



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 10/2/2012

Report Type: Consent

Title: Supplemental Agreement: Del Paso Boulevard Streetscape Project (T15098400)

Report ID: 2012-00775

Location: Del Paso Boulevard between Arden Way and State Route 160, District 2

Recommendation: Pass a motion: 1) authorizing the City Manager to execute Supplemental Agreement No. 2 with Mendoza and Associates, and 2) reset the City Manager's authority to issue Supplemental Agreements for City Agreement No. 2012-0292.

Contact: Matthew Johns, Associate Civil Engineer, (916) 808-5760; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Civil & Electrical Design

Dept ID: 15001131

Attachments:

- 1- Description/Analysis
- 2 - Background Information
- 3- Exhibit A - Location Map
- 4 - Supplemental Agreement

City Attorney Review

Approved as to Form
Gerald Hicks
9/21/2012 1:15:04 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
9/19/2012 10:35:34 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 9/19/2012 7:17:02 PM



Description/Analysis

Issue: On April 3, 2012, the City executed an agreement with Mendoza and Associates in the amount of \$85,047 to perform construction management services for the Del Paso Boulevard Streetscape Project (T15098400).

Supplemental Agreement No. 2 in the amount of the \$47,318 is needed for Mendoza and Associates to provide construction management services for twenty (20) additional work days and night work.

Policy Considerations: The action requested herein is consistent with the Sacramento City Code, Title 3 and with the City of Sacramento Strategic Plan goals of achieving sustainability and neighborhood livability.

Environmental Considerations:

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA): On February 16, 2010, the City Council approved a Mitigated Negative Declaration and adopted the Mitigation Reporting Plan for the Del Paso Boulevard Streetscape Project (T15098400) pursuant to the requirements of CEQA. There is no substantial evidence that the project, with the adoption of the mitigation measures identified, will have a significant effect on the environment.

The project is funded in part by federal funds. As a result, the proposed project is also subject to NEPA. A Categorical Exclusion was issued on July 7, 2010 by the California State Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA) pursuant to the requirements of NEPA.

Sustainability Considerations: This project is consistent with the City's Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Supplemental Agreement No. 2 is necessary to provide additional construction management services through project completion.

Financial Considerations: The Del Paso Boulevard Streetscape Project (T15098400) has a total budget of \$3,990,000 consisting of Major Street Construction Funds (Fund 2007), SHRA Community Development Block Grant Funds (Fund 3701), CRCIP Funds (Fund 3004), and Federal Capital Grant Funds (Fund 3703). As of August 30, 2012 the unobligated balance is \$346,344, which is sufficient to execute Supplemental Agreement No. 2 with Mendoza and Associates in the amount of \$47,318 and cover all remaining construction management costs.

There are no additional general funds planned or allocated for this project.

Emerging Small Business Development (ESBD): The construction management services for the Del Paso Boulevard Streetscape Project (T15098400) has federal funding and requires conformance with project participation guidelines for Disadvantaged Business Enterprise (DBE)/ Underutilized Disadvantaged Business Enterprises (UDBE) program requirements, therefore, the ESBD requirements are held in abeyance. Mendoza and Associates met the UDBE goal by pledging 17.2%.



Background Information:

On April 3, 2012, the City executed an agreement with Mendoza and Associates in the amount of \$85,047 to perform construction management services for the Del Paso Boulevard Streetscape Project (T15098400).

On August 22, 2012, the Director of Public Works executed Supplemental Agreement No. 1 with Mendoza and Associates to incorporate the agreed upon scope of work and fee schedule that was not included in the executed agreement. This supplemental agreement had no effect on the contract amount or duration.

Supplemental Agreement No. 2 in the amount of the \$47,318 is needed for Mendoza and Associates to provide construction management services for twenty (20) additional work days and night work.

The construction management time is needed for inspection of additional work related to the installation of an 8" water main, the removal of an unidentified underground storage tank, and the construction of additional sidewalk near Arden Way under traffic control restrictions.

The funds will cover the costs incurred for twenty (20) additional days of inspection, as well as night and weekend work for Mendoza and Associates and their subcontractor.

The Del Paso Boulevard Streetscape Project (T15098400) will: 1) signalize the intersection of Del Paso Boulevard/ Southgate Road/ Colfax Avenue; 2) modify the existing signal at the intersection of Del Paso Boulevard/ Barstow Street/ Baxter Avenue; 3) modify the existing signal at the intersection of Del Paso Boulevard/ State Route 160 Ramps; 4) remove/replace the existing curb, gutter, and sidewalk; 5) construct bulb-outs at key intersections throughout the corridor; 6) enlarge existing tree wells and install an irrigation system; 7) create new on-street parking; and 8) install ornamental street lights near the Globe Avenue Regional Transit Station.

Construction is anticipated to be completed in October 2012.



EXHIBIT A

Location Map for Del Paso Boulevard Streetscape Improvement Project (T15098400)



Department of
TRANSPORTATION
City of Sacramento

Map Contact: S. Tobin
Map Date: JAN, 10

0 335 670 1,340 2,010
Feet





City of Sacramento
SUPPLEMENTAL AGREEMENT

Contract #: 2012-0292-2

Date: 09/18/12

Purchase Order #:

Supplemental Agreement #: 2

Job#: T15098400

Project Title: CM Services for Del Paso Blvd Streetscape Project (Federal)

The City of Sacramento ("City") and Mendoza & Associates, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2012-0292 including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

- 1. The Scope of Services specified in Exhibit A of the Agreement is amended as follows:

See Exhibit A

- 2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement of Payment of Contractor's fees and expenses, is increased by \$47,318.32 and said maximum not-to-exceed amount is amended as follows:

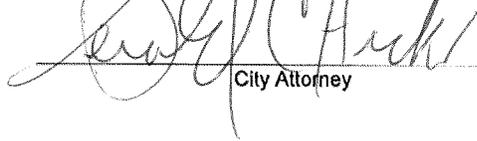
The original not-to-exceed amount:	\$85,047.60
The net change by previous Supplemental Agreements:	\$0.00
The not-to-exceed amount prior to this Supplemental Agreements:	\$85,047.60
The contract sum will be increased by this Supplemental Agreement:	\$47,318.32
The new not-to-exceed amount including all Supplemental Agreements:	\$132,365.92

- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 20 Days by reason of the performance of the work required by this Supplemental Agreement.
- 4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
- 5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:


Project Manager

Approved as to Form By:


City Attorney

Approved By:


Contractor

Approved By:

City of Sacramento

Attested to By:

City Clerk

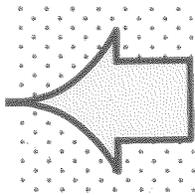


Exhibit A

CM Services for Del Paso Blvd Streetscape Project (Federal)

2012-0292

09/18/12

<i>Description</i>	<i>Amount</i>
Supplemental Agreement #2	
PCO # 2.0 Client Initiated Changes	\$47,318.32
09/18/12	
<p>This change order establishes overtime rates for Mendoza & Associates, as shown on the attached revised 10-H form, that were not included in the original contract. Though some overtime is anticipated to complete this project, Mendoza & Associates will complete their entire scope of work within budget.</p> <p>This change order will incorporate the scope of work and 10-H form For Safework, Inc., as well as include federal forms "F" and "G" that were excluded from the original contract. (See Exhibits 2, 3, 4, 5 to Attachment A).</p> <p>This change order will add twenty (20) working days to the agreement which are needed for the inspection of additional work related to the installation of an 8" water main, the removal of an unidentified underground storage tank, and the construction of additional sidewalk near Arden Way under traffic control restrictions.</p>	
1 Items	Total for Change Order # 2 <u>\$47,318.32</u>

1 Items	Total for Contract # 2012-0292	\$47,318.32
<i>Totals By Reason</i>	Changed/Unforeseen Conditions	\$0.00
	Changes to Bid Documents	\$0.00
	Client Initiated Changes	\$47,318.32

Cost Proposal for the City of Sacramento - Del Paso Blvd Streetscape
Supplemental Agreement #2

Project No: T15098400
Consultant: Mendoza & Associates

**ATTACHMENT 1
TO
EXHIBIT A**

Direct Labor

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Resident Construction Inspector			160	@ \$50.06	\$8,009.60
Construction Inspector			10	@ \$50.42	\$504.20
SWPP Review			8	@ \$50.50	\$404.00

Subtotal Direct Labor Costs	\$8,917.80
Anticipated Salary Increases	\$0.00
Total Direct Labor Costs	\$8,917.80

Fringe Benefits (Included in Indirect)	Rate 0.00%	\$0.00
Indirect Costs: Overhead and General & Administrative	134.00%	\$11,949.85

Subtotal: Cost before Fee \$20,867.65

FEE (Profit)	10.00%	\$2,086.77
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OVERTIME HOURLY RATES

Resident Construction Inspector (One and a Half Overtime): \$151
Resident Construction Inspector (Double Time): \$172

OTHER COSTS

Travel Costs	\$0.00	
Equipment and Supplies (Itemize)	\$0.00	
Other Direct Costs (Itemize)	\$0.00	
Total Other Costs		\$0.00

Sub-Total: Mendoza Cost	\$0.00	\$22,954.42
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Subcontractor Costs (attached detailed cost estimate for each subcontractor)		
Subcontractor: Safework (UDBE Subcontractor)	\$24,363.90	

TOTAL COST		\$47,318.32
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Exhibit 1 – Attachment A

Hourly Rates:

September 18, 2012

Resident Construction Inspector

Straight Time: $\$128.85 = (\$38.48^A + \$11.58^B + \$67.08^C) \times 1.10^D$

One and a Half Overtime: $\$150.02 = ((1.5 \times \$38.48^A) + \$11.58^B + \$67.08^C) \times 1.10^D$

Double Time: $\$171.18 = ((2 \times \$38.48^A) + \$11.58^B + \$67.08^C) \times 1.10^D$

^A Basic Hourly Rate = Initial Hourly Rate - Health and Welfare Amount^B = $\$50.06 - \$11.58^B = \$38.48$

^B Health and Welfare amount which shall be paid independent of employer paid benefits.
(State of California Department of Industrial Relations - February 22, 2012)

^B Hourly Indirect Rate = $1.34 \times \text{Initial Hourly Rate} = 1.34 \times \$50.06 = \$67.08$
(Approved in executed City agreement)

^C 10% fee approved in executed City agreement.

ATTACHMENT 2
TO
EXHIBIT A

City of Sacramento Del Paso Blvd. Streetscape

Safework, Inc. - Scope of Services

Construction Inspection Services

Purpose:

To provide documentation of construction activities, duration of activities, manpower and equipment allocation, inspections, and work conditions under the direction of the Project Manager.

Approach:

Subconsultant will provide the Prime (Mendoza & Associates) with knowledgeable people, familiar with construction activities to be performed on the project. Subconsultant will document the Contractors' daily activities, manpower loading, on-site equipment and items considered pertinent to the project.

Subconsultant will provide daily inspections and/or special inspections as deemed necessary and beneficial for proper completion of the project, or, at the direction of the Project Manager.

Maintain daily documentation in accordance with the project Quality Management Plan and Caltrans LAPM and Construction Manual.

Assumptions:

1. Subconsultant shall provide inspectors who are experienced and qualified for the inspection required.
2. All inspections will be within the project limits.
3. Subconsultant will provide all equipment necessary and typical to perform inspection duties.
4. Subconsultant will comply with all safety and environmental requirements established for the project including training, documentation, and reporting as directed by the Project Manager.

Deliverables:

1. Inspector's daily and/or special inspection reports turned in to the Project Manager daily or upon request.
2. Take and maintain digital photographs and videos as necessary to provide documentation of construction activities. All photos will be logged, dated and turned in with the daily inspection report.
3. Verify field measurements for compliance with contract plans and specifications and provide quantity calculations for progress payment.
4. Continue to update an As-Built set of plans and review contractor's marked set.
5. Conduct weekly project meetings, prepare and distribute to all designated parties.
6. Review the updated construction schedule and maintain record.
7. Assist with process job control documents including:
 - Daily inspection diaries
 - Monthly construction progress payment
 - Request for information
 - Survey requests
 - Materials receipts
 - Weigh master certificates
 - Materials submittals
 - Weekly statements of working days
 - Construction change orders

Cost Proposal for City of Sacramento Del Paso Blvd Streetscape

Project No: 15098400Federal
 Consultant: Safework

ATTACHMENT 3 TO EXHIBIT A

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Project Manager				@	\$ -
				@	\$ -
Highway Engineer				@	\$ -
				@	\$ -
Bridge Engineer				@	\$ -
				@	\$ -
Technician				@	\$ -
				@	\$ -
Inspection			200.00	@ \$ 45.00	\$ 9,000.00
				@	\$ -
				@	\$ -
Subtotal Direct Labor Costs					\$ 9,000.00
Anticipated Salary Increases					\$ -
Total Direct Labor Costs					\$ 9,000.00
				Rate	
Fringe Benefits				30.10%	\$ 2,709.00
Indirect Costs:					
Overhead				60.00%	\$ 5,400.00
General & Administrative				56.00%	\$ 5,040.00
Subtotal: Cost before Fee					\$ 22,149.00
FEE (Profit)				10.00%	\$ 2,214.90
OTHER COSTS					
Travel Costs				\$ -	-
Equipment and Supplies (Itemize)				\$ -	-
Other Direct Costs (Itemize)				\$ -	-
Total Other Costs					\$ -
Subcontractor Costs (attach detailed cost estimate for each subcontractor)				\$ -	-
TOTAL COST					\$ 24,363.90

ATTACHMENT 4
TO
EXHIBIT A
EXHIBIT F
CALIFORNIA DEPARTMENT OF TRANSPORTATION
ADDITIONAL CONTRACT PROVISIONS

- A. This Agreement (hereafter the "Contract") shall begin on April 3, 2012, contingent upon approval from the State, and expire on June 30, 2013, unless extended by amendment.
- B.
1. Code of Federal Regulations (CFR) 48 Chapter 1, Part 31 shall be used to determine the allowability of the Individual items of cost.
 2. The Consultant (hereafter referred to as either "Consultant" or "Contractor") agrees to comply with federal procedures in accordance with CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 3. Any costs for which payments have been made to the contractor, which are determined by subsequent audit to be unallowable under CFR 48, Chapter 1 Part 31 and CFR 49, Part 18, are subject to repayment by the contractor to the City of Sacramento, the State and the Federal Government.
 4. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- C.
1. The City of Sacramento shall reimburse the contractor for actual costs as specified herein. The actual costs shall include direct salary costs, employee benefits, overhead and fee. The total amount payable by the City, for all Task Orders and expenses resulting from this contract, shall not exceed \$ 85,047.60. It is understood and agreed that this total is an estimate, and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through Task Orders.
 2. The Contractor shall be reimbursed for direct costs, other than salary costs that are identified in an executed Task Order.
 3. The Contractor shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private cars at the rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules. In addition, contractor's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.
 4. The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has been issued by the City and State's Contract Manager. No payment will be made for any work performed prior to approval of this contract.

5. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- D.
1. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of work pertinent to this contract shall be subcontracted without written authorization by the State's or City's Contract Manager, except that which is expressly identified in the Contractor's Cost Proposal.
 2. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all provisions stipulated in this contract to be applicable to subcontractors.
 3. Any substitution of subcontractors must be approved in writing by State's or City's Contract Manager.
 4. Any subcontract, entered into as a result of this contract shall contain all the provisions of this Article.
- E.
1. Prior authorization in writing by the City's Contract Manager shall be required before the Contractor enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or consultant services. The Contractor shall provide the necessity or desirability of incurring such costs.
 2. For purchase of any item, service or consulting work not covered in the Contractor's Cost Proposal and exceeding \$500, with prior authorization by the City's Contract Manager, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.
 3. Any equipment purchased as a result of this contract is subject to the following. The Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year or more and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, the Contractor may either keep the equipment and credit the City in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State and City procedures, and credit the City in an amount equal to the sales price. If the Contractor elects to keep the equipment, the fair market value shall be determined, at the Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the City, State and the Contractor. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the State.

4. CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
 5. Any subcontract entered into as a result of this contract shall contain all the provisions of this article.
- F. In accordance with Public Contract Code Section 10296, a contractor who is not a public entity, by signing this contract, hereby swears under penalty that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately proceeding two-year period because of the Contractor's failure to comply with an order of a Federal court that orders the Contractor to comply with an order of the National Labor Relations Board.
- G. It is understood and agreed that the contract's not-to-exceed amount is an estimate and that City of Sacramento will pay only for those services actually rendered as authorized by the Contract Manager or his/her designee.
- H. The Contractor shall not commence performance of work or services until this contract has been approved by the City and State and notification to proceed has been issued by City and State's Contract Manager. No payment will be made for approval of this contract.
- I. 1. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 8546.7, the Contractor, subcontractors, the City of Sacramento and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the cost of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The City of Sacramento, the State, the State Auditor, FHWA or duly authorized representative shall have access to any books, records, and documents of the Contractor that are pertinent to the contract for audits examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
2. Any subcontract entered into as a result of this contract shall contain all the provisions this article.

J. Introduction Under Early Termination

1. Within 30 days of the date the consultant is notified of early termination for the convenience of the City of Sacramento, the consultant shall prepare and submit to the Contract Manager for approval, two separate supplemental cost proposals:
 - 1) A final revised cost proposal for all project-related costs to the revised

termination date, and 2) A cost proposal specifically addressing the termination settlement costs only.

2. The consultant's final revised cost proposal and termination settlement shall reflect any work that is not covered by the executed original contract or executed contract amendment(s) and should reflect the reduced level of effort resulting from the early termination, if applicable.
3. Project-related documents shall be described, listed and identified as part of the final revised cost proposal. Project related documents shall include all documentation that are incomplete and final form and which have been accepted as complete by the City of Sacramento, or documents in draft and/or incomplete form for those deliverables which are in progress by the consultant and have not been accepted as complete.

A. Consultant's Reports Under Early Termination

Upon notice of early termination consultant shall provide all project related correspondence required as part of the Consultant's scope of services. All documents must be received and accepted before the settlement costs invoice is paid.

B. Invoice Submittal Under Early Termination

Separate final invoices for project-related costs and termination settlement cost shall be submitted no later than thirty (30) calendar days after the date acceptance of the final cost proposal by the Contract Manager. Invoices shall be submitted in accordance with Exhibit B.

C. Expenses Payable Under Early Termination

The invoice for termination settlement cost shall contain the following, to the extent they are applicable. Lease termination cost for equipment and facilities approved under the terms of the contract: equipment salvage costs for equipment valued over \$500; rental cost for unexpired leases, less than the residual value of the lease; cost of alterations and reasonable restorations required by the lease, settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection, and disposition of property acquired or produced under the contract; indirect cost, such as payroll taxes, fringe benefit, occupancy costs, immediate supervision related to wages and salaries, incurred as settlement costs.

D. Termination issues for Subconsultants, Materialmen, Etc.

The consultant shall notify any subconsultant and service vendor providing service under this contract of the early termination date of this contract. Failure to notify any subcontractor and service vendor shall result in the

consultant being liable for the termination cost incurred by any subcontractor and service or supply vendor for work performed under this contract except those specifically agreed to in the termination notice to the consultant.

E. Cost Principals Under Early Termination

Termination settlement expenses reimbursed in accordance with CFR 48, Federal Acquisitions Regulations System, Chapter 1, Part 31. Subpart 313205-42 (c) dealing with the Initial Costs are not applicable to architectural and engineering contract terminations.

F. Adjustment of Fixed Fee Under Early Termination

The fixed fee will be adjusted as determined by the Contract Manager in accordance with the guidelines Established in CFR 48 Chapter 1, Section 49.305-1.

G. Disputes Under Early Termination Conditions

Disputes under early termination conditions shall be resolved in accordance with the City's dispute resolution process.

Safework, Inc.:

1. The proposed hourly rate shall be adjusted to reflect the actual hourly rates of individual(s) who will be working on the project.
2. The contractor shall adjust the proposed indirect rate to the audited provisional rate of See 10-H form percent.
3. The Other Direct Costs for vehicles shall be changed to reflect the audited rate of See 10-H form per month.

SPECIAL PROVISIONS (ENGINEERING DESIGN)**1. Record Retention**

The Consultant agrees to keep proper books of records and account in which complete and correct entries will be made of payroll costs, travel, subsistence and field expenses. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by the City.

2. Accuracy and Completeness

The Consultant has total responsibility for the accuracy and completeness of the investigations, calculations, reports, plans and related designs, specifications, and estimates prepared for the Project and shall check all such material accordingly. The plans will be reviewed by City for conformity with Project objectives and compliance with City Standards. Reviews by City do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely with the Consultant. Specifically included is the Consultant's responsibility to comply with all requirements of the Americans with Disabilities Act.

The Consultant shall provide an independent analysis of all structural computations and plans submitted to the City. The independent analysis shall be performed by an engineer licensed in the appropriate discipline. The signature of the checker shall appear on all plan sheets.

In the event that the items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decision by City as to the proper procedure to be followed. Corrective action taken will either be in the form of an addendum prepared by the Consultant and issued by City, or by a covering change order after the award of the construction contract.

During construction, the Consultant shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders resulting from errors and omissions of the Consultant. Such drawings shall be requested in writing from the Consultant by City and shall be furnished at no additional cost to City. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to City for duplication and distribution.

3. Professional Seal

The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer responsible for their preparation. The signature and registration number of the checker shall also appear on all sheets.

4. Sole Source Materials or Equipment

The Consultant or its subcontractors shall not incorporate in the design any materials or equipment of single or sole source origin without prior written approval of the City.

5. Documentation

The Consultant shall document the results of all work to the satisfaction of the City. This may include, but not be limited to, preparation of progress and final reports, calculations, plans, specifications, estimates and construction records.

6. Ownership of Documents

Tracings, plans, specifications, maps, as-built plans, and all other documents prepared or obtained under this Agreement shall be delivered to and become the property of the City. The basic survey notes and sketches, charts, computations and other data prepared under this Agreement shall be made available upon request to the City without restriction or limitation on their use.

7. Copyrights

The Consultant shall not have copyrights of reports or products of this Agreement.

8. Changes in Work

The City reserves the right to change the Scope of Work as necessary to complete the project. In the event that such a change would materially change the amount or character of the work reasonably considered necessary to perform under the original scope of this Agreement, a contract adjustment shall be negotiated based upon the estimated number of hours the revised or added task would consume based upon the unit rates as shown in Exhibit "B."

9. Construction Plans and Specifications

All construction plans prepared in accordance with this Agreement shall be ink on mylar drawings.

All construction specifications prepared in accordance with this Agreement shall be submitted in final form to the City on 3.5" - diskette using "Word 6.0/95" or higher software in addition to the required paper copies.