

JAVA Resolution 08-0612-03



WHEREAS, the Joint Antelope Valley Authority (JAVA), a joint administrative entity created under the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et. seq.) by agreement of April 15, 2000 as amended (JAVA Interlocal Agreement) between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska (University), the City of Lincoln, Nebraska, a municipal corporation (City), and the Lower Platte South Natural Resources District, a political Subdivision of the State of Nebraska (LPSNRD) is now implementing under the JAVA Interlocal Agreement the Phase One Priority Projects of Antelope Valley Amended Draft Single Package; and

WHEREAS, JAVA has previously approved by-laws, administrative resolution, policies and guidelines for the implementation of the Phase One Priority Projects.

NOW THEREFORE, be it resolved by the Administrative Board of the Joint Antelope Valley Authority as follows:

1. The Chair is hereby authorized to execute and approve Amendment 5 to the Professional Services contract with Parsons Brinckerhoff (PB Americas, Inc.) according to the terms of the original contract approved by JAVA resolution 03-0911-03 and as amended in JAVA Resolutions 04-0916-05, 06-0810-05, 07-0412-03, 08-0222-06; and to administer the same including executing the necessary forms, approvals and documents contemplated therein for the continued Program Management Services, P Street and Q Street Bridges and Roadways Construction Phase and Technical Support Services, Big T Roadway, Bridges and Landscaping Projects, Construction Phase and General Technical Support Services for O Street Bridge and Roadway, 21st to 23rd Street; East Leg Bridge and Roadway; North South Roadway Vine to Y Street; J Street Bridge; and N Street Utilities; to administer the same including executing the necessary forms, approvals and documents contemplated therein for the continued Program Management Services involving the Replatting of Antelope Valley Projects Right-of-Way and Other Properties and General Construction Phase and General Technical Support Services for Upcoming Projects; Construction Phase and General Technical Support Services for Lewis Fields Parking Lot; and in addition
 - a. **Union Plaza Phases II, III, and IV**
 - b. **USACE Channel Phase 3 Construction Contract**all as more particularly described in the scope of services in Exhibit A to the Attached Agreement and other related services as described.
2. Written amendments to the contract in excess of \$50,000 are subject to approval of the Board; provided that the board shall receive timely reports of all amendments on an ongoing basis regardless of the amount showing the net change for each and a cumulative total of all changes as compared to the original contract amount.
3. The total amount of Amendment 4 is to be determined. At the time of this Amendment it is anticipated that there will be unused funds from prior work that will initially fund the work of this Amendment, and that the details of the amount required to increase the maximum limiting amount for work of this Amendment will be provided in a future amendment.
4. The total authorized amount of the Original Agreement and Amendments is \$12,305,358.
5. Accordingly, the expenditure and allocating of JAVA funds for such purposes is hereby authorized. It is recognized that the additional work will require an increase in the maximum limiting amount as provided in the original agreement (03-0911-03) and amendments 1 to 5. Unused funds that were previously allocated for either project management or construction phase services may be used for the services in this Amendment #5. It is anticipated that additional funds will need to be allocated for work efforts when the current appropriation nears depletion.

6. The requirements of the By-Laws of the board are hereby incorporated into this approval and the JAVA board does hereby grant final approval of the amendment to the contract as in conformance with all applicable requirements of the board.
7. The same shall be effective June 12, 2008 and shall be kept on file with the official records of the Authority as provided in the by-laws.

Dated this 12th Day of June 2008.

Introduced by:

Approved by Unanimous Vote of _____, _____, and _____ after public hearing on this 12th day of June 2008.

Signed:

Joint Antelope Valley Authority

Vice Chairperson

Glenn Johnson, Chairperson

Approved as to form and Legality

Legal Counsel

**AMENDMENT NO. 5 TO AGREEMENT FOR
PROGRAM MANAGEMENT AND CONSTRUCTION PHASE SERVICES
BETWEEN
THE JOINT ANTELOPE VALLEY AUTHORITY (“JAVA”)
AND
PB AMERICAS, INC.**

THIS AGREEMENT, entered into by and between the firm of **PB Americas, Inc.**, authorized in the State of Nebraska to do business as Parsons Brinckerhoff Americas, Inc. hereinafter referred to as the "Consultant," and the Joint Antelope Valley Authority, a joint administrative entity created under the Interlocal Cooperation Act (NEB. REV. STAT. § 13-801 to 13-827), hereinafter referred to as “JAVA.”

WITNESSETH:

WHEREAS, JAVA and Consultant entered into an Agreement, dated September 26, 2003; and

WHEREAS, such Agreement has been subsequently amended four (4) times (together the Agreement and the Amendments are collectively referred to as the “Original Agreement”); and

WHEREAS, JAVA, in cooperation with the U. S. Army Corps of Engineers, hereinafter referred to as “USACE,” on the Antelope Valley Phase III Channel Project, is constructing the N Street Bridge and N Street utility relocations under the project designation of Project No. 880304 / City of Lincoln No. 780304; the East Downtown Park; and

WHEREAS, JAVA desires to proceed with the Antelope Valley Program and proceed with Phases II, III and IV of Union Plaza (formerly East Downtown Park); and

WHEREAS, Federal regulations provide that the State shall have the responsibility for the construction of all Federal-aid projects and will be responsible for insuring that such projects receive the same degree of supervision and inspection as projects constructed under a contract let and directly supervised by the State, and that the project is completed in conformity with approved plans and specifications; and

WHEREAS, the City of Lincoln, Nebraska, hereinafter referred to as “City,” and the State of Nebraska have previously entered into an agreement acknowledging the role of JAVA related to the responsibilities, activities or obligations running to the State under applicable Federal-aid regulations or otherwise for the Phase One Priority Projects and providing that the

City is not relieved of any of the above by virtue of JAVA undertaking the same on behalf of the City; and

WHEREAS, JAVA and State do not have sufficient personnel available for such required supervision and inspection services; and

WHEREAS, JAVA may employ a consultant to provide program management and construction phase services; and

WHEREAS, it is the desire of JAVA that the Consultant furnish program management and construction phase services on the above-referenced Project, and the Consultant is willing to perform same in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of these facts, JAVA and Consultant agree to amend the Original Agreement as follows:

SECTION 1. DEFINITIONS

The Original Agreement text shall remain effective, except as follows:

WHEREVER in this agreement the following terms are used, they will mean:

- "CONSULTANT" means the firm of PB Americas, Inc., whose business and mailing address is 1111 Lincoln Mall, Suite 308, Lincoln, NE 68508, with the regional office business and mailing address of 6015 West St. Joseph, Suite 101, Lansing, MI 48917.
- "SUBCONSULTANT/SUBCONTRACTOR" means any one of the firms of
 - Olsson Associates (OA), whose business and mailing address is Olsson Associates, 1111 Lincoln Mall, Suite 111, P.O. Box 84608, Lincoln, NE 68508-4608;
 - The Schemmer Associates Inc. (TSA), whose business and mailing address is 1044 North 115th Street, Suite 300, Omaha, NE 68154;
 - HWS Consulting Group Inc. (HWS), whose business and mailing address is 825 J Street, Lincoln, NE 68508;
 - Erickson Sullivan Architects (ESA), whose business and mailing address is 209 South 9th Street, Lincoln, NE 68508;
 - The Clark Enerson Partnership (TCEP), whose business and mailing address is 1010 Lincoln Mall, Suite 200, Lincoln, NE 68508.

SECTION 2. GENERAL DESCRIPTION OF SCOPE AND CONTROL OF THE WORK

The Original Agreement text of this section shall remain effective, except as follows:

The Consultant shall perform those program management and construction phase services as set forth in EXHIBIT A - Scope of Services, attached hereto and made a part of this Agreement.

SECTION 3. TIME OF BEGINNING AND COMPLETION

The Original Agreement text of this section shall remain effective.

SECTION 4. IT IS MUTUALLY AGREED THAT

The Original Agreement text of this section shall remain effective, except as follows:

JAVA will issue the Consultant a written Notice to Proceed at the time it desires the Consultant to commence services under this Amendment No. 5.

SECTION 5. FEES AND PAYMENTS

The Original Agreement language shall remain effective, and the following paragraph shall be added thereto:

Para. A. For performance of the work as outlined in this Amendment No. 5 for Services, the Consultant will be paid a fixed-fee-for-profit of \$9,836 as defined in paragraph D of SECTION 5, FEES AND PAYMENTS of the Original Agreement, and up to a maximum amount of \$458,464 for actual costs as defined in paragraph E of SECTION 5, FEES AND PAYMENTS of the Original Agreement. The total amount of Amendment 5 new services is \$468,300.

The total authorized amount of the Original Agreement and Amendment Nos. 1, 2, 3, and 4 was \$11,837,058. With this Amendment No. 5, the total authorized amount is \$12,305,358.

The details for the above costs associated with Amendment 5 are shown in the following EXHIBITS, attached and made part of this Amendment:

EXHIBIT H Lewis Fields Parking Lot

- EXHIBIT I JAVA Program for AV Projects
EXHIBIT J USACE Phase III Construction Engineering Services,
Bridge and Roadway
EXHIBIT K USACE Phase III Construction Engineering Services,
East Downtown Park
EXHIBIT L Union Plaza Phase II, III, and IV
SUMMARY COST PROPOSAL

Para. B .(2) Direct Non-Labor Costs

The amount required to increase the maximum limiting amount for work under this Amendment No. 5 for Lewis Fields Parking Lot construction management and for the program management services for Replating JAVA properties is being provided with this Amendment No. 5.

The additional services provided with this Amendment No. 5 and the amount for services for technical support for the USACE project and program management services for Union Plaza Phases II, III and IV.

Direct Non-Labor Costs

For purposes of standardization of this Agreement, the following expenses will be reimbursed at the rates indicated:

Automobile (personal)	\$0.505 per mile
Survey Vehicle	\$0.60 per mile
Materials Testing Vehicle	\$4.40 per hour maximum
Lodging	Actual cost, not to exceed \$93.00 per person daily

Meals - Actual cost not to exceed:

Breakfast	\$ 11.25
Lunch	11.25
Dinner	<u>26.50</u>
Total (including tax and gratuity)	<u>\$49.00</u>

SECTION 6. CHANGE OF PLAN, ABANDONMENT, SUSPENSION AND TERMINATION

The Original Agreement text of this section shall remain effective.

SECTION 7. PROFESSIONAL CARE

The Original Agreement text of this section shall remain effective.

SECTION 8. JAVA TO FURNISH

The Original Agreement text of this section shall remain effective.

SECTION 9. CONSULTANT TO FURNISH OR PERFORM

The Original Agreement text of this section shall remain effective.

SECTION 10. OWNERSHIP OF DOCUMENTS

The Original Agreement text of this section shall remain effective.

SECTION 11. FORBIDDING USE OF OUTSIDE AGENTS

The Original Agreement text of this section shall remain effective.

SECTION 12. NON-RAIDING CLAUSE

The Original Agreement text of this section shall remain effective.

SECTION 13. GENERAL COMPLIANCE WITH LAWS

The Original Agreement text of this section shall remain effective.

SECTION 14. DISPUTES

The Original Agreement text of this section shall remain effective.

SECTION 15. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Original Agreement text of this section shall remain effective.

SECTION 16. SUCCESSORS AND ASSIGNS

The Original Agreement text of this section shall remain effective.

SECTION 17. DRUG-FREE WORKPLACE POLICY

The Original Agreement text of this section shall remain effective.

SECTION 18. FAIR EMPLOYMENT PRACTICES ACT

The Original Agreement text of this section shall remain effective.

SECTION 19. DISABILITIES ACT

The Original Agreement text of this section shall remain effective.

SECTION 20. DISADVANTAGED BUSINESS ENTERPRISES

The Original Agreement text of this section shall remain effective.

SECTION 21. NONDISCRIMINATION

The Original Agreement text of this section shall remain effective.

SECTION 22. SUBLETTING, ASSIGNMENT OR TRANSFER

The Original Agreement text of this section shall remain effective.

SECTION 23. FINANCIAL INTEREST LIMITATIONS

The Original Agreement text of this section shall remain effective.

SECTION 24. CONFLICT OF INTEREST

By signing this agreement, the Consultant certifies that it has no financial or other interests in the outcome of this project.

SECTION 25. CONSULTANT CERTIFICATION:

The Consultant hereby certifies that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, current, and subject to adjustment, if required, as provided by Sections 81-1701 through 81-1721, Nebraska Revised Statutes (Reissue 1994).

After being duly sworn on oath, I do hereby certify that except as noted below, neither I nor any person associated with the firm in the capacity of owner, partner, director, officer,

principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

- (a) has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
- (b) has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
- (c) has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

Instructions for Certification

- (1) By signing this Agreement, the Consultant is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with JAVA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when JAVA determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, JAVA may terminate this agreement.
- (4) The Consultant shall provide immediate written notice to JAVA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- (6) The Consultant agrees that, should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by JAVA before entering into this agreement.
- (7) The Consultant further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by JAVA or State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- (9) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, JAVA may terminate this agreement.

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

- (A) The Consultant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (2) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and *
 - (4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default. *
- (B) Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this Agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

* Please see Attachment A annexed hereto.

EXECUTED by JAVA this _____ day of _____, 2008.

Joint Antelope Valley Authority

JAVA Chair

WITNESS:

JAVA Secretary

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Approved as to form

NDOR Roadway Design Engineer

Date: _____

AGRCODING

This Scope of Services is part of an Amendment to the Antelope Valley Program Management and Construction Phase Services Agreement between the Joint Antelope Valley Authority (JAVA) and the Antelope Valley Construction Consortium (AVCC) comprised of the firms of PB Americas, Inc. (PB), as prime Consultant with subconsultants Olsson Associates (OA), The Schemmer Associates, Inc. (TSA), HWS Consulting Group Inc. (HWS), Erickson Sullivan Architects (ESA), and The Clark Enerson Partners (TCEP).

The Scope of Services for the following items were established in Amendment No. 4, with the Agreement stating that budgets would be established for the same in a later amendment. This Amendment No. 5 establishes such budgets as shown in Exhibits H and I.

Exhibit H - Lewis Fields Parking Lot, General and project-specific services

Exhibit I - JAVA Program (designated in Amendment No. 4 as Program Management Services - Replating of Antelope Valley Projects Right-of-Way and Other Properties)

As part of this Amendment No. 5, the Consultant shall perform additional Scope of Services:

1. Program Management Services – Final Design, Construction Documents, and Construction Administration for Union Plaza Phases II, III, and IV

JAVA and The City of Lincoln intend to complete the design of Union Plaza (formerly East Downtown Park) improvements described in “Antelope Valley East Downtown Park Design Development – Cost Estimate Phase II through IV” dated October 13, 2006. For the purpose of this Amendment, design would start June 2008, letting will be September 2009, and substantial completion September 2010.

- A. Staff anticipated to be involved these services (see cost estimate Exhibit L for subconsultant staff)
 - i. Jane E. Jordan, P.E. – Program Manager
 - ii. Ken Almquist, P.E. - Lead Design Engineer
 - iii. John E. Springer, P.E. - Assistant Resident Engineer
 - iv. Scott D. Rathjen – Office Technician
 - v. Kristin Mussman – Administrative Assistant
 - vi. Valerie Morris – Administrative Assistant, IT Manager
 - vii. Technical Support personnel from Design Consultant TCEP
- B. Specific tasks anticipated for design services and preparation of construction documents and construction administration include the following.
 - i. Design Phase
 - (a) Prepare and deliver construction documents (drawings and specifications) for one letting. Design includes review of applicable fire safety and code compliance, including ADA. Improvements to be constructed include for the following:
 - (1) Phase II Amenities
 - a. Channel improvements (turf, concrete detail/sculpture, aeration bubblers, textured/colored pavement, pavers, etc.)

- b. 21st Street streetscape – east side of street (sidewalk, pavement, parking areas, plaza areas mechanical & electrical infrastructure, outbuildings)
 - c. General site work, park sidewalks (west side walks, informational details, sidewalk connectors)
 - d. General site accessories (planters/tree pits with irrigation, site furniture, and pedestrian lighting)
 - e. Amphitheater
 - f. Overlook with site furniture
 - g. Slides/Children’s area
 - h. Site planting/material
 - (2) Phase III Amenities
 - a. General site accessories (decorative metal handrail/guardrail)
 - b. Waterwall feature (ornamental fountain, site furniture)
 - c. Cascading water feature with details
 - d. Channel ornamental fountain
 - e. P Street fountain
 - (3) Phase IV Amenities
 - a. east side of 21st Street and associated Festival Streetscape
 - (b) Sustainable design study of potential engineering/energy systems and architectural/landscape architectural possibilities. If the City would desire to implement results from this study, services to include these would be additional services.
- ii. Bid Phase
 - (a) Deliver construction documents to City, attend pre-bid conference, and assist review and determine bid compliance, including recommendation for lowest responsible bidder
 - (b) Evaluate substitute “or equal” bids and modifications or addenda to bidding documents
- iii. Construction Phase
 - (a) Meet with building officials for review to answer questions when the contractor is obtaining permits
 - (b) Document project progress by memoranda or minutes, including summaries of telephone calls where appropriate, supplementing site visit, progress, and inspection reports
 - (c) Conduct periodic site visits and observations to determine Substantial Completion
 - (d) Review amounts due to Contractor
 - (e) Reject work not in conformance with Contract Documents
 - (f) Review contractor submittal including shop drawings, product data, and samples for conformance with the Contract Documents
 - (g) Prepare change orders with supporting documentation and data
 - (h) Forward and coordinate with City applicable warranties and operating and maintenance manuals as supplied by the Contractor
 - (i) Prepare final Certificate of Payment upon final completion
 - (j) Prepare punch list for construction
 - (k) Perform warranty inspection for landscape, mechanical, and electrical review and report

- (l) Prepare as-constructed plans from Contractor's supplied as-built field drawings showing any significant changes in the work made during construction and deliver one printed full-size copy to The City, Parks & Recreation Department
 - C. Other services or tasks not included
 - i. Geotechnical services
 - ii. Electronic as-constructed drawings
 - iii. Design services and construction administration for elements from the sustainable design study.
2. General Technical Support Services - USACE Channel Phase 3 Construction Contract

The U. S. Army Corps of Engineers (USACE) intends to let a construction contract on May 15, 2008 for the construction of Channel Phase 3 of the Antelope Valley Flood Protection Project. The USACE proposed schedule in for a construction period of 540 calendar days.

Elements of this construction project were designed by JAVA's design team. Because of their unique nature, some of the elements will require designer oversight. The scope of services that JAVA's design team will provide is Technical Support. These services are outlined below for the various elements herein.

Services will be provided in a timely manner so that the Contractor's schedule will not be impacted nor construction activities delayed.

A. Construction Elements

- i. N Street Bridge Replacement and Street Connections
- ii. N Street Utility Relocations in the N Street ROW necessary for the construction of the channel
- iii. Water Main Relocation for Lewis Fields
- iv. O, P & Q Streets Pier Concrete Encasement
- v. O, P, Q, Vine and 17th (Y) Street Bridges miscellaneous staining
- vi. East Downtown Park features
- vii. East Downtown Park Irrigation Systems and Wells
- viii. R Street Storm Sewer and Street Connection

B. General Technical Support Services for these elements will include

- i. Meetings
 - a) Pre-construction conference
 - b) Coordination meetings (two for bridge designers; two for OA)
- ii. Shop Drawings and Project Submittal Review by Consultant
 - a) The Consultant will review the detailed shop drawings as the Designer. This review is for general conformance with design concept only.

- b) For estimating purposes, it was assumed that submittals will be sufficiently complete and accurate as not to require multiple submittals. Resubmittals will be documented by the Consultant.
- c) The Consultant will:
 - (i) Review the geometry of the structure for the principal dimensions, including the review of detailed dimensions for splices, joints and connections.
 - (ii) Review all main and detailed material for conformance with the requirements of the Contract plans and specifications.
 - (iii) Stamp each sheet with a shop drawing review stamp, with action required and reviewer's initials, and retain one copy in the Designer's file and two copies in the Construction Management project files.
 - (iv) Complete review of each shop drawing within two weeks after receiving it.
 - (v) Consult JAVA's Project Manager any time it deems necessary to make a major change in materials or details from that specified by the Contract plans.
- d) The Consultant will review submittals, such as catalog cuts, color samples for architectural and aesthetic elements.

iii. Construction Consultation

Only upon the request of the USACE, the Consultant will provide these services for design support of the Construction:

- a) Respond to Requests for Information (RFI) from the Construction Contractor forwarded by the USACE Contract Administrator.
- b) Assist the field staff with evaluation of proposed changes to the improvements to be constructed for minor adjustments (not requiring a plan revision).
- c) Respond to fabrication questions or changes.
- d) Assist the field staff with evaluation of conflicts involving utilities or piling.
- e) For estimating purposes, it was assumed one plan revision each by OA and PB.

iv. Inspection

The Consultant will provide field inspection for the following specific items:

- a) N Street Bridge
 - (i) Post-tensioning system final installation prior to placement of the concrete for the bridge superstructure. (USACE will perform on-going inspections of the system and reinforcing.)
 - (ii) Strand elongation during the tensioning operation.
- b) East Downtown Park features
 - (i) Retaining walls, low flow channel lines
 - (ii) Irrigation and well systems
- c) The Inspection staff shall report inspection findings to the USACE.
- d) Assist the field staff with evaluation of conflicts involving utilities or piling.

v. Files

The Consultant will maintain for JAVA's records documents received from the USACE in conjunction with the Technical Support services. This will include, but not limited to, correspondence and communications, shop drawings, submittals, certifications, and as-builts.

D. Staff anticipated to provide these services (see cost estimate Exhibits J and K for subconsultant staff):

- i. Jane E. Jordan, P.E. – Program Manager
- ii. Ken Almquist, P.E. - Lead Design Engineer
- iii. John E. Springer, P.E. - Assistant Resident Engineer
- iv. Scott D. Rathjen – Office Technician
- v. Valerie Morris – Administrative Assistant, IT Manager
- vi. Kris Mussman – Administrative Assistant
- vii. Technical Support personnel from Design Consultants at PB, OA, and TCEP

C. Excluded Services

The USACE is administering the construction project and the following services are not anticipated to be provided by JAVA's design or construction management team during this project:

- i. Contract administration, including preparation of change orders or pay applications
- ii. Coordination, conducting and documenting meetings
- iii. Davis-Bacon wage interviews
- iv. Continual field inspections observations, except as noted above
- v. Routing and procession of shop drawings
- vi. Utility coordination to support the construction
- vii. Construction materials testing
- viii. Geotechnical services and pile driving monitoring
- ix. Testing for Contractor's dewatering operations.