



March 21, 2016

Mr. Charles Quigley, PE  
Director of Engineering  
Somerville Department of Public Works  
1 Franey Road  
Somerville, MA 02145

RE: Medford Street at Pearl Street Sewer Replacement  
Proposal for Engineering Services during Construction  
Kleinfelder Project No.: 20161367.003A

Dear Mr. Quigley:

We are pleased to submit this proposal in the form of a Letter of Understanding (LOU) in connection with our On-Call Engineering Services Contract between the City of Somerville and Kleinfelder (Contract No. 140159, Renewal Year #3). This LOU, when executed, will serve as a contract between Kleinfelder Northeast, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts (hereinafter called Kleinfelder) and the City of Somerville (City) for Kleinfelder to complete the work outlined in the Scope of Services presented herein.

This proposal is for Kleinfelder to provide engineering services during construction of the Medford Street at Pearl Street Sewer Replacement Project. It is based on our expectation that the contract will start around June 1, 2016 and be substantially complete by July 29, 2016 and the construction duration will be 2 weeks, or 10 working days consisting of 12-hour work days between the hours of 7 a.m. and 8 p.m. as stipulated in the City's contract.

### **Scope of Services**

#### ***TASK 1.0 – Project Management and Meetings***

##### ***Sub-Task 1.1 – Project Management and Administration***

Develop a project workplan with a schedule, staffing plan, and quality assurance/quality control plan. Provide quality reviews in accordance with the workplan and company policies. Reviews will include, but not be limited to: submittal responses, request for information (RFI) responses, construction change directives, change orders, field orders, correspondence, and other deliverables. Prepare monthly invoices, develop budget and schedule updates, and provide project coordination.

##### ***Sub-Task 1.2 – Progress Meetings***

Arrange and direct up to two (2) formal meetings, consisting of one pre-construction meeting and

one progress meeting, with the City, Contractor, and applicable agencies during the construction phase. Kleinfelder will prepare an agenda and meeting summaries for each of the meetings.

## ***TASK 2.0 – Construction Phase Services***

### ***Sub-Task 2.1 – Site Visits***

Project Engineer will make two weekly visits to the project site at intervals appropriate for the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. (Kleinfelder shall not be required to make exhaustive or continuous on-site inspection to check the quality or quantity of such work).

- We have assumed 2 site visits per week by the Project Engineer during construction, for a total of 4.
- We have also assumed 2 site visits by the Geotechnical Engineer during construction.

Kleinfelder shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor or the safety precautions and programs incident to the work of Contractor. Kleinfelder's efforts will be directed toward providing a greater degree of confidence for the City that the completed work of the Contractor will conform to the Contract Documents, but Kleinfelder shall not be responsible for the failure of the Contractor to perform the work in accordance with the Contract Documents. During such visits, and on the basis of on-site observations, Kleinfelder shall endeavor to keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may recommend the City disapprove or reject work failing to conform to the Contract Documents.

### ***Sub-Task 2.2 – Submittal Reviews***

Receive submittals from the Contractor, log-in the submittals, distribute the submittals to the appropriate reviewer, log-out the submittals, and distribute submittal responses to the Contractor.

- We have assumed that the Contractor will submit approximately 20-30 submittals for review.

Review and take appropriate action with respect to Shop Drawings and samples, results of tests and inspections, and other data which the Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto). Determine the acceptability of substitute materials and equipment proposed by the Contractor. Receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents.

### *Sub-Task 2.3 – Requests for Information, Construction Change Directives, and Change Orders*

Receive requests for information (RFIs) from the Contractor, log-in the RFIs, distribute the RFIs to the appropriate reviewer, log-out the RFIs, and distribute responses to the Contractor. Prepare construction change directives (CCDs) to revise the requirements of the design as may be necessary during construction.

- We have assumed up to 3 RFIs and 1 CCD during construction.

Issue instructions of the City to the Contractor; issue necessary interpretations and clarifications of the Contract Documents; have authority, as City's Consultant, to require special inspection or testing of the work; act as 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 the City and the Contractor relating to the acceptability of the work or in the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but Kleinfelder shall not be liable for the result of any such interpretations or decisions rendered in good faith.

- We have assumed 1 Change Order.

### *Sub-Task 2.4 – Payment Applications*

Based on Kleinfelder's on-site observations as an experienced and qualified design professional on review of applications for payment and the accompanying data and schedules, determine the amounts owing to the Contractor and recommend in writing to the City payments to the Contractor in such amounts.

- We have assumed 2 Payment Applications.

Such recommendations for payment will constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated, that, to the best of Kleinfelder's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the Contractor; but by recommending any payment Kleinfelder will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by Kleinfelder to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that Kleinfelder has made an examination to ascertain how or for what purposes the Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to the City free and clear of any lien, claims, security interest or encumbrances, or that the Contractors has completed their work exactly in accordance with the Contract Documents.

### *Sub-Task 2.5 – Licensed Site Professional Support*

Kleinfelder shall provide Licensed Site Professional (LSP) services. The LSP or designee will review Soil and Waste Management submittals and RFIs, and will perform site visits as necessary to observe the Contractor's soil and waste management procedures and soil stockpiles. The LSP

will receive Bills of Lading and Material Shipping Records, letters of intent, soil disposal quantities and weight slips, and other documentation required for the disposal of soil as per the Contract Specifications. The LSP will coordinate with the Contractor's environmental professional and will coordinate signatures from the City.

- We have assumed up to 2 site visits by the LSP or designee to observe soil management procedures and stockpiles.
- We have assumed up to 2 soil disposal packages for review.

#### Limitations of Licensed Site Professional

The subsurface investigation conducted by Kleinfelder during design did not encounter soil conditions requiring the preparation of a Utility-Related Abatement Measure (URAM). If soil conditions are encountered during construction that require a URAM for proper disposal, Kleinfelder will notify the City and prepare a proposal for these services.

#### *Sub-Task 2.6 – Utility and Traffic Management Coordination*

[This task was completed during the design phase to facilitate the project schedule.]

Provide Utility Coordination and Traffic Management Coordination for a total of 22 hours. This task includes the following:

1. As a result of utility conflicts and encroachments identified during the final design, contact the following utility owners to review the design and expected impacts to their utilities from the proposed project: Eversource Electric and National Grid Gas.
2. Identify provisions and utility company standards to monitor and protect existing utilities during construction and methods to properly restore conditions.
3. Perform a site visit with Eversource Electric to review potential utility conflict, impacts, and provisions for utility relocation during construction as needed, including notification procedures and expected response times to complete the relocation work.
4. Provide a summary of requirements and sequencing for utility coordination and notifications during construction.
5. Based on City preference for a road closure during construction, develop a comprehensive regional detour plan to support the closure for the duration of the project.
6. Coordinate reviews of the detour plan with the City and the MBTA for bus stop closures.
7. Incorporate comments and finalize the plan.

#### *Sub-Task 2.7 – Project Closeout*

Conduct a review to determine if the Project is substantially complete and to determine if, to the best of Kleinfelder's knowledge, the work has been completed in substantial conformance with the Contract Documents and the intent of the design and if Contractor has fulfilled all of his obligations thereunder so that Kleinfelder may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable (subject to any conditions therein expressed), but any such recommendations and notice shall be subject to the limitations expressed in Sub-Task 2.4 above.

### Limitations of Authority

Kleinfelder shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor's or subcontractor's agents or employees or any other persons (except Kleinfelder's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in Sub-Tasks 2.1 – 2.7, inclusive, shall be construed to release Kleinfelder from liability for failure to properly perform duties undertaken by him in the Contract Documents.

### ***TASK 3.0 – Resident Observation***

Provide a Resident Project Representative for a maximum of One Hundred Forty Six (146) hours. This equates to 65 hours per week for our anticipated construction duration of 2 weeks, plus two 8-hour days (one at the start and end of the project) for mobilization and clean up. The Resident Project Representative will be available for construction and project closeout, and whose duties, responsibilities and limitations of authority are outlined below.

### General

Resident Project Representative is Kleinfelder's Agent and shall act under the supervision of Kleinfelder's Project Manager. He shall confer with Kleinfelder's Project Manager regarding his actions. His dealings in matters pertaining to on-site work will be in general with Kleinfelder's Project Manager and the Contractor, keeping the City advised as indicated below and as necessary. His dealings with subcontractors will only be through or with the full knowledge of Contractor or his on-site representative. He shall generally communicate with City with the knowledge of Kleinfelder's Project Manager.

### Duties and Responsibilities

Resident Project Representative will:

1. Schedules: Review the progress schedule, schedule of shop drawings submissions and schedule of values prepared by Contractor and consult with Kleinfelder's Project Manager concerning their acceptability.
2. Conferences: Attend pre-construction conference. Attend progress meetings and other job conferences as required in consultation with Kleinfelder's Project Manager.
3. Liaison:
  - a. Serve as Kleinfelder's liaison with Contractor, working principally through Contractor's designated on-site representative and assist him in understanding the intent of the Contract Documents. Assist Kleinfelder's Project Manager in serving as City's liaison with Contractor when Contractor's operations affect the City's on-site operations.

- b. Assist in obtaining from the City additional details of information when required at the job site for proper execution of the work.
- 4. Shop Drawings and Samples:
  - a. Receive samples that are furnished at the site by Contractor and notify Kleinfelder's Project Manager of their availability for examination.
  - b. Advise Kleinfelder's Project Manager and the Contractor or his on-site representative immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been reviewed by Kleinfelder.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. Conduct daily on-site construction review of the work in progress, or as otherwise necessary, to determine to the best of his knowledge (1) if work is proceeding in general accordance with the Contract Documents and (2) that completed work is in substantial conformance with the Contract Documents.
  - b. Report to Kleinfelder's Project Manager who, in turn, will notify the City whenever any work is to the best of his knowledge and belief unsatisfactory, faulty or defective, or is not in substantial conformance with the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made; and advise Kleinfelder's Project Manager when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection or approval. Record and advise the Contractor of work failing to meet the Contract requirements.
  - c. Verify that tests, systems start-up and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to Kleinfelder's Project Manager appropriate details relative to the test procedures and start-ups.
  - d. Accompany visitors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections, and report to Kleinfelder's Project Manager.
  - e. Endeavor to protect the City against defects and deficiencies in the work and to verify compliance with the Contract Documents. Nothing in Task

3.0 relieves the Contractor of its independent obligations under its contract with the City in performing his services.

6. Interpretation of Contract Documents: Transmit to Contractor clarification and interpretation of the Contract Documents as issued by Kleinfelder's Project Manager.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report them with recommendations to Kleinfelder.
8. Records:
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, Kleinfelder's clarifications and interpretations of the Contract, Kleinfelder's clarifications and interpretations of the Contract Documents, progress reports and other project-related documents.
  - b. Keep a diary or log book recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of principal visitors and representatives of fabricators, manufacturers, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Kleinfelder's Project Manager.
  - c. Record names, addresses, and telephone numbers of all Contractors, subcontractors and major suppliers of equipment and materials.
9. Reports:
  - a. Furnish periodic reports as required of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing submissions.
  - b. Prepare preliminary change orders and extra work orders, obtaining all back-up material. Recommend to Kleinfelder's Project Manager Change Orders, Extra Work Orders and Field Changes.
10. Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Kleinfelder's Project Manager, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site, but not incorporated in the work.

11. Certificates, Maintenance and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals as appropriate and other data required to be assembled and furnished by Contract are applicable to the items actually installed and deliver this material to Kleinfelder's Project Manager for his review and forwarding to the City prior to final acceptance of the work.
12. Completion:
  - a. Before Kleinfelder issues a Certificate of Substantial Completion, assist Kleinfelder's Project Manager in developing a list of observed items requiring correction or completion.
  - b. Conduct final review in the company of Kleinfelder's Project Manager, City and Contractor and assist in preparation of a final list of items to be corrected.
  - c. Verify to the best of his knowledge that all items on final list have been completed or corrected and make recommendations to Kleinfelder's Project Manager concerning acceptance.

Limitations of Authority - Resident Project Representative:

- A. Will not authorize any deviation from the Contract Documents or approve any substitute materials or equipment unless authorized by Kleinfelder's Project Manager.
- B. Will not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
- C. Will not expedite work for the Contractor.
- D. Will not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- E. Will not advise or issue directions as to safety precautions and programs in connection with the work.
- F. Will not authorize City to occupy the project in whole or in part.
- G. Will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Kleinfelder.

- H. Will not exceed limitations on Kleinfelder's authority as set forth in the Contract Documents.

#### ***TASK 4.0 – Record Drawings***

Kleinfelder shall prepare and furnish to the City one (1) set of record drawings containing those changes made during the construction process which are reflected on the marked-up prints and drawings furnished by the Contractor to Kleinfelder. The deliverable will consist of an AutoCAD file, digital PDF, and hard copy deliverable of the final project record drawings.

The record drawings will become the property of the City. Kleinfelder shall be held harmless from any claims, losses, and expenses arising from future use of the record drawings by the City.

#### **Proposed Budget**

We propose to provide construction services for the Medford Street at Pearl Street Sewer Replacement Project for a budgeted fee of \$44,785 as summarized in the following table:

<b>Task</b>	<b>Labor</b>	<b>Expenses</b>
<b>Task 1.0 – Project Management and Meetings</b>	\$4,600	\$40
<b>Task 2.0 – Construction Phase Services</b>	\$20,130	\$70
<b>Task 3.0 – Resident Observation</b>	\$17,520	\$460
<b>Task 4.0 – Record Drawings</b>	\$1,940	\$25
<b>Subtotal Tasks 1-4</b>	<b>\$44,190</b>	<b>\$595</b>
<b>TOTAL \$44,785</b>		


Mr. Charles Quigley  
City of Somerville  
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Please contact me at (617) 498-4773 if you have any questions or comments regarding this proposal. We appreciate the opportunity to be of continued service to you.

If this LOU meets your approval, please sign, date and return a copy to my attention.

Very truly yours,

KLEINFELDER NORTHEAST, INC.

By:   
\_\_\_\_\_  
Michael R. Cunningham, PE, Project Manager

\_\_\_\_\_  
March 21, 2016  
Date

CITY OF SOMERVILLE

By: \_\_\_\_\_

\_\_\_\_\_  
Date

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