

**On-Call AGREEMENT
Between BETA Group and
Taunton, Massachusetts**

AUTHORIZATION FORM

WWTF SOLIDS HANDLING IMPROVEMENTS CONTRACT

PROFESSIONAL SERVICES

For

WWTF Phase 1 Improvements

Construction Administration

This work shall be performed under the AGREEMENT made by and between the City of Taunton, Massachusetts (CLIENT) and BETA Group, Inc., (ENGINEER) for **On-Call Public Works Engineering Services**. This ASSIGNMENT AUTHORIZATION made this 13th day of October, 2020.

WHEREAS, CLIENT and ENGINEER have mutually agreed to proceed with the services of this ASSIGNMENT in accordance with ARTICLES 2 and 4 of the AGREEMENT;

NOW THEREFORE, ENGINEER is authorized to commence with the services of this Assignment.

PROJECT DESCRIPTION -

Project scope is to provide Construction Administration for construction of Phase 1 upgrades to the City's Wastewater Treatment Facility (WWTF). Project includes replacement of the WWTF headworks, construction of a new primary clarifier, upgrades and expansion of the chemical feed systems, architectural improvements to the Admin/Ops building, replacement of the main electrical feed for the WWTF, construction of a new building to house blowers and electrical equipment, and installation of a new SCADA system and associated instrumentation.

ARTICLE 2 - SERVICES OF ENGINEER

SCOPE OF SERVICES:

Professional services for Construction Administration are outlined in Attachment A and are summarized as follows:

- Task 1 – Preconstruction Services
- Task 2 – Shop Drawing and RFI Review
- Task 3 – Project Meetings
- Task 4 – Site Visits and Inspections
- Task 5 – Equipment Startup Services
- Task 6 – Record Drawings
- Task 7 – Operations and Maintenance Manual
- Task 8 – Resident Inspection Services

SCHEDULE

The schedule for services will be consistent with Construction progress and construction is estimated to require 14 months.

ARTICLE 4 – COMPENSATION & PAYMENT

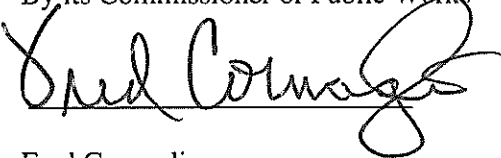
Compensation to the ENGINEER will be made based upon time and expenses incurred. Labor shall be charged using hourly rates for various personnel classifications involved. The budget for this ASSIGNMENT is One Million Four Hundred Forty Thousand dollars (\$1,440,000).

All terms and conditions of the AGREEMENT remain in full force except as specifically modified by this ASSIGNMENT AUTHORIZATION.

IN WITNESS WHEREOF, the parties hereto have made and executed this AUTHORIZATION, the day and year first written above.

APPROVED BY
CLIENT:

CITY OF TAUNTON, MA
By its Commissioner of Public Works

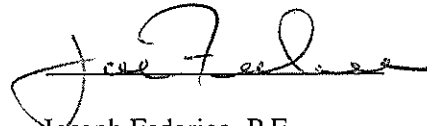


Fred Cornaglia

Date: 10/13/2020

APPROVED BY
ENGINEER:

BETA GROUP, INC.
By its Senior Vice President



Joseph Federico, P.E.

Date: 10/13/2020

Attachment A
Scope of Work

The Scope of Work involves providing certain engineering services in connection with the construction of Contract S-2020-3 the WWTF Solids Handling Improvements contract, herein after called the PROJECT. The engineering services shall include:

- Task 1 – Preconstruction Services
- Task 2 – Shop Drawing and RFI Review
- Task 3 – Project Meetings
- Task 4 – Site Visits and Inspections
- Task 5 – Equipment Startup Services
- Task 6 – Record Drawings
- Task 7 – Operations and Maintenance Manual
- Task 8 – Resident Engineering Services

SERVICES OF THE ENGINEER

The ENGINEER shall perform professional services in connection with the PROJECT as hereinafter stated:

Task 1 Preconstruction Services

The ENGINEER shall:

1. Consult and advise the CITY during the bidding period.
2. Assist with evaluation of bids
3. Receive written requests for interpretation, clarification or exceptions from prospective bidders and issue addenda as required.
4. Evaluate the apparent low bidder and prepare the recommendation for award.
5. Prepare formal contract documents for the award of construction contract.

Task 2 Shop Drawing and RFI Review

Engineer shall receive shop drawings from CONSTRUCTION MANAGER in electronic format, maintain a shop drawing log and shall:

1. Review and approve or reject shop drawings, diagrams, illustrations, samples and schedules, the results of tests and inspections and other data which the contractor is required to submit to demonstrate conformance with the design concept of the PROJECT.
2. Review and approve or reject laboratory, shop and mill test reports of materials and equipment including all items under miscellaneous testing services cited in the contract documents under GENERAL SPECIFICATIONS.
3. Resolve discrepancies and/or disagreements between CONTRACTOR and the ENGINEER review comments.

4. Return reviewed shop drawing to the CONSTRUCTION MANAGER

Task 3 – Project Meetings

BETA will attend and participate in biweekly project meetings. The purpose of the meetings will be to plan for upcoming construction activities, discuss issues that arise during construction and identify responsible parties and action items.

Task 4 – Site Visits and Inspections

The ENGINEER shall:

1. Make weekly visits to the site by the ENGINEER's project manager and/or project engineer. The ENGINEER shall accompany their SUBCONSULTANT's technical staff of specialists such as architects, engineers in soils, structures, mechanical, electrical, sanitary, instrumentation and similar fields of the PROJECT as required and as requested by the CITY. The purpose of these site visits shall be to attend meetings, observe the progress and quality of the executed work, respond to questions from the CITY and to determine if the work is proceeding in general accordance with the contract documents.
2. The ENGINEER shall not be responsible for and shall not have control or charge of the construction methods or procedures, or the safety precautions and programs incident thereto.
3. Provide general consultation and advice on construction matters to the CITY.
4. Serve as the CITY's liaison with the CONSTRUCTION MANAGER, working principally through designated on-site representatives and assist him in understanding the intent of the Contract Documents.
5. Monitor CONTRACTOR's compliance with the Contract documents and their requirements.
6. Evaluate and report on final construction conditions and leakage tests on pipes and structures as required by the specifications.
7. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project and record the outcome of these inspections.
8. Provide support for design discrepancies that are identified. Propose alternative solutions to resolve discrepancies including the preparation of supplementary specifications and sketches when required.

Task 5 – Equipment Startup Services

The ENGINEER shall:

1. Witness factory tests of process equipment as specified.
2. Provide startup services associated with the PROJECT to include coordination with CONSTRUCTION MANAGER on final field checkout and acceptance testing of equipment, and coordination with manufacturer's representatives in startup procedures.
3. Attend and monitor operator training sessions by equipment manufacturers.

Task 6 - Record Drawings

The ENGINEER shall:

1. Develop a set of Record Drawings based on red line (as-built) drawings maintained by the CONSTRUCTION MANAGER.

Task 7 – Operation and Maintenance Manual

The ENGINEER shall:

1. Compile and review equipment manufacturers' specific Operation and Maintenance Manuals.
2. Amend the WWTF's existing Operation and Maintenance Manual to incorporate the work included in this contract

Task 8 – Resident Inspection Services

The ENGINEER shall:

1. Serve as the liaison with the construction contractor, working principally through the CONSTRUCTION MANAGER and assist in understanding the intent of the Contract Documents
2. Assist in obtaining from the CITY additional details or information when required at the job site for proper execution of the work.
3. Check the accuracy of the elevation at which construction will commence which is established by the ENGINEER (starting elevation).
4. Investigate and check, as the work progresses, the accuracy of lines and grades established by the ENGINEER.
5. Monitor contractor's daily compliance with the Contract documents and their requirements.
6. Prepare written daily reports documenting activity on the site.
7. Obtain field measurements to document materials installed and confirm contractors records for payment.
8. Arrange for or conduct, evaluate and report on final construction conditions and leakage tests on pipes and structures as required by the specifications.
9. Prepare and maintain a construction "punch list" of items to be corrected by the Contractor.
10. Retain concrete and soils testing laboratories to provide sampling and testing services as required.
11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project and record the outcome of these inspections.

Additional Optional Services

1. In addition to the above, the following services can be provided by the ENGINEER at the request of CITY:
 - a. Assist the CITY in the matter of formal protests issued by any contractor.
 - b. Provide additional trips to the construction site beyond the number specified in 3 above.
 - c. Provide design support, supplemental design drawings and specifications for any additional work required by the CITY or MassDEP for the PROJECT.
 - d. Provide additional or extended services when necessary by: work damaged by fire or other cause during construction; prolongation of the construction contract time by more than sixty (60) days (provided the ENGINEER is not responsible for the delay); defective work of the construction contractor; default under the construction contract; the construction contractor's claims after the completion of the PROJECT.
 - e. Provide any additional services desired by the CITY and agreed to by the ENGINEER that are not included in this Scope of Work.

BETA will utilize subconsultants to provide professional services for assistance with shop drawing reviews, preparation of responses to contractor questions and construction inspection. BETA will manage and oversee the work completed by each subconsultant.