

June 4, 2020

Vincent Chirichella, PE  
Senior Project Manager  
Durham County – Engineering and Environmental Services  
5926 Highway 55 East  
Durham, NC 27713

Re: Snow Hill Road Pump Station Construction Phase Assistance

Dear Mr. Chirichella:

We are pleased to submit this proposal for construction phase services assistance related to the Snow Hill Road Pump Station Project. A project description and scope of work is provided below:

The Snow Hill Road Pump Station (SHRPS) is being delivered by Progressive Design Build. Freese and Nichols, Inc. (FNI) is acting as the Owner's Advisor for the project. It is anticipated that multiple GMP's will be issued for various stages of the project. FNI will assist the County with Construction Phase Services as described below. A detailed scope of work is provided below:

#### **A. Contract Administration**

FNI will provide Construction Administrative services for this contract. FNI will administer the contract to the fullest extent possible and endeavor to protect Owner and its project in the process. It will endeavor to protect the interests in the manners described below and lead efforts associated with the tasks below unless specifically noted otherwise. It is understood that FNI does not guarantee the Design Builder's performance, nor is FNI responsible for supervision of the Design Builder's operation and employees.

1. **Project Management** - The Project Manager is responsible for the daily direction, coordination, and management of services to be performed under this agreement. The Project Manager will be the primary contact with the Owner, the Owner's designated representative, and the other parties performing work related to this Project. Monitor Contract Budget and Report to Owner. Conduct Quality Assurance for activities conducted within this agreement. Produce monthly invoice summary and detailed breakdown of services.
2. **Monthly Reporting** - Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, construction schedule, submittal status, project issues and pending and approved contract modifications. FNI will provide Monthly progress reports and weekly Construction Activity Reports.
3. **Additional Progress Meetings** – The original contract included up to 12 on-site progress meetings. This task includes up to an additional twelve (12) meetings with the Design Builder and the Owner. This task includes preparing and circulating copies of the meeting minutes.

4. Document Control - Maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of Design Builder's submittals and provide for filing and retrieval of project documentation. Review Design Builder's submittals, including, material test reports, modification, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the Design Builder in sending and processing submittals to see that documentation is being processed in accordance with schedules. FNI Manager will be the web portal used to process all submittals.
5. Schedule Review - Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by Design Builder and consult with Owner concerning acceptability.
6. Non-Conforming Work - Execute the non-conforming work process per the contract documents. The Contract Administrator will notify the Design Builder and the Owner of non-conforming work observed on site visits. Review quality related documents provided by the Design Builder such as test reports, equipment installation reports or other documentation required by the Construction contract documents. The contract administrator will track the non-conforming work item until the issue is resolved.
7. Substantial Completion - Conduct a Substantial Completion walk through of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the Design Builder before recommendation of final payment.
8. Final Completion - Conduct a Final Completion walk through of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the Design Builder before recommendation of final payment.
9. Pay Applications - Based on FNI's observations and review of the Payment Requests and supporting documentation submitted by Design Builder, determine the amount that FNI recommends Design Builder be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
10. Change Management - Process contract modifications and negotiate with the Design Builder on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared.
11. Request for Revisions - Consider and evaluate Design Builder's suggestions for revisions to Drawings or Specifications and report recommendations to the Owner. Transmit to the Design Builder in writing decisions as issued by the Project Team.
12. Project Closeout - Review legal releases, permits, warranties, and spare parts provided by the Design Builder. Review and comment on the certificate of completion and the recommendation for final payment to the Design Builder. Review and deliver the red-line drawings produced by the Design Builder. Produce a letter of substantial and final completion upon the completion by the Design Builder. Provide (1) digital copy of the Project Data and provide to the Owner via a USB drive.

13. Project Coordination and Issues Resolution - Communicate with the project team throughout the project in order to document, monitor and track project issues until completion. These issues will be tracked via the FNI Issues Log.

## **B. Construction Observation**

1. The person providing Contract Observation will act as the Owner's Agent at the site and will act as directed by and under the supervision of the Contract Administrator. The CO's dealings in matters pertaining to the on-site work shall in general be with Contract Administrator and Design Builder. Additionally, the CO's primary duty will be to act as the Owners independent on-site Quality Control. These efforts do not replace the Design Builder's obligation to provide quality control for its work.
2. Construction Observation – Provide part time CO for the duration of the project on average of 3 days/week to observe the installation of construction. For purposes of the scope, up to 200 site visits for a total of up to 1,600 hours is included.
3. Site Visit Reports – Produce Site Visit reports based on observations in the field. The CO shall document all observed construction activities while onsite including weather, crew size and compilation, equipment in use, inoperable equipment, work installed, non-conforming work items, project issues, site discussions, and persons visiting the site. Place all Reports on FNi Manger.
4. Daily Photographic Documentations – Photo document the progress of the project. Place all photographic documentation on FNi Manger.
5. Material Testing Firm Coordination – Coordinate material testing with the material testing firm and the Design Builder.
6. Document Interpretation – Work in conjunction with the Contract Administrator to interpret the drawings and specifications for the Design Builder(s) as needed.
7. Non-Conforming Work – As part of onsite activities the CO shall identify non-conforming work items. The CO will notify the Contract Administrator and the Design Builder when a non-conforming item is observed.
8. Meetings - Attend meetings with Design Builder, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
9. Schedules - Review the progress schedule as part of the daily and weekly activities. Provide input to the Contract Administrator as required.
10. Shop Drawings and Product Data – Review all approved shop drawings and product data. Use the data in the review of the installed work.
11. Pay Request – Review initial pay request prior to the Design Builder submission to the Contract Administrator.
12. Project Closeout – Assist the Contract Administrator in processing closeout documentation.

Limitations of Authority of Contract Administrator and Construction Observation:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the Owner.
2. Shall not undertake any of the responsibilities of Design Builder, Subcontractor, Suppliers, or Design Builder's superintendent.
3. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or Design Builder.
5. Shall not accept shop drawing or sample submittals from anyone other than the Design Builder.
6. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Owner.

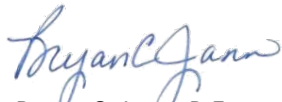
**TIME OF COMPLETION:** FNI is authorized to commence work on the project upon execution of this proposal and agrees to complete concurrently with the Design Builder's schedule. It is anticipated that the total Construction Phase will extend for up to eighteen (18) months. Two (2) months of coverage is included in a separate agreement.

**COMPENSATION:** FNI proposes to furnish the services for a Not to Exceed fee of Two Hundred Ninety-Seven Thousand Six-Hundred Sixty Dollars (\$297,660) broken down as follows:

- Task A – \$112,010
- Task B – \$185,650

Sincerely,

**FREESE AND NICHOLS, INC.**

A handwritten signature in blue ink that reads 'Bryan C. Jann'.

Bryan C. Jann, P.E.  
Principal / Vice President