

DESCRIPTION OF ITEMS PRODUCTION-HOUR WORKSHEET

(Revised December 11, 2012)

CONSTRUCTION ADMINISTRATION

Delegation of Authority

This document is to define as clearly as possible the duties of Gresham Smith with regard to administration of the LFUCG construction contract. The administration of the construction contract will be conducted by LFUCG in full cooperation with KYTC, the project management team, and/or their representative(s) assigned to the project. Gresham Smith will only be utilized on an on-call basis to provide guidance or answers to questions from LFUCG. The ultimate goal of LFUCG and Gresham Smith should be to administer the contract in a highly professional manner, conducive of a cooperative relationship between the Consultant, contractors, and LFUCG, and to complete the work on budget and on time with a minimum inconvenience and maximum safety to the public.

Project Understanding

Gresham Smith will provide construction observation, responses to RFIs, shop and drawing review for the Town Branch Greenway project, Zones 1-4 & 7, KYTC Item Nos. 7-3414, 7-3207, and 7-3710, only when requested in writing to do so by LFUCG. Gresham Smith assumes that the total duration of services will be a maximum of 120 weeks, which includes startup and project closeout. If the services covered by this agreement have not been completed with the 120 weeks of the date of this agreement, through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated as Additional Services.

Gresham Smith will perform the services listed below on a cost-plus with profit fee basis and will bill time spent on an hourly basis at the rates Gresham Smith pays to each individual employee performing the services. The same billing approach will include Strand Associates. Gresham Smith will invoice LFUCG for Strand Associates invoices as a single line item on each invoice. Expenses incurred will be billed at cost with no mark-up.

182 — ~~Construction Procurement Assistance~~

~~Consultant shall participate in a pre bid conference for perspective bidders and assist in the preparation of responses to questions from prospective bidders and provide clarification and interpretations of the bidding documents as requested by LFUCG. It is assumed that up to three members of the consultant team will attend the pre bid meeting and the meeting will be 2 hours in duration. The Consultant anticipates that preparation of responses and clarifications will require up to 16 hours of effort.~~

~~Consultant shall assist LFUCG in the bid evaluation and determination of the successful bid.~~

183 Project Administration and Coordination

~~Consultant shall advise and consult LFUCG during the Construction Phase Services. The Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work nor shall the Consultant be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.~~

~~Consultant will recommend to LFUCG that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not~~

~~produce a completed Project that conforms generally to Contract Documents. Consultant will review the Contractor's accepted schedule and schedule updates for compliance with the contract requirements. Consultant will provide ongoing schedule review and evaluation support through project completion. Consultant will prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc.~~

~~Consultant will setup and maintain project contact list. This process will be in at the preconstruction meeting and conclude at the end of the project. The contact list may include but not be limited to the Contractor, LFUCG staff, KYTC personnel, subcontractor personnel, and adjacent property owners.~~

~~The Consultant shall attend meetings and coordinate with the LFUCG Program Management Team currently overseeing the project in order to transition project management and inspection services. The consultant will attend a meeting with the with contractor to address consultant management roles and procedures. The Consultant assumes that it will be necessary for up to two members of the consultant team to regularly coordinate and meet with the Program Management Team and LFUCG. The Consultant anticipates up to two hours of coordination efforts will be necessary each week.~~

~~Consultant shall coordinate with the LFUCG and the assigned Program Manager. Consultant will prepare for and attend, when requested, any periodic or in-depth inspections that may be conducted on the project related to project work, progress or records. The Consultant anticipates to attend up to two hundred and two hundred forty (240) inspections that are to be considered as Construction Observations (See Line No. 187).~~

~~Consultant will, if requested by LFUCG, render written decision on all claims of LFUCG and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to LFUCG or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.~~

184 Pre-Construction Meeting

The purpose of the preconstruction meeting is to review the various items of work as set forth in the detailed construction plans, bid proposal, specifications, and the Contractor's work schedule, as well as to establish the partnering relationship among project personnel. The primary goal of the preconstruction meeting is to introduce all of the project participants and discuss actions necessary for a successful start, execution, and completion of the contract work. Gresham Smith and Strand Associates will participate in a preconstruction meeting before the start of physical construction and will clarify and respond to any questions, or potential misunderstandings, regarding the upcoming work to be performed.

185 Project Delivery Coordination Meetings

~~Consultant will administer participate in bi-weekly project delivery coordination meetings with the Contractor, subcontractors, LFUCG, KYTC, utility personnel, and other agencies affected by the project. The purpose is gather project status updates as well as to discuss field and testing reports and short and long term schedules. Consultant will prepare the agenda, attend and conduct the meeting, compile meeting notes and distribute to attendees. Consultant assumes no more than sixty (60) bi-weekly meetings will be required. It is estimated that up to two members of the consultant team will attend the project delivery coordination meetings and the meeting will be 1.5 hours in duration.~~

186 Review of Submittals, Shop Drawings and Approved Products List

Only when requested by LFUCG, Gresham Smith will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given and the design concept expressed in the Contract Documents. Such review and approvals or other action is not for the purpose of determining the accuracy or completeness of other information such as dimensions, quantities, and installation or performance of the equipment or systems, which are the Contractor's responsibility and will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. The Consultant is not to sample construction materials but is to review material samples submitted by the Contractor.

Gresham Smith will review the shop drawing submittals with the KYTC Approved Products for compliance with the plans and specifications. The Consultant shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities. The Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. In the absence of an approved submittal schedule, the submittals shall be reviewed with reasonable promptness while allowing sufficient time for adequate review.

~~Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with requirements of Contract Documents. Consultant assumes no more than thirty six (36) reviews of shop drawings, samples, and similar submittal of the Contractor will be required.~~

187 Construction Observation

When requested by LFUCG, Gresham Smith will provide periodic on-site construction observation services during the construction phase. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment.

Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

188 Responses to Requests for Information

When requested by LFUCG, Gresham Smith will respond to reasonable and appropriate Contractor requests for information (RFI) and issue necessary clarifications and interpretations of the Contract Documents to LFUCG as appropriate to the orderly completion of Contractor's work. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawing or Specifications in need of clarification and the nature of the clarification requested.

Any orders authorizing variations from the Contract Documents will be made by LFUCG. If

appropriate and if requested by LFUCG, the Consultant may issue supplemental Drawings and Specifications on response to requests for information.

~~189 — Preparation, Review and Collection of Inspection Reports~~

~~Consultant will prepare Inspection Reports and review the Inspection Reports prepared by both Geotechnology and Strand. Inspection Reports shall be submitted on KYTC's Daily Inspection Report, TC 63-28. Consultant will collect Inspection Reports on a weekly basis that are to be included with the submission of each pay estimate application. Consultant assumes the preparation, review and collection of Inspection Reports will occur for no more than eighty (80) weeks.~~

~~190 — Recommendations and Review of Monthly Pay Estimates~~

~~Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to LFUCG, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work in progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.~~

~~By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on the Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to LFUCG free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between LFUCG and Contractor that might affect the amount that should be paid.~~

~~Consultant will review, approve, certify and make recommendation for payment to LFUCG. The submitted pay application will be reviewed with LFUCG and the Program Manager, and cross checked with submitted field reports. Consultant will also review supporting information such as material tickets, supplier list, certified payroll and an updated schedule. Consultant assumes no more than twenty (20) pay estimate applications and schedule reviews.~~

~~191 — Collect and Review Certified Payrolls~~

~~Consultant will assist in the collection of Certified Payrolls from the Contractor and all Subcontractors on a weekly basis and will be included with the submission of each pay estimate application. The Consultant will review the Certified Payrolls for general conformance with the contract requirements. The verification of conformance to the Wage Rate and DBE compliance will be the responsibility of LFUCG. Consultant assumes no more than one hundred and twelve (112) weeks of certified payroll collection and reviews.~~

~~192 — Employee Interviews~~

~~Consultant shall conduct employee interviews on forms submitted by the LFUCG and compare to the submitted payrolls for accuracy. Consultant is to notify the Prime Contractor of inaccuracies and resolve discrepancies. The Consultant assumes no more than fifty-six (56) employee interviews.~~

193 ~~Utility Relocation and Coordination~~

~~Utility relocations are subject to be a part of this contract. Relocations that are reimbursable will be inspected for quantities that will be reviewed and verified comparing utility company records prior to payment by LFUCG.~~

~~Consultant shall assist to coordinate with the utilities to ensure timely utility relocation. This effort includes the following:~~

- ~~• Review utility relocation schedules and drawings.~~
- ~~• Monitor utility relocation progress versus the schedule.~~
- ~~• Meet with utility representatives to discuss the work progress and schedule changes. It is anticipated up to 2 hours of meetings will be necessary each week.~~
- ~~• Communicate frequently with the contractor and LFUCG to provide updates on the progress and any problems. The vast majority of communications will be written in the form of emails and meeting minutes.~~
- ~~• Conduct weekly utility meetings as needed on site.

 - ~~○ Consultant shall assist with the preparation the agenda and participate in utility meetings weekly or biweekly as requested as well as record significant information and distribute written minutes to the attendees. Meetings should include LFUCG personnel, contractor, utility personnel and representatives of other agencies affected by the project. Discussion should include recent progress, upcoming events in the schedule, and project related problems or roadblocks.~~~~
- ~~• Prepare and distribute any necessary reports.~~
- ~~• Verify that utilities are located in accordance with the plans.~~
- ~~• Coordinate with utilities and contractors to resolve conflicts.~~
- ~~• Assist the utilities and LFUCG with issues involving supplemental agreements.~~

~~Consultant assumes no more than twenty eight (28) weeks of utility relocation and coordination. It is anticipated up to six hours of coordination efforts will be necessary each week.~~

194 ~~Review and Preparation of Change Orders~~

~~Consultant will review any supplemental agreements and or change orders submitted by the contractor with the plans and specifications and make a recommendation to LFUCG. Consultant shall negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. The Consultant review will involve coordination with KYTC and LFUCG. Consultant will also follow KYTC guidelines. The Consultant shall assist with the processing of Change Orders on a supplied standard form(s) for LFUCG approval and execution in accordance with the Contract Documents. The Consultant assumes no more than sixteen (16) change orders.~~

195 ~~Design Support During Construction~~

~~If requested by LFUCG, Gresham Smith may be required to redesign certain items to reflect differing field conditions or design additional elements to better facilitate construction. The consultant may provide assistance in the evaluation and resolution of problems encountered during construction. This effort includes the associated drafting support or CADD services.~~

196 ~~Project Closeout~~

~~If requested by LFUCG, Gresham Smith will work with LFUCG and KYTC to close out the project. This process will include a pre-punch list, punch list walk through, and final inspection.~~

~~Promptly after notice from Contractor that it considers the entire Work ready for its intended use, the Consultant, the site inspectors, the Project Manager, the Contractor, and a representative from~~

~~KYTC District 7, shall conduct a walk through to determine if there are any deficiencies to correct. These deficiencies will be reflected on a punch list. The Consultant will submit a letter documenting punch list items to all parties. The letter will also state that the final payment will not be made until all listed items are completed, all property owner complaints have been resolved, and the final compensation change order is processed and the Sworn Statement of Final Payment has been submitted.~~

~~Within one (1) week after the project walk through, the Consultant and the Contractor will meet to determine the final quantities installed on the project and the status of any outstanding complaints.~~

~~The Consultant will conduct participate in a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list. list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.~~

~~Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of LFUCG, Consultant considers the Work substantially complete, Consultant will notify LFUCG and Contractor. Consultant assumes no more than four (4) visits to the site to determine whether such portions of the Work is substantially complete in accordance with the requirements of the Contract Documents.~~

~~After the final quantities on the project are determined, the Consultant will draft the Final Compensating Change Order and submit copies to the Contractor and the inspectors for review. If all parties agree, the change order is submitted for approval. When any and all of the complaints in litigation are resolved, and all punch list items have been addressed, the final pay estimate may be processed upon receipt of the Sworn Statement of Final Payment from the Contractor. The project's warranty period begins once final payment is made. The date of the final payment starts the warranty period which is necessary to address any complaints or deficiencies in construction. After the project is accepted, LFUCG will submit a letter to the contractor informing them of the date of acceptance, end of warranty date, and listing any outstanding issues.~~

197—Public Relations Coordination

~~Consultant shall assist in maintaining a consistent level of public communication with the goal of maintaining trust, public awareness and understanding of the Project. Consultant may provide LFUCG with Maps, graphic and text documents intended for printing or online viewing as Adobe PDF files. Consultant may assist in addressing project specific progress questions such as milestones, etc. LFUCG will be responsible for conveying messages to the public and media. Consultant's scope of work assumes approximately 120 weekly updates during the construction phase.~~