

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 12

Task Order Date: August 28, 2000

Subject to the Master Services Agreement between the City of Mason, Ohio [Client] and Malcolm Pirnie, Inc. [Malcolm Pirnie], dated April 14, 1998, Client hereby authorizes Malcolm Pirnie to perform services as specified in this Task Order and in accordance with the above mentioned Agreement.

1. Project Description: A description of Project for which work is requested is provided in Attachment 1, incorporated into this Task Order.

Client's Project Number: 5008

Project Name: Elevated Water Storage Tank

Client's Representative: R. Ernest Stickler

2. Scope of Work: Malcolm Pirnie shall perform its services as described in Attachment 1, Exhibit A of Task Order No. 5, and Exhibits B, C, and D, incorporated into this Task Order.

Malcolm Pirnie's Representative: Robert C. Yoxthimer

3. Time Schedule: Malcolm Pirnie shall use reasonable efforts to complete the work as follows: The basic services included in Exhibits B, C, and D will be in accordance with the schedule set by the Client and concurrent with the required construction of the project.

4. Compensation: Malcolm Pirnie's Compensation authorized under this Task Order, which shall not be exceeded without prior written authorization of Client, is:

Original Task Order No.5:	\$ 59,600.00
Additional Amount:	\$219,500.00
Total Compensation, Task Order No. 12:	\$279,100.00

This Task Order's Method of Payment is incorporated and attached as Attachment 2.

5. Special Conditions: This Task Order is subject to the special provisions as described in Attachment __, attached and incorporated into this Task Order: N/A

6. Amendment: This Task Order amends a previously executed Task Order:

Previous Task Order Number: 5 Previous Task Order Date: September 14, 1998

ISSUED AND AUTHORIZED BY:
CITY OF MASON, OHIO

By: [Signature]
Title: City Manager

ACCEPTED AND AGREED TO BY:
MALCOLM PIRNIE, INC.

By: [Signature]
Title: Vice President

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 12

Attachment 1 Scope of Work

The following Exhibit is attached to Task Order No. 5 to describe the services performed with revisions to the Exhibit listed below:

- Exhibit A: Design Phase Services shall remain the same with the addition of the following:
1. Tank site selection assistance
 2. Demolition plans and details
 3. Interior space planning for base of hydropillar for future fire station
 4. Detailed design of access roadway

The following Exhibits are attached to this Task Order, Attachment 1, and are made a part thereof:

- Exhibit B: Bidding Phase Services
- Exhibit C: Construction Administration Services
- Exhibit D: Resident Project Representation Services

Task Order No. 12

Exhibit B
Bidding Phase Services

The Bidding Phase will commence upon the authorization of the Client to advertise for bids and will terminate upon Malcolm Pirnie furnishing the Client with a recommendation concerning the award of a construction contract.

1. **Advertisement.** Malcolm Pirnie will provide the Client with the Advertisement for Bids to be placed in a local newspaper publication.
2. **Distribution of Bidding Documents.** Malcolm Pirnie will distribute bidding documents to those interested parties for bidding purposes. Malcolm Pirnie will be entitled to charge bidders and suppliers and other interested parties a reasonable fee for purchase of the bidding documents and will retain such fee as additional compensation above that indicated in the fee due from the Client. Bidding documents will be placed in Malcolm Pirnie's Cincinnati office and contractor and supplier plan rooms as necessary.
3. **Addenda.** Malcolm Pirnie will prepare Addenda as required during the bidding period to address any necessary revisions to the bidding documents.
4. **Bidders' Questions.** Malcolm Pirnie will respond to bidders' questions during the bidding period.
5. **Bid Opening and Evaluation.** Malcolm Pirnie will attend the bid opening and assist the Client in reviewing, tabulating and evaluating construction bids, and furnishing recommendations concerning the awarding of construction contracts.

Task Order No. 12

Exhibit C Construction Administration Services

Note: For purposes of this Exhibit, the expressions Contract Documents, Shop Drawing, and Change Order shall have the meanings given in the Construction Contract between Client and the Contractor.

1. **General Administration of Construction Contract.** Malcolm Pirnie shall consult with and advise Client and act as Client's representative as provided in this Agreement. All of Client's instructions to Contractor will be issued through Malcolm Pirnie who will have authority to act on behalf of Client to the extent provided in this Agreement.

2. **Visits to Site and Observation of Construction.** In connection with observations of the work of Contractor while it is in progress:

2.1 Malcolm Pirnie shall make visits to the site at intervals appropriate to the various stages of construction as Malcolm Pirnie deems necessary to observe, as an experienced and qualified design professional, the progress and quality of the Contractor's work (Work). In addition, Malcolm Pirnie shall provide the services of a Resident Project Representative (Resident) at the site to provide more extensive inspection of the Work. Based on information obtained during such visits and on its inspections, Malcolm Pirnie shall endeavor to determine whether the Work is proceeding in accordance with the intent of the Contract Documents. Malcolm Pirnie shall keep Client informed of the progress of the Work.

2.2 The Resident will be Malcolm Pirnie's agent or employee and under Malcolm Pirnie's supervision. The duties and responsibilities of the Resident are set forth in Exhibit D, "Resident Project Representation Services".

2.3 The purpose of Malcolm Pirnie's visits to and representation by the Resident at the site will be to provide for Client a greater degree of confidence that the completed Work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor.

Malcolm Pirnie shall not, during such visits or as a result of observations or inspections of the Work in progress, supervise, direct or have control over the Work nor shall Malcolm Pirnie have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing the Work. Malcolm Pirnie can neither guarantee the performance of the Work by the Contractor nor assume responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

2.4 Malcolm Pirnie will attend the preconstruction meeting and job progress meetings, conduct, in company with the Client, a final inspection of the project for conformance with the design concept of the project and compliance with the information given by the Contract Documents, assemble project closeout documents and recommend approval in writing of final payment to the Contractor.

3. **Defective Work.** During its visits, Malcolm Pirnie may disapprove of or reject the Work while it is in progress if Malcolm Pirnie believes that the Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

4. **Interpretations and Clarifications.** Malcolm Pirnie shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare Change Orders for execution by Client, if appropriate.
5. **Shop Drawings.** Malcolm Pirnie shall review and approve (or take other appropriate action) Shop Drawings, samples and other data which Contractor is required to submit. Such reviews shall be for conformance with the design concept of the Project as a functioning whole and compliance with the information given in the Contract Documents. Any approvals or other actions associated with the reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
6. **Substitutes.** Malcolm Pirnie shall evaluate and determine the acceptability of substitute or 'equivalent' materials and equipment proposed by Contractor.
7. **Inspections and Tests.** Malcolm Pirnie shall have authority, as Client's representative, to require special inspection or testing of the work, and shall review all certificates of inspections, testings and approvals required by law or the Contract Documents to determine that both the content of the certificates and the certified inspection or test results comply substantially with such requirements.
8. **Disputes between Client and Contractor.** Malcolm Pirnie shall act as the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of Client or Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents.
9. **Applications for Payment.** Based on Malcolm Pirnie's on-site observations, on information provided by the Resident, and on review of applications for payment and the accompanying data and exhibits, Malcolm Pirnie shall:
 - 9.1 Recommend in writing payments to Contractor. Such recommendations of payment will constitute a representation to Client that the Work has progressed to the point indicated and that, to the best of Malcolm Pirnie's knowledge, information and belief, the quality of the Work is generally in accordance with the 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 Contract Documents and to any other qualifications stated in the recommendations.
 - 9.2 In the case of unit price Work, include final determinations of quantities and classifications of the Work in the recommendations of payment, subject to any subsequent adjustments allowed by the Contract Documents.
 - 9.3 By recommending any payment Malcolm Pirnie will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations beyond the responsibilities specifically assigned to Malcolm Pirnie in this Agreement and the Contract Documents have been made by Malcolm Pirnie to check the quality or quantity of the Work as it is furnished and performed. Malcolm Pirnie is not responsible to examine how or for what purposes the Contractor has used the moneys paid on account, or to determine that title to any of the Work, materials or equipment has passed to Client free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
10. **Contractor's Completion Documents.** Malcolm Pirnie shall receive and review maintenance and operating instructions, exhibits, guarantees, bonds and certificates of inspection, tests, approvals, and record documents which are to be assembled by Contractor in accordance with the Contract Documents. Such review is limited to determining that their content complies with the requirements of the Contract Documents Malcolm Pirnie shall transmit the documents to Client with written comments.

11. **Inspections.** Malcolm Pirnie shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed Work is acceptable so that Malcolm Pirnie may recommend, in writing, final payment to Contractor. Malcolm Pirnie may give written notice to Client and the Contractor that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 9.3.

12. **Limitation of Responsibilities.** Malcolm Pirnie shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except Malcolm Pirnie's own employees and agents) at the site or otherwise furnishing or performing any of the Work. However, nothing contained in paragraphs 1 thru 11, shall be construed to release Malcolm Pirnie from liability for failure to properly perform the duties and responsibilities assumed by Malcolm Pirnie in the Contract Documents.

13. **Record Drawings.** For the purposes of this Agreement, Record Drawings are defined as revisions to the original reproducible Contract Drawings indicating the changes to the original Drawings which reflect field changes, change orders and other changes which occur during construction of the Project. The information required to prepare the Record Drawings shall be provided to Malcolm Pirnie by the Contractor(s). Record Drawings as defined herein shall not mean producing any form of drawing which combines information from different construction contracts or otherwise producing drawings other than revisions to the original Contract Drawings as described herein. Malcolm Pirnie will not be responsible for any errors in or omissions in the information provided by the Contractors that is incorporated in the Record Drawings or other record documents. After noting the construction changes and field conditions on the Drawings, Malcolm Pirnie will provide one set of black line, archival quality Mylars and one electronic copy in AutoCAD Release 13 or 14 format (AutoCAD.DWG file on compact disc) of the revised Drawings to the Client. In addition, Malcolm Pirnie will provide the Client with four sets of drawings updated with information obtained during construction.

Task Order No. 12

Exhibit D
Resident Project Representation Services

The duties and responsibilities of the Resident Project Representative (Resident) are described as follows:

1. **General.** The Resident is Malcolm Pirnie's agent at the site, will act as directed by and under the supervision of Malcolm Pirnie, and will confer with Malcolm Pirnie regarding Resident's actions. Resident's dealings in matters pertaining to the on-site Work shall in general be with Malcolm Pirnie and Contractor, but keeping Client advised as appropriate. Resident's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident shall generally communicate with Client with the knowledge of and under the direction of Malcolm Pirnie.

2. **Duties and Responsibilities.** The Resident shall:

2.1 *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Malcolm Pirnie concerning acceptability.

2.2 *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

2.3 *Liaison:*

2.3.1 Serve as Malcolm Pirnie's liaison with Contractor, working principally through Contractor's superintendent and assist in explaining the intent of the Contract Documents as necessary.

2.3.2 Assist Malcolm Pirnie in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.

2.3.2 Assist in obtaining from Client additional details or information, when required for proper execution of the Work.

2.4 *Shop Drawings and Samples:*

2.4.1 Record date of receipt of Shop Drawings and samples.

2.4.2 Receive samples which are furnished at the site by Contractor and notify Malcolm Pirnie of availability of samples for examination.

2.4.3 Advise Malcolm Pirnie and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not yet been received and approved by Malcolm Pirnie.

2.5 *Review of Work, Rejection of Defective Work, Inspections and Tests:*

2.5.1 Conduct on-site inspections of Work in progress to determine whether the Work is proceeding in general compliance with the Contract Documents.

2.5.2 Report to Malcolm Pirnie whenever Resident believes that any Work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Advise Malcolm Pirnie of Work that Resident believes should be corrected or rejected, should be uncovered for inspection, or requires special testing, inspection or approval.

- 2.5.3 Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof. Observe, record and report to Malcolm Pirnie appropriate details relative to the test procedures and startups.
- 2.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Malcolm Pirnie.
- 2.6 *Interpretation of Contract Documents:* Report to Malcolm Pirnie when clarifications and interpretations of the Contract Documents are needed. Transmit to Contractor clarifications and interpretations issued by Malcolm Pirnie.
- 2.7 *Modifications.* Consider and evaluate Contractor's suggested changes to Drawings or Specifications and report to Malcolm Pirnie with Resident's recommendations. Transmit Malcolm Pirnie's decisions to Contractor.
- 2.8 *Records:*
- 2.8.1 Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, Malcolm Pirnie's clarifications and interpretations of the Contract Documents, progress reports, and
- 2.8.2 Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions concerning Change Orders or changed conditions, list of job site visitors, daily activities, decisions, general observations, and specific, more detailed observations as in the case of test procedures. Send copies to Malcolm Pirnie at appropriate intervals.
- 2.8.3 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 2.9 *Reports:*
- 2.9.1 Furnish reports at appropriate intervals to Malcolm Pirnie concerning progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- 2.9.2 Consult with Malcolm Pirnie in advance of scheduled major tests, inspections or start of important phases of the Work.
- 2.9.3 Draft proposed Change Orders, obtaining supporting information from Contractor, and recommend to Malcolm Pirnie.
- 2.9.4 Report any accidents or unusual incidents to Malcolm Pirnie and Client immediately upon occurrence.
- 2.10 *Payment Requests:* Review Contractor's applications for payment for compliance with the requirements of the Contract Documents and forward with Resident's recommendations to Malcolm Pirnie. The Resident will note the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- 2.11 *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be furnished by Contractor are appropriate to the items actually installed and in accordance with the Contract Documents. The Resident will have this material delivered to Malcolm Pirnie for review and forwarded to Client prior to final payment for the Work.

- 2.12 *Completion:*
- 2.12.1 Before Malcolm Pirmie issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 2.12.2 Determine whether necessary inspections and approvals by public agencies having jurisdiction over the Work have been performed and advise Malcolm Pirmie accordingly.
- 2.12.3 Conduct a final inspection of the Work in the company of Malcolm Pirmie, Client, and Contractor and prepare a final list of items to be completed or corrected.
- 2.12.4 Verify that all items on final list have been completed or corrected and make recommendations to Malcolm Pirmie concerning acceptance of the Work.
- 3. Limitations of Authority. The Resident:**
- 3.1 Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Malcolm Pirmie.
- 3.2 Shall not exceed limitations of Malcolm Pirmie's authority as set forth in this Agreement or the Contract Documents.
- 3.3 Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
- 3.4 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.
- 3.5 Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 3.6 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 3.7 Shall not authorize Client to occupy the Project in whole or in part.
- 3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Malcolm Pirmie.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 12

Attachment 2 Method of Payment

Terms of Payment

- Multiplier.** For Basic Services under Section 1, Client shall pay Malcolm Pirnie's Salary Cost times a factor of 2.15.

The estimated cost of Malcolm Pirnie's services, including non-labor expenses, is \$279,100.00.

Salary Cost is defined as the actual salary of staff members for the actual time worked times a factor of 1.49 which accounts for employee benefits such as vacation, sick leave, unemployment and payroll taxes, contributions for Social Security and retirement benefits, life and medical insurance, tuition and other such costs.
- Reimbursable Expenses.** Except for certain in-house services, project expenses incurred with outside vendors will be invoiced at cost plus 10% to cover handling. These services may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontracted services.

In-house services not subject to handling costs are:

Computer usage:	\$3.00 per labor hour
Transportation:	\$0.35/mile for vehicles; \$0.45/mile for 4x4 vehicles
Reproduction:	\$0.11/copy for standard page sized documents
Specialty Equipment:	In accordance with a usage rate schedule
- Invoices.** Malcolm Pirnie will submit invoices to Client for each month during which services were performed. Invoices may include carrying charges at 1.5% per month for delinquent payments outstanding over 30 days and applicable sales or value-added taxes.