

**CONTRACT AMENDMENT
NO. 1**

South Water Supply Project

This Amendment shall be made a part of the City of Killeen South Water Supply Project Professional Services Agreement. This Contract was entered into on February 14, 2017. The change in the fee structure is as follows:

JUSTIFICATION:

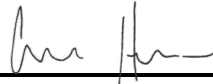
On February 14, 2017, City Council approved a Professional Services Agreement (PSA) with Freese and Nichols (FNI) for the design and contract administration of the South Water Supply Project for an amount of \$1,863,179. Since the approval of this project, the original scope of work has changed considerably. The following table and attached proposal outline the additions and deductions to the contracted services. Most of the additions are due to separating this project into four construction projects, extending the project duration from 25 months to an estimated 96 months, and requiring the acquisition of 15 ROWs. The price differential between the original scope of work and the revised scope of work is \$312,543.

Original Scope Item	Scope Change	Associated Fee Change
3.0 MG Ground Storage Tank	Changed to 1.5 MG Elevated Storage Tank (mostly electrical increases)	Negligible (\$0)
8,100 Linear Feet (LF) of 30-inch and 20-inch Water Pipeline	Reduced to 3,000 LF of Water Pipeline	-\$45,000
8 MGD Pump Station	No Change	\$0
24,000 LF of 20-inch Water Pipeline	Changed to 9,000 LF of 24-inch Water Pipeline	-\$80,000
Acquisition of Right-of-Way to be completed by the City	Acquisition of 15 Right-of-way parcels and 5 rights-of-entry by FNI's subconsultant	\$183,488
Ground storage tank siting study included in scope	Additional elevated storage tank siting study required	\$10,118
Bid Phase - one bid package for all project components	*Project has been split into 5 separate bid packages (including 1 re-bid)	\$30,000
Construction Phase – one bid package for all project components	Project has been split into 4 separate bid packages	\$89,882
No modeling work included in original scope of work	Additional modeling work was requested by the City	\$7,080
No welding/coating inspection in original scope of work	Added in welding/coating inspection for steel EST	\$51,975
Project based on duration of 25 months	Project duration has been extended to an estimated 96 months leading to additional coordination and management	\$65,000
	Total Additions/Deducts Related to Scope Changes:	\$312,543

Scope of Service	Phase	Present Contract Amount	Proposed Amendment	Proposed Contract Amount (Original thru Amendment)
Lump Sum fee proposed	-	\$1,863,179		\$1,863,179
Additional Services #1	-		\$312,543	

Total	\$1,863,179	\$312,543	\$2,175,722
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Freese and Nichols

By: 

Title: Principal

Date: 01/18/2023

City of Killeen

By: _____

Title: _____

Date: _____

AMENDMENT(S) FOR

Project Title

(Project Name)

Department/Division:		Public Works/Water and Sewer		NOTE	
Vendor Name:		Freese and Nichols		1. If individual Change Order request is ≥ \$50,000, please attach CCMR in front of Change Order request for Council approval	
Original Contract Amount:		\$1,863,179.00		2. If, cumulatively, Change Orders are ≥ 25% of awarded contract amount please attach CCMR in front of Change Order request for Council approval	
Date CCMR Approved:		02/14/17			
				Bid No.:	
				N/A	
				CCMR No.:	
				RS-17-010	

HISTORY OF CHANGE ORDERS

CO#	Proposed or Approved	Date CCMR Approved	CCMR#	Amount	Account Number (xxx-xxxx-xxx-xxxx)	BRIEF Reason for Change Order Request (must fit in allotted space)	Updated Contract Amount	% Change in Contract
1	<input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Approved			\$183,488.00	349-8934-493.69-01	Acquisition of 15 right-of-ways	\$2,046,667.00	9.85%
2	<input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Approved			\$129,055.00	363-8934-493.69-01	Agreement divided into four separate construction projects resulting in scope changes	\$2,175,722.00	16.77%
3	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$2,175,722.00	16.77%
4	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$2,175,722.00	16.77%
5	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$2,175,722.00	16.77%
6	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$2,175,722.00	16.77%
7	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$2,175,722.00	16.77%
8	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$2,175,722.00	16.77%
9	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$2,175,722.00	16.77%
10	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$2,175,722.00	16.77%

Dept. Head Signature/Date

Recommended:

Recommended:

Purchasing Manager/Date

Director of Finance/Date

Recommended:

Approved/Disapproved:

City Attorney/Date

City Manager/Date

January 18, 2023

Steve Kana, PE
Director of Water and Sewer Utilities
City of Killeen

Re: Killeen South Water Supply Project Amendment 1

Dear Mr. Kana:

The City of Killeen (City) contracted Freese and Nichols (FNI) in February 2017 to complete design, bid and construction phase services associated with the South Water Supply Project (Project). Since that time, the scope of work for the project has changed to include both additions and deductions of contracted services. Table 1 gives an overview of all original scope items and changes to these scope items that have occurred during the project, along with corresponding fee additions or deducts. The price differential between the original contracted scope and the revised scope is \$312,543, which corresponds to the sum total of all adds and deducts in Table 1. The proposed amendment is for this revised amount.

Table 1: Project Scope/Fee Changes

Original Scope Item	Scope Change	Associated Fee Change
3.0 MG Ground Storage Tank	Changed to 1.5 MG Elevated Storage Tank (mostly electrical increases)	Negligible (\$0)
8,100 Linear Feet (LF) of 30-inch and 20-inch Water Pipeline	Reduced to 3,000 LF of Water Pipeline	-\$45,000
8 MGD Pump Station	No Change	\$0
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Ground storage tank siting study included in scope	Additional elevated storage tank siting study required	\$10,118
Bid Phase - one bid package for all project components	*Project has been split into 5 separate bid packages (including 1 re-bid)	\$30,000
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No modeling work included in original scope of work	Additional modeling work was requested by the City	\$7,080
No welding/coating inspection in original scope of work	Added in welding/coating inspection for steel EST	\$51,975
Project based on duration of 25 months	Project duration has been extended to an estimated 96 months leading to additional coordination and management	\$65,000
	Total Additions/Deducts Related to Scope Changes:	\$312,543

*Includes \$7,658 for Phase 1 Re-bid

The attached scope and fee documents represent the remaining work to be done on the contract. These reflect the differential total that is being requested. **Table 2** below shows a summary of effort to date on the project and the remaining work needed to complete the project.

Table 2: Summary of Effort to date and Effort to Complete

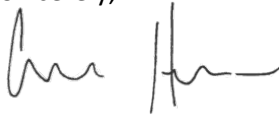
Summary of Tasks Performed to Date	Effort
<i>Phase I Water Line and EST/PS site evaluations</i>	
Project Management	\$ 40,066
Preliminary Design	\$ 123,418
EST Location Feasibility and OPPC	\$ 12,139
Final Design	\$ 48,720
Bid Phase	\$ 8,694
Re-bid phase	\$ 7,658
Construction Phase	\$ 6,196
<i>Phase II EST Design</i>	
EST Preliminary Design	\$ 43,606
Site Survey	\$ 3,360.00
Geotech	\$ 34,346
Design Phase	\$ 258,228
Bid Phase	\$ 18,009
Construction Phase	\$ 72,698
*Welding & Coating Inspection	\$ 51,975
<i>Phase IIIa Pump Station Design</i>	
Preliminary Design	\$ 86,808
Final Design	\$ 469,691
<i>Phase IIIb UPP Pipeline Design</i>	
Design & ROE	\$ 149,896
Survey	\$ 32,340
<i>Water System Analysis</i>	\$ 7,080
Total of work performed to date	* \$ 1,474,935
Amount Remaining in Original Contract	\$ 388,244
Summary of work needed to complete project	
<i>Phase II EST Design</i>	
Complete Construction Phase	\$ 32,673
<i>Phase IIIa Pump Station Design</i>	
Complete Design Phase	\$ 19,148
Bid Phase	\$ 18,700
Construction Phase	\$ 226,757
<i>Phase IIIb UPP Pipeline Design</i>	
Complete Design Phase	\$ 113,180
ROW Coordination	\$ 183,488
Bid Phase	\$ 12,324
Construction Phase	\$ 94,517
Total Effort to Complete	\$ 700,787

*Represents design effort through December 31st, 2022

The difference between the Total Effort to Complete and the Summary of work needed to complete the project is \$312,543.

Please let us know if you would like to discuss this matter further or have any questions.

Sincerely,



Anne Hoskins, PE
Principal / Vice President

Attachment A
Killeen South Water Supply Scope of Work
Amendment No. 1
January 18, 2022

Background and Scope of Work

FNI started the design for The South Water Supply Project in February of 2017. The South Water Supply Project will distribute water delivered by Bell County WCID No. 1 from the Stillhouse Hollow Lake Water Treatment Plant to the Killeen water distribution system. The scope includes design, bid and construction services for the transport of water from a new delivery point in South Killeen to both the upper and lower pressure planes. The original scope for the project included:

- 3.0 million gallon (MG) ground storage tank (acting as elevated storage)
- approximately 4,600 LF of 30-inch pipeline
- approximately 3,500 LF of 20-inch pipeline
- 8 million gallon per day (MGD) firm capacity Upper Pressure Plane pump station
- approximately 24,000 LF of 20-inch Upper Pressure Plane pipeline.

The project was divided up into four smaller projects as listed below:

- Phase 1 – Approximately 3,000 LF of 20-inch water line in the Lower Pressure Plane (LPP). The water line was constructed in 2019.
- Phase 2 – 1.5 MG Elevated Storage Tank (EST) instead of 3.0 MG ground storage tank. Design of the EST is complete, and construction is almost complete.
- Phase 3a – Pump Station with a firm capacity of 8 MGD. The design of the pump station is 90% complete.
- Phase 3b – approximately 9,000 LF of 24-inch water line in the Upper Pressure Plane. The water line will connect from the pump station (Phase 3a) a proposed water line along SH 195. The design of this water line is 30% complete.

ARTICLE I – Remaining Scope Items to complete the project

A. Phase 2: 1.5 MG Elevated Storage Tank

The remaining items on the Phase 2 project are:

1. CONSTRUCTION PHASE:

- a) Facilitate two (2) more Monthly Construction Progress Meetings with the Contractor and the City during the Construction Phase to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents.

- b) Facilitate up to two (2) additional General Representation Site visits to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents.
- c) Continue Construction coordination.
 - i. Document Review: Establish and maintain a project documentation system consistent with the requirements of the construction Contract Documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review Contractor's submittals for compliance with the design concepts as follows.
 - ii. Interpret the drawings and specifications for City and Contractor.
 - iii. Prepare Field/ Change Order Documents and Requests for Proposals (RFP's): Evaluate notices of Contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the Contractor or available in project documentation. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the Contractor or other deviations from the Construction Contract Documents requested by the Contractor and approved by the City are an additional service. Substitutions of materials or equipment or design modifications requested by the City are an additional service.
 - iv. Notify City of Contractor's non-conforming work observed on site visits and provide site visit memorandums. In this effort CONSULTANT will endeavor to protect the City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to City.
 - v. Final Inspections: At the completion of the project, in company with the City's representative(s), conduct final inspections and prepare final inspection reports for the project.
 - vi. Record Drawings: Prepare the Record Drawings based on the revised redline Construction Drawings and information furnished by the construction CONTRACTOR reflecting changes in the Project made during construction. One (1) set of record drawings and specifications for all project components will be prepared at the completion of the project. Furnish one (1) electronic copy of plans and specifications in PDF format and one full size set of plans and specifications. Provide a geo-referenced CAD file with features adjusted to the location of GPS points collected in the field by the Contractor.

B. Phase 3a: Pump Station

The remaining items on the Phase 3A project are:

1. DESIGN PHASE:
 - a) Submit 100% sign and seal to the City and TCEQ for review.
2. BID PHASE: Coordinate with the City for successful bid phase initiation, planning, execution, monitoring, controlling, and closeout. The following services will be performed:
 - a) Meetings:
 - i. One (1) pre-bid conference.
 - ii. One (1) bid opening.
 - b) CONSULTANT will prepare one (1) bid packet/contract documents/advertisement for bids. CONSULTANT will assist the City in the bid process using CivCast to distribute plans, specifications, and addenda. CONSULTANT will provide a copy of the notice to bidders for

the City to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by the City.

- c) CONSULTANT will assist the City by responding to questions and interpreting bid documents. CONSULTANT will prepare needed addenda to the bid documents if necessary.
 - d) CONSULTANT will assist the City in the opening and analyzing of the bids received for the project, including reviewing the bids for errors and unit price discrepancies. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. This includes researching contractor qualifications and references.
 - e) CONSULTANT will recommend award of contract or other actions as appropriate to be taken by the City in the form of a Letter of Recommendation.
3. CONSTRUCTION PHASE: Upon execution of this AGREEMENT and upon receiving a Notice to Proceed from the City, CONSULTANT shall provide professional services in this phase as follows:
- a) Meetings: CONSULTANT will prepare meeting agendas and minutes for all meetings and workshops listed below:
 - i. One (1) pre-construction conference for one construction package with the Contractor and the City.
 - ii. Facilitate up to twelve (12) Monthly Construction Progress Meetings and Site Visits with the Contractor and the City during the Construction Phase to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. Site Visits and Progress Meetings will be held on the same day for BOTH construction packages.
 - b) CONSTRUCTION COORDINATION: Upon completion of the bid phase services, CONSULTANT will proceed with the performance of construction phase services as described below. CONSULTANT will endeavor to protect the City in providing these services however, it is understood that CONSULTANT does not guarantee the Contractor's performance, nor is CONSULTANT responsible for supervision of the Contractor's operation and employees. CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. CONSULTANT shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the project.
 - c) Prepare "Conformed" Construction Contract Documents: "Conformed" documents shall include information from the bid documents, legal documents, addenda, and other documents and/or forms required by the City, bound in the documents for execution by the City and the construction Contractor. The "Conformed" plans and specifications shall have all addenda incorporated into the original drawings and specifications. Furnish one (1) electronic copy, two (2) "full-size" sets and five (5) "half-size" sets of plans and specifications for the project for distribution to the City and the Contractor.
 - d) Document Review: Establish and maintain a project documentation system consistent with the requirements of the construction Contract Documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review Contractor's submittals for compliance with the design concepts as follows.
 - e) Interpret the drawings and specifications for City and Contractor.
 - f) Prepare Field/ Change Order Documents and Requests for Proposals (RFP's): Evaluate notices of Contractor claims and make recommendations to the City on the merit and value

of the claim on the basis of information submitted by the Contractor or available in project documentation. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the Contractor or other deviations from the Construction Contract Documents requested by the Contractor and approved by the City are an additional service. Substitutions of materials or equipment or design modifications requested by the City are an additional service. Review all field alterations and prepare/make recommendations for Field/Change Orders and RFPs as follows. Notify City of Contractor's non-conforming work observed on site visits and provide site visit memorandums. In this effort CONSULTANT will endeavor to protect the City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to City.

- g) Performance Testing Observation: Attend up to two (2) full days of site visits to observe and assist in performance tests, initial operations of the project
- h) Substantial Completion Inspections: Conduct, in company with the City, a Substantial Completion Inspection and Punchlist review for conformance with the design concept and general compliance with the Construction Contract Documents. Provide punch-lists of noted deficiencies to the City and Contractor.
- i) Final Inspections: At the completion of the project, in company with the City's representative(s), conduct final inspections and prepare final inspection reports for the project.
- j) Record Drawings: Prepare the Record Drawings based on the revised redline Construction Drawings and information furnished by the construction CONTRACTOR reflecting changes in the Project made during construction. One (1) set of record drawings and specifications for all project components will be prepared at the completion of the project. Furnish one (1) electronic copy of plans and specifications in PDF format and one full size set of plans and specifications. Provide a geo-referenced CAD file with features adjusted to the location of GPS points collected in the field by the Contractor.

C. Phase 3B: UPP 24-inch Water Line:

- 1. DESIGN PHASE:
 - a) Submit 60% and 90% Design Packages
 - b) Submit 100% sign and seal to the City and TCEQ for review.
 - c) Geotechnical Design Report included upto 5 geotechnical borings.
 - d) Provided Right of Way services to assist the City in acquiring Right of Way needed to constructed the proposed water line. Services will be provided by Cobb Fendley & Associates, Inc. A detailed scope of the Right of Way services is included in Cobb Fendley's proposal attached.
- 2. BID PHASE: Coordinate with the City for successful bid phase initiation, planning, execution, monitoring, controlling, and closeout. The following services will be performed:
 - a) Meetings:
 - i. One (1) pre-bid conference.
 - ii. One (1) bid opening.
 - b) CONSULTANT will prepare one (1) bid packet/contract documents/advertisement for bids. CONSULTANT will assist the City in the bid process using CivCast to distribute plans, specifications, and addenda. CONSULTANT will provide a copy of the notice to bidders for the City to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by the City.
 - c) CONSULTANT will assist the City by responding to questions and interpreting bid documents. CONSULTANT will prepare needed addenda to the bid documents if necessary.

- d) CONSULTANT will assist the City in the opening and analyzing of the bids received for the project, including reviewing the bids for errors and unit price discrepancies. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. This includes researching contractor qualifications and references.
 - e) CONSULTANT will recommend award of contract or other actions as appropriate to be taken by the City in the form of a Letter of Recommendation.
3. CONSTRUCTION PHASE: Upon execution of this AGREEMENT and upon receiving a Notice to Proceed from the City, CONSULTANT shall provide professional services in this phase as follows:
- k) Meetings: CONSULTANT will prepare meeting agendas and minutes for all meetings and workshops listed below:
 - i. One (1) pre-construction conference for one construction package with the Contractor and the City.
 - ii. Facilitate up to nine (9) Monthly Construction Progress Meetings and Site Visits with the Contractor and the City during the Construction Phase to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. Site Visits and Progress Meetings will be held on the same day for BOTH construction packages.
 - l) CONSTRUCTION COORDINATION: Upon completion of the bid phase services, CONSULTANT will proceed with the performance of construction phase services as described below. CONSULTANT will endeavor to protect the City in providing these services however, it is understood that CONSULTANT does not guarantee the Contractor's performance, nor is CONSULTANT responsible for supervision of the Contractor's operation and employees. CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. CONSULTANT shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the project.
 - m) Prepare "Conformed" Construction Contract Documents: "Conformed" documents shall include information from the bid documents, legal documents, addenda, and other documents and/or forms required by the City, bound in the documents for execution by the City and the construction Contractor. The "Conformed" plans and specifications shall have all addenda incorporated into the original drawings and specifications. Furnish one (1) electronic copy, two (2) "full-size" sets and five (5) "half-size" sets of plans and specifications for the project for distribution to the City and the Contractor.
 - n) Document Review: Establish and maintain a project documentation system consistent with the requirements of the construction Contract Documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review Contractor's submittals for compliance with the design concepts as follows.
 - o) Interpret the drawings and specifications for City and Contractor.
 - p) Prepare Field/ Change Order Documents and Requests for Proposals (RFP's): Evaluate notices of Contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the Contractor or available in project documentation. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the Contractor or other deviations from the Construction Contract Documents requested by the Contractor and approved by

the City are an additional service. Substitutions of materials or equipment or design modifications requested by the City are an additional service. Review all field alterations and prepare/make recommendations for Field/Change Orders and RFPs as follows. Notify City of Contractor's non-conforming work observed on site visits and provide site visit memorandums. In this effort CONSULTANT will endeavor to protect the City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to City.

- q) Substantial Completion Inspections: Conduct, in company with the City, a Substantial Completion Inspection and Punchlist review for conformance with the design concept and general compliance with the Construction Contract Documents. Provide punch-lists of noted deficiencies to the City and Contractor.
- r) Final Inspections: At the completion of the project, in company with the City's representative(s), conduct final inspections and prepare final inspection reports for the project.
- s) Record Drawings: Prepare the Record Drawings based on the revised redline Construction Drawings and information furnished by the construction CONTRACTOR reflecting changes in the Project made during construction. One (1) set of record drawings and specifications for all project components will be prepared at the completion of the project. Furnish one (1) electronic copy of plans and specifications in PDF format and one full size set of plans and specifications. Provide a geo-referenced CAD file with features adjusted to the location of GPS points collected in the field by the Contractor.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by the CONSULTANT, if authorized by the City, which are not included in the above described basic or supplemental services, are described as follows:

- A. Advise the City of the need for any special services, which are not already included in the Basic Services. The cost of any additional special services shall be paid by the City and are not included in the services provided by CONSULTANT.
- B. Final design, bid, or construction phase services for any chlorine boosting or treatment requirements.
- C. Any design changes that deviate from the approved recommendations of the Preliminary Design Report.
- D. SWPPP design, inspection, or construction services.
- E. Field Archaeological Survey
- F. Providing shop, mill, field or laboratory inspection of materials and equipment. Observing factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- G. Performing investigations, studies and analyses of Contractor's substitutions of equipment and/or materials or deviations from the drawings and specifications (does not include "approved by ENGINEER" designation as included in the Contract Documents).
- H. Performing investigations, studies, and analysis of work proposed by construction Contractor to correct defective work.
- I. Design, contract modifications, studies or analysis required to comply with local, state, federal or other regulatory agencies that become effective after the date of this agreement.

- J. Services required to resolve bid protests or to rebid the projects for any reason (other than those shown in this scope of work).
- K. Visits to the site during the construction phase in excess of the number of trips included in the Basic Services for periodic site visits, coordination meetings, or contract completion activities.
- L. Full-time construction Resident Representation services.
- M. Any services required as a result of default of the Contractor or the failure, for any reason, of the Contractor to complete the work within the contract time.
- N. Investigations, analyses, and studies requested by the Contractor and approved by the City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- O. Providing services after completion of construction phase not specifically listed in the scope of services.
- P. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Q. Providing services to review or evaluate construction Contractor claim(s), provided said claims are supported by causes not within the control of the CONSULTANT.
- R. Providing value engineering studies or reviews of cost savings proposed by construction Contractor after bids have been submitted.
- S. Providing follow-up professional services during Contractor's warranty period or 1-year Warranty Inspection.
- T. Fees associated with GLO easements/leases or other permits.
- U. Additional field investigations or analysis required to respond to public or regulatory agency comments, including additional data requests, schematics or drawings for project features outside of the scope of services listed in Article I.
- V. Detailed Tree Survey beyond survey identification of trees 12" and larger.
- W. Preparation of tree mitigation plans for local entities.
- X. Expert representation at legal proceedings or at contested hearings.
- Y. Monitoring compliance with permit conditions.
- Z. Attendance at or assisting with additional public meetings outside of those identified in Article I.
- AA. Platting services.
- BB. Special inspections during construction phase (other than those shown in this scope of work).
- CC. Field tracing of electric circuits.
- DD. Power System Study including Arc Flash Analysis.

ARTICLE III

TIME OF COMPLETION: CONSULTANT is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

The schedule is attached as Exhibit 1 to this proposal.

The schedule assumes a review period of 10 days by the City for each submittal. If CONSULTANT's services are delayed through no fault of CONSULTANT, CONSULTANT shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to

delays in the City or regulatory reviews, delays on the flow of information to be provided to CONSULTANT, Developer delays, governmental approvals, etc.

