair, and provide meeting minutes for the pre- construction conference to be held with the GWA, Contractor, and other stakeholders as may be appropriate. We present and explain contract requirements dealing with mobilization, prosecution of work, safety, environmental protection and historic preservation, payment processing, review and approval of submittals, preparation and updating of the progress schedule, material and equipment testing procedures, inspections, and the role as well as the duties, responsibilities, and chain of communication for the CM, GWA, and the Contractor.

Task C3.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agenda
- Meeting Minutes

D. CONSTRUCTION PHASE SERVICES:

Task D1.0 - Contract Administration

Task D1.1 - Project Meetings: The CM shall schedule, chair, arrange, and conduct conferences and meetings as required to maintain clear communication of the Contract requirements and adherence to project schedules.

Task D1.2 - Weekly Progress Meetings: The CM shall arrange for a weekly progress meeting with the Contractor and GWA to discuss progress of work, Contract requirements, and other issues related to the administration and prosecution of work. The CM shall provide an agenda, prepare meeting minutes for all progress meetings with Contractors, Sub-contractors, GWA, and other appropriate stakeholders. The meeting minutes shall include tracking of action items from week to week until each task has been satisfactory resolved.

Task D1.3 - Special/Stakeholder Coordination Meetings: The CM shall arrange meetings between the Contractor, GWA, and other parties such as GEPA, DPW, GPA, and other stakeholders as necessary to address project issues that require decisions that cannot be made by the CM or to resolve regulatory concerns.

Task D1.4 - Project Coordination: The CM shall coordinate with GWA, the Program Manager, the DOR, and the Contractor. Communicate and coordinate with all stakeholders during the construction phase, including residents/property owners. Notify GWA of any problems with the work or the Contractors.

Task D1.5 - Monthly Status Report: The CM shall prepare and submit a monthly construction summary report to the GWA Chief Engineer or designated project manager. The report shall summarize the previous months weekly progress meetings and include an updated construction schedule.

Task D1.6 - QA/QC and Pre-installation Meetings: The CM shall arrange meetings between the Contractor and CM team and other parties specific to the topic of discussion. These are typically held weekly or as needed to provide clear communication, discuss upcoming construction questions and concerns.

Task D1.0 Deliverables (electronic pdf files and/or hardcopies)

- Meeting Agendas
- Meeting Minutes

Task D1.7 - Project Correspondence: Prepare, distribute, and archive all project correspondence, reports and other documents as required for the proper management of the construction of the project.

Task D1.8 - Progress Photo Log: The CM shall prepare and retain copies of construction progress photos organized by year, month, and day. The photos shall capture the different phases of the project, pre-construction, construction, and post-construction. The photos shall be digital and provided to GWA at the end of the project. This may also include videos as may be appropriate.

Task D2.0 - Preparation and Processing of Payment Estimates

Task D2.1 - Payment Request: The CM shall receive and process payment requests from the Contractor. Payment request will be based on the approved schedule of values and actual work completed. The CM shall also review the Contractor's monthly progress schedule and as-builts. Payment requests shall be reviewed to for compliance with the contract documents, and with the actual work completed. Upon completion of the review, the CM shall provide necessary adjustments, verify, and forward the payment request to GWA for processing of the payment. The CM shall submit a review, recommendation, acceptance, or rejection within five (5) working days of receipt from the Contractor as practicable. We recommend the payment applications be prepared via standard AIA or EJCDC that can be generated in some PMISs.

Task D3.0 - Processing Construction Change Orders

Task D3.1 - Contract Deficiencies: The CM shall discuss potential conflicts or deficiencies with the Contractor on an ongoing basis. We shall notify GWA of any apparent deficiencies in the contract documents or problems raised by the Contractor in the prosecution of work that may lead to material changes in the construction time, cost or design of the project. We will provide recommendations on how these potential impacts may be best managed.

Task D3.2 - Change Order Review: We will review and evaluate any change requests submitted by the Contractor and provide recommendations regarding the manner and method of executing the changes, and provide coordination, as needed with GWA. Change orders shall not be made when the Contractor has assumed such risk in the bid. We will prepare and submit change orders and supporting documents for GWA approval after the Contractor has submitted their proposal.

Task D3.3 - Change Order Negotiations with Contractor: The CM shall prepare QA cost estimates to negotiate change orders on behalf of and in coordination with GWA. Final approval of negotiated change orders can only be made by the appropriate GWA representative.

Task D3.4 - Change Order Documentation and Administration: We will monitor all work, keep detailed documentation of all approved change orders, and assure that subsequent payment estimates reflect all current change orders. Copies for all approved change orders will be maintained on the PMIS (originals to be provided to GWA) and we will verify that subsequent pay requests accurately represent these change orders. Approved change orders shall be administered by the CM along with other work elements according to the provisions of the contact documents.

Task D4.0 - Processing Claims and Disputes

Task D4.1 - Claims and Disputes: The CM shall notify GWA of apparent deficiencies in the contract documents as may be raised by the Contractor, which may lead to claims by or a dispute with the Contractor. The CM shall provide the following services to assist GWA with the resolution of claims and disputes.

Task D4.2 - Claim Records: We will maintain accurate and adequate records of information associated with claims or disputes.

Task D4.3 - Claim Review & Interpretation: The CM will review claims by or disputes with the Contractor. GWA shall be provided with the interpretation of contract drawings and specifications to include written recommend solutions regarding the solution of the dispute.

Task D4.4 - Claim Resolution: We will assist GWA in settling claims or disputes with the Contractor or with other parties, including preparation of related reports, negotiating claim settlements, or testifying at hearings if necessary. Any such services performed outside of the timeframes for this proposal shall be considered as additional services.

Task D5.0 - Phasing Plan Review

Task D5.1 - Phasing Plan: The Contractor's phasing plan will be reviewed and approved prior to the start of construction as part of the preconstruction submittal requirements. The phasing plan shall be reviewed in a manner as to minimize impact residents and GWA daily operations.

Task D6.0 - Continued Review of Contract Documents

Task D6.1 - Continued Review: On an ongoing basis, we will review the contract documents to detect possible deficiencies which may lead to changes or to possible claims by or disputes with the Contractor, or to determine changes which can be made to save time, money, or both for GWA without altering or jeopardizing the intent and function of the project.

Task D6.2 - Design Clarification: We prepare and submit requests to the EOR for clarifications of the design of areas of the contract documents that are the subject of inquiries by the Contractor or GWA. We typically achieve this by issuance a Design Clarification Memorandum (DCM) to provide formal documentation, discussion, and tracking with the EOR independent of Contractor RFIs.

Task D6.3 - Administer Changes in the Contract Documents: We administer/assist the EOR with changes/revisions to the plans, specifications or contract documents and implement such changes. AECOM typically helps to closely track and maintain revision numbers, upload revised documents to the PMIS, and provide hard copies to the Contractor.

Task D7.0 - Submittal Review and Approval

Task D7.1 - Submittal Review: AECOM reviews Contractor submittals for completeness and coordinates review by either the CM team or by the Engineer of Record. The responsibilities for review of submittals are discussed and assigned early in the project. The CM team will track submittal requirements for the project and monitor the Contractor's timely response.

Task D7.0 Deliverables (electronic pdf files and/or hardcopies)

- Submittal Tracking Log

Task D7.2 - Substitution Requests: Substitution requests are evaluated, and recommendations are provided for a Contractor's requests for material or equipment substitutions. All substitutions or design changes that have a material effect to the design shall be forwarded to the EOR for final processing. The CM shall be authorized to approve such requests only upon approval by the EOR and/or GWA.

Task D8.0 - Requests for Information

Task D8.1 - Request for Information: The CM shall track Requests for Information (RFI's) and maintain an RFI log, coordinate receipt of answers from other sources, and provide RFI responses with the EOR's and GWA's input as may be appropriate regarding any aspect of the contract documents, which include compliance with the requirements of the plans and technical specifications (Contract Documents).

Task D9.0 - Review and Analysis of the Project Schedule

Task D9.1 - Schedule Evaluation: AECOM will evaluate the Contractor's initial work schedule for accuracy and for efficient sequencing. We provide a detailed review of the schedule and request the Contractor to provide adjustments, if required, to assure that the schedule is accurate, realistic, and shows an efficient sequencing of the work. The schedule will be accepted for the project and will be monitored monthly for adherence to baseline schedule and identification of potential problems with maintaining the approved schedule.

Task D9.2 - Schedule Compliance: The Contractor's compliance with the approved work (baseline and progress) schedule will be monitored. Any delays shall be documented, and notification provided to GWA and the Contractor when the actual progress is believed to be behind schedule.

Task D9.3 - Schedule Recommendations: AECOM provides written suggestions to the Contractor identifying areas of the schedule that may be improved by adjustments to staffing, resources, durations, sequencing, or procurement to remain on schedule. This may also include a formal request for a recovery schedule.

Our typical monthly schedule review includes the following:

- Identify and discuss the work scheduled to start in the next monthly period update
- Status update on major project components
- Progress made on planned critical activities and non-critical activities
- Critical activities for the next two months
- Description of activities along critical path (s) where total float is less than or equal to 20 workdays
- Identify and discuss out-of-sequence work
- Delays encountered during the reporting period
- Summary Comments & Recommendations

Task D10.0 - Construction Check Surveying Services

Task D10.1 - Construction QA Survey: Review the Contractor's survey and arrange for construction check survey services, if required by the specifications, to verify that items of construction conform to contract requirements. Changes to the horizontal and vertical alignments and elevations shall only be made in coordination with and approval of the EOR.

Such survey shall include spot checking of the horizontal and vertical layout or alignment of the various components of the project, checking elevations of manholes, cleanouts, pipelines, valves, and other items or work as follows:

- Pipeline Alignments and Location of Structures: Spot check Contractor's construction staking to verify the pipeline alignments and structure locations are as called for in the plans and specifications and to verify that the work is located within lawful and approved Rights-of-Way and easements.

- **Elevations:** Spot check Contractor's elevations for foundations, pads, pipeline inverts, backfill thickness, manholes, and other structures for which vertical elevations is a critical design element.

Task D11.0 - As-Built Drawing Preparation

Task D11.1 - Contractor As-Built Drawings: On a monthly basis, the CM shall require and review the Contractor's as-built information to verify that they are current and capture any deviations from the original plan set. We typically require this as a monthly attachment to the progress payment application.

Task D11.2 - Maintain Red-Line Drawings: The CM shall maintain a separate set of red-line drawings on site. The drawings shall be available for GWA reference. Monthly Contractor as-built documents shall be uploaded to the PMIS. In addition to the above stated, AECOM maintains records of all changes to the construction drawings made through the RFI process. We maintain a log of all RFI responses received, notes that indicate whether they impact the drawings, markups on the sheets impacted, and notations on the drawings or specifications impacted be appropriate.

Task D11.3 - Record Drawings: At conclusion of the project, the CM will review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, incorporation into the final drawing files, and certification.

Task D12.0 - General Construction Inspection

Task D12.1 - General Compliance Monitoring: The CM team administers all provisions of the contract documents dealing with the prosecution of the work. We provide ongoing inspection of the construction of the project to assure that the work is accomplished in general conformance with the contract documents.

E. CLOSEOUT PHASE SERVICES:

Task E1.0 - Punch List Development: Throughout the construction of the project, the CM shall prepare and maintain a list of defects and deficiencies in the work which must be corrected by the Contractor prior to final acceptance of work. The list shall be provided to all members of the initial, pre-final and final inspection team. The list shall be revised after inspections to reflect additional items identified during the inspection. Coordinate with the Contractor to verify that all punch list items have been corrected. When all items have been completed, inform GWA writing recommending that the work be accepted.

Task E2.0 - Project Closeout Inspections: Schedule, arrange, and conduct interim, initial, pre-final, and final inspections of work with Contractor, GWA, GEPA, DPW, and other stakeholders for this project.

- **Initial Inspection:** Initial inspections shall be arranged as necessary for specific work elements that require the certification and approval of other agencies.

- **Pre-Final Inspection:** A pre-final inspection shall be conducted after substantial completion of the work.
- **Final Inspection:** The final inspection shall be conducted after correction of pre-final inspection punch list items.

Task E3.0 - Warranty Package: The CM shall maintain a copy of the warranties and compile associated Manufacturer and Contractor warranty documents. Warranty information shall be included in the final project report. All original warranty documents shall be provided to GWA along with Lien Release Information from the Contractor.

Task E4.0 - Final Project Documentation: Upon completion of the project, the CM will arrange and inventory all project files and records compiled on the PMIS. The documentation shall be assembled after written acceptance of the work by GWA. The documentation shall be provided to GWA on an electric SSD file.

- All communication documentation
- All design documentation
- All construction documentation
- Warranties
- Operation and maintenance information

Task E5.0 - Record Drawings: At the conclusion of the project, the CM shall review the official record drawings prepared by the Contractor and coordinate with the EOR for their review, preparation, and certification. We anticipate that record drawings will be generated by the EOR utilizing the original digital design documents and incorporating the mark-ups from the Contractor's as-built drawings.

F. CONSTRUCTION QUALITY ASSURANCE AND TESTING

Task G1.0 - Construction Quality Control and Testing

Task G1.1 - General Compliance Monitoring: AECOM administers all provisions of the contract documents dealing with the quality of workmanship. Support information includes certificates for or witness of and acceptance of Contractor testing or rejection and retesting, as appropriate, all testing required to be performed by the Contractor.

We observe and monitor all compliance testing required to be performed by the Contractor as specified in the Contract Documents.

Task G1.2 - Acceptance: The CM shall promptly reject, orally, or in writing, any construction work that does not fully comply with Contract documents. Within 24 hours of notification to the Contractor for work elements that have been rejected; the CM shall provide a written description of the deficiency to the EOR for his/her concurrence. When concurrence has been obtained, the Contractor shall be directed to correct the work. The CM shall promptly advise the GWA if the Contractor fails to correct or remove the defective work. This is documented, tracked, and managed

in the PMIS by formal issuance of a Correction Required Notice (CRN).

Task G1.3 - Construction Quality Assurance (CQA) Testing: The CM shall provide the following CQA testing to monitor the Contractor's independent testing firm. The CM's QA testing shall be limited to that identified in this SOW and Fee Proposal. Any references to QA testing in the plans and specifications is the responsibility of the Contractor.

- Concrete Compressive Testing
- Backfill Compaction Testing
- Soil and Aggregate Analysis
- AC Pavement Testing

G. SUBCONSULTANT INSPECTIONS AND ENGINEERING SUPPORT

Task G1.0 - Sub-consultant Inspections and Engineering Support

Additional sub-consultant inspection, engineering, and quality monitoring support has been included to support the CM team during the construction. The following disciplines are included:

- Full time Special Inspector
- Part time Project Scheduler for Primavera P6
- Part time QA Soil, Aggregate, and Concrete Testing Support
- Part time QA Survey Support

H. EXPENSES

Task H1.0 - Expenses

Expenses associated with vehicles, mobile phones, a weather station, internet, and the PMIS (ProCore) subscription to track communication, construction, and contract documents have been included.

- The PMIS shall be used for maintaining all project related documents. PMIS subscription costs assume a maximum of 13 users as follows:
 - Client - three (3)
 - Engineer - two (2)
 - Construction Manager - three (3)
 - Contractor - three (3)
 - Spare - two (2)
- We have provided an allowance for the PMIS. This allowance shall be managed on a time and materials basis to provide PMIS services "as needed" for the project at the discretion of the CM in coordination and concurrence with GWA. Services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

- A weather station shall be provided and installed onsite to collect site specific weather data as needed to document adverse weather conditions and substantiate Contractor's claim for adverse weather delays. **Per fee proposal phone conference with GWA on 01/25/23 the weather station has been (descoped)**

IV. CLARIFICATIONS AND ASSUMPTIONS:

1. **AECOM Staffing** - For this project, AECOM is proposing to provide staff resources necessary to provide the services detailed above in Section III, for a period of 14 concurrent months. The following durations have been used in determining the AECOM staffing assignments for this project:

- **Project Principal:** 48 hours of time have been provided as a limited budget for the principal-in-charge to provide periodical support in assuring the project delivery is appropriately delivered, staffed, and executed to the satisfaction of GWA.
- **Construction Manager:** Three months of part time construction management will be provided during the procurement phase (pre-bid). **Per our fee proposal review meeting with GWA of 01/12/23**, two months of part-time (75%) construction management services will be provided during the pre-construction phase services. Part time (100% to 75%) construction management services are scheduled for a period of eight months commencing from NTP for the start of construction through substantial completion, and one month for project closeout
- **Technical Admin/Document Control:** Two months of part time (50%) site clerical will be provided during the pre-construction phase services. **Per our fee proposal review meeting with GWA of 01/12/23**, part time (75%) site clerical services are scheduled for a period of eight months commencing from NTP for start of construction through substantial completion, and one month for project closeout.
- **Project Engineering Support:** Part time project engineering support will be provided for technical support to the inspectors during the pre-construction phase, for the first two months of the construction phase to assist in submittal review, RFI responses, and addressing other field issues (conflicts) that may arise, and for one month for project closeout
- **Resident Inspector:** **Per our fee proposal review meeting with GWA of 01/12/23**, part time (75%) resident inspector services will be provided for the two months of the pre-construction phase, eight months of full time (100%) inspection services commencing from NTP for start of construction through substantial completion, and one month for project closeout
- **CM Safety:** A part time AECOM site safety officer will be assigned to the project to conduct weekly onsite CM staff safety meetings and safety evaluations. This person will report directly to the principal-in-charge (Alex Cross) and not the project manager.
- **Special Inspector:** **Per our fee proposal review meeting with GWA of 01/12/23**, the previously proposed full-time position for the KHLG Special inspector for the eight month

construction phase has been descope.

- **Scheduler:** A limited budget amount has been allocated for our scheduler to review and analyze the Contractors monthly progress schedules as detailed in Task D9.0 above.

The utilization adjustments for the Construction Manager, Technical Admin/Document Control, Resident Inspector, and Special Inspector have been reflected on the attached "Construction Management Services Fee Proposal Manhour & Expense Distribution Summary dated 01/13/23 (Amendment 01)" to revise our total fee amount.

- 2. CQA Testing** - The Contractor is required by the contract documents to provide all material monitoring of soils, concrete, and AC pavement quality control testing. We recommend that the Owner provide independent testing for a minimum of 20% of the required quality control testing and have provided a limited testing allowance to do so. This allowance shall be managed on a time and materials basis to provide material laboratory testing, compaction testing, concrete compressive strength testing, and AC pavement testing by a licensed geotechnical engineering firm "as needed" at the discretion of the CM in coordination and concurrence with GWA. Testing needed that exceed the allowance shall be considered additional work and a cost change will be negotiated.

Please note that references to Quality Assurance Testing in the plans and specifications are the responsibility of the Contractor. The CMs CQA Testing shall be limited to that detailed in this proposal.

- 3. CQA Survey Control Verifications** - The Contractor is required by the specifications to provide all survey. Prior to commencement of the work, we recommend that the Owner provide an independent survey for verification of all temporary benchmarks, vertical and horizontal control. We have provided an initial QA survey verification allowance. This allowance shall be managed on a time and materials basis to provide "as needed" at the discretion of the CM in coordination and concurrence with GWA. Surveying services needed that exceed the allowance shall be considered additional work and a cost change will be negotiated. For example, additional allowance would be required to mark the right-of-way limits.
- 4. Project Construction Schedule** - It is our understanding that the duration for this project is estimated to be 14 months from completion of the final drawings. This includes procurement, pre-construction, construction, and close-out. We have used these milestones to determine or staffing and staff utilizations. In addition to the project execution phase, it is our understanding that GWA will initiate the preconstruction and construction phase service via separate NTP. We will allocate our staffing accordingly.
- 5. Job Site Safety** - Job site safety is the sole responsibility of the Contractor. The CM assumes the Contractor shall perform all work in accordance with the requirements of the Contract Documents, applicable federal and local regulations, compliance with regulations of public agencies having jurisdiction, including safety and health requirements of the Territory of Guam and the Occupational Safety and Health Administration of the US Department of Labor (OSHA) as may be required.

If AECOM believes that the Contractor is not conducting their work in compliance with OSHA requirements, we may request GWA bring in an independent third-party safety expert to determine the extent of the Contractor's compliance and potential mitigation for non-compliance. We recommend that GWA include language in the contract documents requiring the Contractor to pay for this additional cost in the event it is necessary.

6. Stop Work Orders - It is understood that the CM shall be authorized to issue stop work orders for the portion of or the entire project in accordance with the following:

- Without prior notice to GWA when actions by the Contractor threaten the health and safety of the Contractor's personnel, inspectors, or the public.
- With prior notice to GWA when actions by the Contractor are in violation of the contract documents or local or federal laws.

7. Limited Permitting Support - AECOM will assist GWA and the EOR to facilitate procurement of DPW Building permits as expeditiously as practicable. The EOR shall provide all hard and electronic copies of the contract documents and reports as may be required for submittal and processing of the DPW Building permit and the associated reviewers. AECOM will not be responsible for any fees related to the processing, review, or issuance of the permit. No other project specific permitting services are included in this scope of work. All permit fees are excluded.

8. Fee Schedule Assumptions - Our lump sum fee for the various phases, assumes all CM services will be provided as discussed in Section IV above and consecutive calendar days from NTP. GWA agrees to negotiate with AECOM for change orders for additional construction management services due to construction delays, time extensions, additional work, adverse weather delays, or any other reason that increase the amount or duration of services until final acceptance of the project is achieved.

9. Overtime Inspection Services - The Construction contract shall include requirements that the Contractor shall pay for all overtime for inspection costs specifically requested by the Contractor outside of the normal 40-hour work week. This requirement will be strictly enforced and supported by GWA with payment coming out of the Contractor's progress payment requests and provided to AECOM by GWA via change order.

10. Warranty Follow up - Warranty follow up beyond the contract period is not included in the scope. If required, a fee will be negotiated with GWA.

11. Other Services - Archeological Survey, Archeological Monitoring, Section 106 Historic Preservation, biological resource monitoring, Section 7 Endangered Species Act or other similar work is to be provided by others.

V. FEE SCHEDULE

Task Description	Amount	Duration
1. AECOM CM Team		
Procurement (Pre-Bid) Phase Services	\$54,502.89	3 months
Pre-Construction Phase	\$125,533.05	2 months
Construction Phase Services	\$550,380.65	8 months
Close-Out Phase Services	\$80,321.29	1 month
<i>Subtotal</i>	\$810,737.87	14 Months
2. Sub-Consultant Services		
KHLG (Special Inspector)	\$0.00	descope
Matson (Scheduling)	\$16,315.20	12 Months
Management Fee 10%	\$1,631.52	Allowance
<i>Subtotal</i>	\$17,946.72	
3. Expenses		
Vehicles, Phone, Internet, ODC's	\$27,517.40	14 Months
<i>Subtotal</i>	\$27,517.40	
4. Allowances		
Geo-Engineering (Geotech)	\$20,000.00	Allowance
Surveying	\$10,000.00	Allowance
ProCore Software	\$5,000.00	Allowance
<i>Subtotal</i>	\$35,000.00	Allowance
<i>Subtotal 1,2,3,4</i>	\$891,201.99	
GRT @ 5.262%	\$46,895.05	
TOTAL LUMP SUM FEE	\$938,097.04	

We are looking forward to working with GWA on this project and being part of this successful construction project.

This proposal is conditioned upon the negotiation of mutually acceptable contract terms.



Guam Waterworks Authority (GWA)
Construction Management Services Fee Proposal
Dungca Beach Sewer Line Relocation - Phase 1
GWA Project No. S20-001-EPA
01/05/2024 (Amendment 03)

CLASSIFICATION	MANHOURS	RATE	AMOUNT
DIRECT LABOR:			
Project Principal (A. Cross)	48.00	\$260.65	\$12,511.01
Project Manager/Lead CM (B. Ryley)	1,640.00	\$237.53	\$389,550.31
Project Engineering Support (P. Diaz)	144.00	\$231.09	\$33,277.41
Resident Inspector (TBD - AECOM)	1,680.00	\$146.78	\$246,582.00
Technical Admin/Document Control (D. Pangelinan)	1,280.00	\$86.53	\$110,761.82
QA Cost Estimating (D. Baggett)	-	\$143.12	\$0.00
CM Safety (K. Robertson)	112.00	\$161.21	\$18,055.33
		LABOR	\$810,737.87
SUB-CONSULTANTS:			
	UNITS	\$/UNIT	AMOUNT
Special Inspector (TBD - KHLG)	-	\$131.19	\$0.00
Scheduling (Matson)	96.00	\$169.95	\$16,315.20
Management Fee 10%			\$1,631.52
		SUB-CONSULTANTS	\$17,946.72
REIMBURSABLES:			
	UNITS	\$/UNIT	AMOUNT
Vehicle	25.00	\$1,000.00	\$25,000.00
Mobile Phone	25.00	\$55.00	\$1,375.00
Weather Station (descoped)	0.00	\$0.00	\$0.00
Internet	14.00	\$81.60	\$1,142.40
		REIMBURSEABLES	\$27,517.40
ALLOWANCES:			
	UNITS	\$/UNIT	AMOUNT
Geotechnical (Geo-Engineering)	1.00	\$20,000.00	\$20,000.00
Survey (DCA)	1.00	\$10,000.00	\$10,000.00
ProCore Software	1.00	\$5,000.00	\$5,000.00
		ALLOWANCES	\$35,000.00
SUBTOTAL LABOR FEE, SUBCONSULTANTS, AND REIMBURSEABLE COSTS			\$891,201.99
	5.262%	Guam GRT	\$46,895.05
TOTAL			\$938,097.04

Notes:
 Fee Estimate is based on attached schedule .
 OT inspection = >8 Hr/d; > 40 Hr/wk; Sat/Sun/Hol.