

RESOLUTION NO. R18-14

A RESOLUTION APPROVING A TASK ORDER AUTHORIZING KADRMAS, LEE & JACKSON, INC. FOR SERVICES RELATING TO THE CITY'S EAST 6TH STREET RECONSTRUCTION PROJECT.

WHEREAS, the City of Laurel previously executed an Agreement for Professional Services with Kadrmas, Lee & Jackson, Inc. ("KLJ") on December 5, 2017, via Resolution No. R17-69; and

WHEREAS, the City of Laurel requires engineering services for the City Project known as the East 6th Street Reconstruction Project as described in the attached Task Order with is incorporated herein by reference; and

WHEREAS, the services to be provided and cost for such services are fully described in the attached Task Order.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Task Order authorizing the services to be performed by KLJ for the City of Laurel is hereby approved and the Mayor is hereby authorized to execute the attached Task Order on the City's behalf.

Introduced at a regular meeting of the City Council on April 3, 2018, by Council Member Klose.

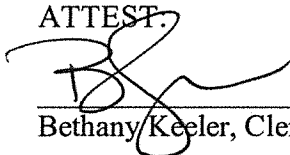
PASSED and APPROVED by the City Council of the City of Laurel this 3rd day of April, 2018.

APPROVED by the Mayor this 3rd day of April, 2018.

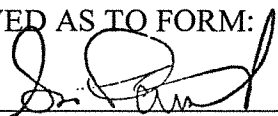
CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Keeler, Clerk-Treasurer

APPROVED AS TO FORM:


Sam Painter, Civil City Attorney

This is a Task Order for KLJ Project No. 1804-00121, consisting of 4 pages, plus attachments.

Task Order: East 6th Street Reconstruction

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 5, 2017 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: April 3, 2018
- B. Owner: City of Laurel
- C. Engineer: Kadrmas, Lee & Jackson, Inc. (dba "KLJ")
- D. Specific Project (title): East 6th Street Reconstruction
- E. Specific Project (description): Street reconstruction and related work from 1st Avenue to Wyoming Avenue

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
Set forth in Part 1—Basic 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.
- B. Resident Project Representative (RPR) Services – Owner and Engineer anticipate a Task Order amendment to incorporate RPR services following completion of Final Design Phase services.
- C. Designing to a Construction Cost Limit – Not Used
- D. Other Services – Not Used
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. 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

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:
- Pay the cost of any review fees imposed by agencies having jurisdiction over the project.
 - Coordinate with Laurel Public Schools and other stakeholders to evaluate access and traffic control considerations.
 - Perform all duties (including legal and bond counsel) related to creating a special improvement district not identified in Engineer’s Basic Services below.

5. Task Order Schedule

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:
- Owner desires to have construction occur between July 5, 2018 and August 23, 2018. Engineer will plan the project to accommodate these dates, barring delays from SID creation, weather or other unexpected circumstances.
 - Owner will provide review comments, in writing, to Engineer for any draft deliverables submitted by Engineer. Owner will provide comments within 10-days of receipt from Engineer. Owner acknowledges delays in review/response may extend the final schedule.
 - Engineer shall provide periodic updates to Owner on the anticipated completion schedule, throughout the duration of the project.

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: Study/Report, Design and Bidding Phases (A1.01-A1.05)	\$126,770.00	Lump Sum
2. Basic Services: Construction and Post-Construction Phase (A1.06-A1.07)*	\$ (tbd)	Direct Labor
TOTAL COMPENSATION	\$126,770.00	
3. Additional Services (Part 2 of Exhibit A)	(N/A)	Direct Labor

*Based on a [tbd] -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: None

8. Other Modifications to Agreement and Exhibits: None

9. Attachments:

Exhibit A – Engineer’s Services for Task Order

10. Other Documents Incorporated by Reference:

December 5, 2017 Agreement between Owner and Engineer for Professional Services, Task Order Edition


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 April 3, 2018.

OWNER: City of Laurel

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: 
Print Name: THOMAS C NELSON
Title: MAYOR

By: _____
Print Name: _____
Title: _____

Engineer License or Firm's
Certificate No. (if required): PEL-EF-LIC-37
State of: Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Kurt Markegard
Title: Director of Public Works
Address: PO Box 10
Laurel, MT 59044
E-Mail Address: kmarkegard@laurel.mt.gov
Phone: 406-628-4796

Name: Carl Jackson
Title: Project Manager
Address: PO Box 80303
Billings, MT 59108
E-Mail Address: carl.jackson@kljeng.com
Phone: 406-245-5499

Engineer's Services for Task Order: East 6th Street Reconstruction

PART 1—BASIC SERVICES

A1.01 *Study and Report Phase Services*

- A. Project Management—tasks below apply to the entire Task Order.
1. Organize and facilitate kick-off meetings (one each) with Owner and Engineer's project teams to confirm roles, responsibilities and expectations for completing the project.
 2. Provide project management services consisting of creating a work breakdown structure and detailed project schedule, creating and implementing a project management plan, facilitating weekly progress meetings and team coordination, reviewing time and expenses and generating monthly invoices, providing bi-weekly status updates to Owner, and provide oversight of the day-to-day Project activities.
 3. Attend up to three (3) unscheduled meetings as needed to coordinate with Owner or other stakeholders.
 4. Public Informational Meeting – It is expected that one (1) public informational meeting will be held prior to construction. Engineer will prepare necessary exhibits and attend to represent the project.
- B. 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.
 2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
 - a. Provide a geotechnical investigation, including up to six bore holes, suitable for the design of the rehabilitations within the project area. The investigation will include evaluation of bearing capacities, corrosion potential, ground water depth, if encountered, and laboratory testing. This investigation will be the basis of pavement design and subsurface drainage evaluations.
 - b. Evaluate up to four (4) pavement section alternatives based on observations and recommendations provided by the geotechnical engineer. Alternative sections to include geotextiles, aggregate material thicknesses and potential subsurface drainage elements. Evaluate cost-effectiveness of each alternative. Design of subsurface drainage features to increase pavement design life, due to high groundwater, is not included but would be performed as Additional Services if deemed the preferred alternative from this evaluation.

- c. Drainage Analysis – Evaluate opportunities and constraints related to utilizing existing storm water conveyances, including curbs, gutters, pipes and storm drains. Provide a preliminary delineation of drainage patterns within the right-of-way (existing and proposed), assess any known deficiencies, and advise Owner accordingly. Conduct a cursory review of drainage flow patterns coming from Thompson Park. A detailed hydrologic or hydraulic analysis, or design of surface water storm drains and other alternative storm water management or treatment facilities, is not included, and would be provided as Additional Services following this analysis and upon Owner request.
 - d. Engineer's services include providing two (2) conceptual alternatives of the final street cross section, to assist Owner with determining the final project scope based on Owner's budget constraints.
3. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information described in Exhibit B, 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.
 4. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
 5. 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.
 6. Prepare a report(s) 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. For the purposes of this Task Order, the report(s) consist of a geotechnical investigation report and memorandum(s) summarizing Engineer's drainage analysis and evaluation of road construction alternatives.
 7. Furnish three (3) review copies of the Study and Report Phase deliverables to Owner and review with Owner.
 8. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish two (2) copies of the revised Study and Report Phase deliverables to the Owner. Engineer's fee is based on completing revisions one time; multiple iterations will be provided as Additional Services.
- C. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Study and Report Phase deliverables. Up to two (2) combined Site visits or Owner meetings are included in the above Study and Report Phase tasks.

A1.02 *Special Improvement District Creation Phase*

A. As Basic Services, Engineer shall:

1. Provide assistance to Owner for creating a special improvement district (SID). Owner's intent is to create a SID that will pay for portions of project costs related to sidewalks and private driveway approaches. Prior to Engineer commencing with below tasks, Owner will confirm the construction items to be included in SID costs.
 - a. Provide an opinion of total probable construction cost summary for items selected by Owner to be included in the SID. Owner will determine cost of bond issuance and other SID-related costs not related to Engineer's fees and opinion of probable construction cost.
 - b. Complete property ownership research and mapping, which includes obtaining information available from public records and creating an ownership exhibit showing the SID boundary determined by Owner, and individual parcel boundaries with address, subdivision, lot and block information.
 - c. Compile and provide Owner a property ownership data list including parcel owner names, TaxID number, address and legal description. Assuming an iterative process will be necessary to determine the preferred method of assessment, complete up to three (3) iterations of opinion of probable construction cost. Owner will be responsible for evaluating and verifying lot sizes, for determining the method of assessment (cost per lot, cost per square foot, cost per linear foot of frontage, etc.), and for calculating the final per lot assessment amount.
 - d. Submit drafts of the above deliverables for Owner's review and comment and revise one time after initial review by Owner.
 - e. Attend up to three (3) staff, City Council, public hearings or other meetings related to the SID creation process. Owner will conduct individual meetings with parcel owners.

A1.03 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Existing utility mapping will include Engineer contacting utility owners and obtaining available information.
 - a. Provide right-of-way and parcel ownership research and mapping. Research property boundaries based on plats and certificates of survey obtained from public records. The right-of-way survey is projected to include ties only to readily identifiable property corners in order to allow survey maps on each side to be computed and attached to the base drawing. This procedure is anticipated to be sufficiently accurate to reasonably determine the existing right-of-way and decide if right-of-way acquisition should be evaluated in greater detail. If acquisition is necessary, subject properties likely will require individual surveys and lot lines verified, the work associated with which is not included in this scope of work and will be addressed as Additional Services.

- b. Topographic and Design Surveys – Complete and furnish preliminary ground survey of project limits to include site contours, existing surface features, and above- and below-ground utilities. Topographic survey will generally be bounded within right-of-way limits, and occasionally beyond as needed to verify grades, adjacent features, and structures. The topographic survey will be accomplished by conventional survey methods. Primary control points will be established as Montana NAD83 (2002) OPUS corrected State Plane Coordinates. Prior to beginning topographic data collection, a level network will be run through all control points and tied to the vertical datum. As topographic data is collected an ongoing QC-QA process will verify all data and make sure pertinent features are included on the map.
 - c. Base Drawing Preparation – Create a base drawing depicting calculated parcel boundaries, topographic survey data, and record drawings provided by Owner and other utility owners.
 - d. Engineer’s fee assumes that the above work will occur during a period when snow is not present at the Site.
2. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. The extent of Engineer’s design tasks that will be reflected in Drawings and Specifications, will include the following components:
- a. Geometric (plan & profile) Design – This task includes establishing the typical section and then designing final roadway alignments, grades, and cross-sectional features including pavement, curb/gutter, valley gutters, sidewalks, accessibility ramps and drive approaches. Geometric design will be from the east side of the 1st Avenue right-of-way to Wyoming Avenue. Design modifications to the Wyoming Avenue intersection will be minimal only if required to improve drainage. Modifications to the 1st Avenue intersection are not included.
 - i. Owner intends to salvage all sidewalk that is in good condition. Designing new sidewalk alignment and profile on the north side of the road to accommodate drainage from Thompson Park is not anticipated.
 - b. Water main rehabilitation
 - i. Design replacement of the existing fire hydrant on the north side of the Colorado Avenue intersection, including the 6-inch hydrant lead crossing East 6th Street.
 - ii. Design replacement of three (3) water valves near the Wyoming Avenue intersection, and approximately 20-feet of water main from each new valve to connect with existing water main.
 - iii. Design an additional fire hydrant on the southwest quadrant of the Wyoming Avenue intersection.
 - c. Detail Drawings – Provide detail drawings of grading, paving, approaches, intersections and other supplemental design information required for construction.
 - d. Traffic Control – This task includes determining signing and pavement markings for permanent traffic control, as well as evaluating haul routes and creating a temporary traffic control plan for

use during construction. This task does not include traffic operations analysis or traffic signal design, nor does it include a parking study.

- e. The project will be confined to existing right-of-way limits. However, existing fences, landscaping, retaining walls and similar features may be disturbed by construction. Since the extent of potential impacts is undetermined, the scope of work does not include design of repairing or replacing adjacent private property features. If required, Engineer would provide related work as Additional Services upon Owner's authorization.
3. The following tasks are also included in Engineer's scope of services as part of the Preliminary Design Phase.
 - a. Coordinate with Owner to evaluate considerations related to parks or trails and incorporate such considerations in the Preliminary Design Phase documents.
 - b. Coordinate with affected private utility owners (power, gas, phone, etc.), and evaluate if existing or potential conflicts necessitate utility relocation. If required, facilitate one (1) preliminary utility coordination meeting with Owner and other utility owners. Provide a written recommendation. Completing a Subsurface Utility Engineering (SUE) survey is not included in this scope of work.
 - c. Coordinate permitting with MDT, if necessary. Additional permitting is not anticipated.
 4. 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.
 5. 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), 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.
 6. Furnish two (2) 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.
 7. Visit the Site as needed to assist in preparing the Preliminary Design Phase documents and to review with Owner. Up to two (2) combined Site visits or Owner meetings are included in the Preliminary Design Phase tasks, excluding A1.02.A.1 above.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables. Engineer's fee is based on completing the Preliminary Design Phase services above one time; multiple iterations will be provided as Additional Services. Engineer will not proceed with Final Design Phase without Owner's acceptance of Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables that may affect the scope of the Project.

A1.04 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. On the basis of the above acceptance, direction, and authorization, and after receiving Owner's written review comments, prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Engineer's fee is based on completing the Final Design Phase services described below one time; multiple iterations will be provided as Additional Services.
3. Visit the Site as needed to assist in preparing the final Drawings and Specifications and to review with Owner. Up to two (2) combined Site visits or Owner meetings are included in the Final Design Phase tasks.
4. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from MDT, if necessary. Additional permitting is not anticipated.
5. Temporary Easements – determine extents of temporary easements and prepare exhibits and description for Owner's use in obtaining temporary construction easements. Owner will be responsible for temporary easement negotiations.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
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. Furnish for review by Owner, its legal counsel, and other advisors, three (3) 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.

10. 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.

A1.05 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. Consult with Owner as to the qualifications of prospective contractors.
 4. 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.
 5. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, evaluate bids and provide a recommendation of award (if applicable), and assist Owner in assembling final contracts for the Work for execution by Owner and Contractor and in issuing notices of award of such contracts.
 6. If Owner engages in negotiations with bidders or proposers, assisting Owner with respect to technical and engineering issues that arise during the negotiations will be provided subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.06 *Construction Phase*

- A. The scope of this phase will be developed following Final Design and included by amendment.

A1.07 *Post-Construction Phase*

- A. The scope of this phase will be developed following Final Design and included by amendment.

A1.08 *Commissioning Phase—Not Included*

A1.09 *Other Services—Not Included*

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. This Task Order contains specific information regarding tasks, number of iterations, and deliverables to be provided by Engineer. In addition to those specifically identified herein, the following list, which is not intended to be exclusive, summarizes other exclusions.
 - a. Boundary surveys or establishing survey monuments
 - b. Traffic analyses
 - c. Public or private utility analyses, modeling or design, other than water system rehabilitation identified above.
 - d. Hydrologic and Hydraulic analyses required for detailed analysis of inlet capacity, evaluating potential overflow routes or flooding, or other tasks required to determine storm drain sizes
 - e. Subsurface drainage system design
 - f. Design of drainage improvements to Thompson Park.
 - g. Structural design
 - h. Landscape or irrigation design
 - i. Right-of-way or permanent easement acquisition services
 - j. 3-D or artistic renderings
2. 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.

3. 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.
4. 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, requested by Owner, or are due to any other causes beyond Engineer's control.
5. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.
6. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
7. 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.
8. 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 constructibility 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.
9. 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.
10. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
11. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
12. 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.
13. 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.
14. 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.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05, 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.
 16. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 17. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 18. 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. Upon request of Owner, attendance at meetings and completing site visits in addition to those identified above.
 2. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 3. 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.
 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.