

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2581.18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AND AUTHORIZING WORK BY CRAIG A. SMITH & ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATING TO STORMWATER IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, as part of a comprehensive Town-wide stormwater improvement plan, the Town wishes to construct a new pump station for Center Island; and

**WHEREAS**, the Town of Golden Beach (the "Town") is commencing a process of designing and constructing a new stormwater pump station facility for Center Island; and

**WHEREAS**, as part of the process, the Town wishes to direct the Town Engineer Craig A. Smith & Associates, Inc. to design and engineer the proposed pump station; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Approval of Agreement.** The Town Council hereby authorizes the work within the October 12, 2018 Scope of Services and Fee Proposal by Craig Smith & Associates, Inc. in substantially the form attached hereto as Exhibit "A" (the "Proposal).

**Section 3. Implementation.** The Town Manager is hereby authorized to issue a directive to the Town Engineer for the work contained in the Proposal and to take all steps reasonably necessary to implement the work and this Resolution.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by Councilmember Luskin, seconded by Vice Mayor Mendal, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Absent</u>
Councilmember Amy Isackson-Rojas	<u>Absent</u>
Councilmember Judy Luskin	<u>Aye</u>

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida this 20<sup>th</sup> day of November, 2018.



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MAYOR GLENN SINGER

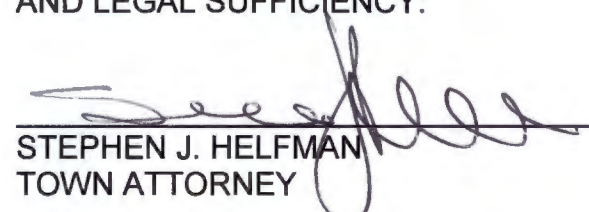
ATTEST:



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LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:



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STEPHEN J. HELFMAN  
TOWN ATTORNEY

**EXHIBIT "A"**

*(Attach Agreement between the Town and Craig A. Smith & Associates, Inc.)*

# **TOWN OF GOLDEN BEACH**

**PROPOSED SCOPE OF SERVICES AND PROPOSED FEE**

**FOR**

**PROFESSIONAL ENGINEERING SERVICES**

**FOR**

**CENTER ISLAND PUMP STATION**

**DATED: October 12, 2018**

**CRAIG A. SMITH & ASSOCIATES**  
Consulting Engineers • Planners • Surveyors  
7777 Glades Road, Suite 410  
Boca Raton, FL33434  
(O) 561.314.4445  
(F) 561.314.4457



**GENERAL**

Craig A. Smith & Associates (CAS) proposes to accomplish the services as follows:

**ITEM****NO.****E86 SPECIFIC PURPOSE SURVEY/SUBSURFACE UTILITY MAP**

CAS Surveying will recover horizontal and vertical control relative to project datum as previously established. Surveying will then gather topographic information within the right of way of the Strand beginning approximately 50 feet west of Center Island Drive and running west to the end. One cross section will be taken on each side of the existing dock running west of the bulkhead out to the angle of repose. Utilities as surface marked by others will be located and shown on the Survey. A Map of Specific Purpose Survey will be prepared for the project adhering to Florida Statutes Chapter 472.027, Florida Administrative Code 5J-17 (Minimum Technical Standards for Surveying in the State of Florida)

**\$5,360.00****E74 &****E75 ONE CALL COORDINATION & EM / GPR LOCATING**

Coordinate with SSOCOF to ascertain approximate facility locations prior to vacuum excavation in accordance with FS 556. Perform project "White Lining" in accordance with FS 556. Maintain database of SSOCOF Tickets and responses. Perform EM / GPR locating to confirm information derived from review of as-builts and coordination with member operators, identify buried power, telecom, CATV, water, sewer and drainage facilities, identify potentially unknown/unclaimed facilities and supplement surface markings for collection by CAS Survey. Prepare sketch of identified facilities.

**Total for E74 & E75: \$1,550.00****E78 VACUUM EXCAVATION ("SOFT DIGS")**

Perform up to three (3) "soft digs" to identify the type, size, and material as well as depth to the top of potentially conflicting and / or newly identified or previously unknown facilities. Prepare Vacuum Excavation reports including location sketch with facility type, size, depth and composition. (Survey not included, see survey proposal for soft dig survey price). Additional soft digs above this amount will be charged at the rate of \$325.00 each, exclusive of survey. Provide coordination with CAS Survey and Engineering Departments to review subsurface utility information and review survey maps to ensure accurate depiction of located facilities.

**\$975.00**

**E57 CONSTRUCTION OBSERVATION SERVICES**

CAS will to continue act as the Owner's representative monitoring construction on a full time basis to ensure the project is being constructed substantially in accordance to the plans. As the Owner's representative, CAS will oversee required testing, review test results, provide weekly construction reports, and coordinate between engineers and contractor to resolve construction issues. The fee for these services will be on a monthly basis billed at \$ 19,420.00 per month and is based on 30 hours/week for an estimated construction period of three (3) months.

**\$43,680.00****E11 OPERATIONAL PHASE SERVICES**

During this task, CAS will attend and oversee the pump station start up, assist the OWNER in the closing of financial matters, review and submit a set of record prints showing as-built information (furnished to us by the Contractor) and provide certification to appropriate governmental agencies. CAS will visit the site with the OWNER and assist in resolving with the Contractor apparent defects or deficiencies.

**\$2,240.00****SUB1 GEOTECHNICAL ENGINEERING DESIGN AND CONSTRUCTION SERVICES**

Geotechnical engineering services in support of the pump station design will be provided by Terracon as a subconsultant to CAS. Terracon's proposal is attached.

**Geotechnical engineering : \$6,900.00****Post design services: \$1,200.00****Total Geotechnical Engineering Services: \$8,100.00****SUB2 ELECTRICAL ENGINEERING DESIGN AND CONSTRUCTION SERVICES**

Electrical engineering services in support of the pump station design will be provided by Bailey Engineering Consultants, Inc (BEC). as a subconsultant to CAS. BEC's proposal is attached.

**Electrical Engineering : \$12,000.00****Electrical Engineering Construction services: \$7,800.00****Total Electrical Engineering Services: \$19,800.00**

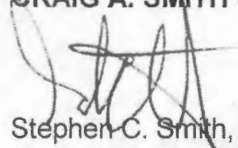
**Additional Services**

Any service not specifically included in the final Agreement will be considered as an Additional Service. CAS will accomplish Additional Services upon proper written authorization of the CLIENT. The fees for Additional Services are at the attached hourly rates or at a mutually agreed upon Lump Sum Fee.

If this proposal is acceptable to you, please execute as indicated and return one executed copy to our office for our files.

Yours Sincerely,

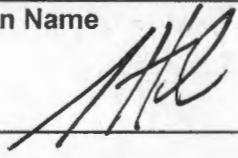
**CRAIG A. SMITH & ASSOCIATES**



Stephen C. Smith, P.E.  
Senior Vice-President / COO

**ACCEPTED BY:**

**TOWN OF GOLDEN BEACH**  
Corporation Name

  
Signature

**Glenn H. Singer**  
Name of Authorized Representative

**1/14/19**  
Date

**Mayor**  
Title of Authorized Representative



## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Craig A. Smith & Associates ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Town of Golden Beach Center Island Pump Station project ("Project"), as described in Consultant's Proposal dated 10/12/2018 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)



## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Craig A. Smith and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

### Site Location and Anticipated Conditions

Item	Description
<b>Parcel Information</b>	The project is located at West of Center Island Drive and The Strand in Golden Beach, Florida. (See Exhibit D)
<b>Existing Improvements</b>	Paved Roadway
<b>Current Ground Cover</b>	Asphalt paved roadway
<b>Existing Topography</b> (from images from Google Earth)	The site seems to be fairly level
<b>Site Access</b>	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment. We will setup MOT equipment while working in the street. However, any lane closure permits from the City will be provided by the Client.
<b>Expected Subsurface Conditions</b>	Our experience near the vicinity of the proposed development, specifically a 2004 study for a nearby, companion project, indicates subsurface conditions consist of surficial fill over 8 to 10 feet of soft, organic soil (peat) underlain by a limestone formation.

### Planned Construction

Item	Description
<b>Information Provided</b>	The information for the project was provided via email dated October 5, 2018 from Craig A. Smith
<b>Project Description</b>	The project consists of adding a new pump station to the existing drainage system to allow for positive discharge for the existing outfalls.
<b>Proposed Structure</b>	The pump station will be a below-ground, cast in place structure. The bottom depth of the structure is not known at this time but is expected to be approximately 10 feet below existing grade.
<b>Building Construction</b>	Below-grade, cast in place structure with storm pipe connections

## Proposal for Geotechnical Engineering Services

Town of Golden Beach Center Island Pump Station ■ Golden Beach, Florida

October 12, 2018 ■ Terracon Proposal No. PH8185073

# Terracon

### Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Sunshine One Call. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are presented in the additional services section of the project. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

### Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Organic Content
- Wash -#200

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Boring log rock classification is determined using the Description of Rock Properties.



## **Proposal for Geotechnical Engineering Services**

Town of Golden Beach Center Island Pump Station ■ Golden Beach, Florida

October 12, 2018 ■ Terracon Proposal No. PH8185073



### **Post Design Services**

In addition, Terracon will provide post design services during construction. These services will entail

1. **Review of Plans and Specifications** - Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations
2. **Respond to RFIs** related to geotechnical work

### **Additional Services**

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

**Perform Environmental Assessments:** Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.



**Proposal for Geotechnical Engineering Services**

Town of Golden Beach Center Island Pump Station ■ Golden Beach, Florida

October 12, 2018 ■ Terracon Proposal No. PH8185073



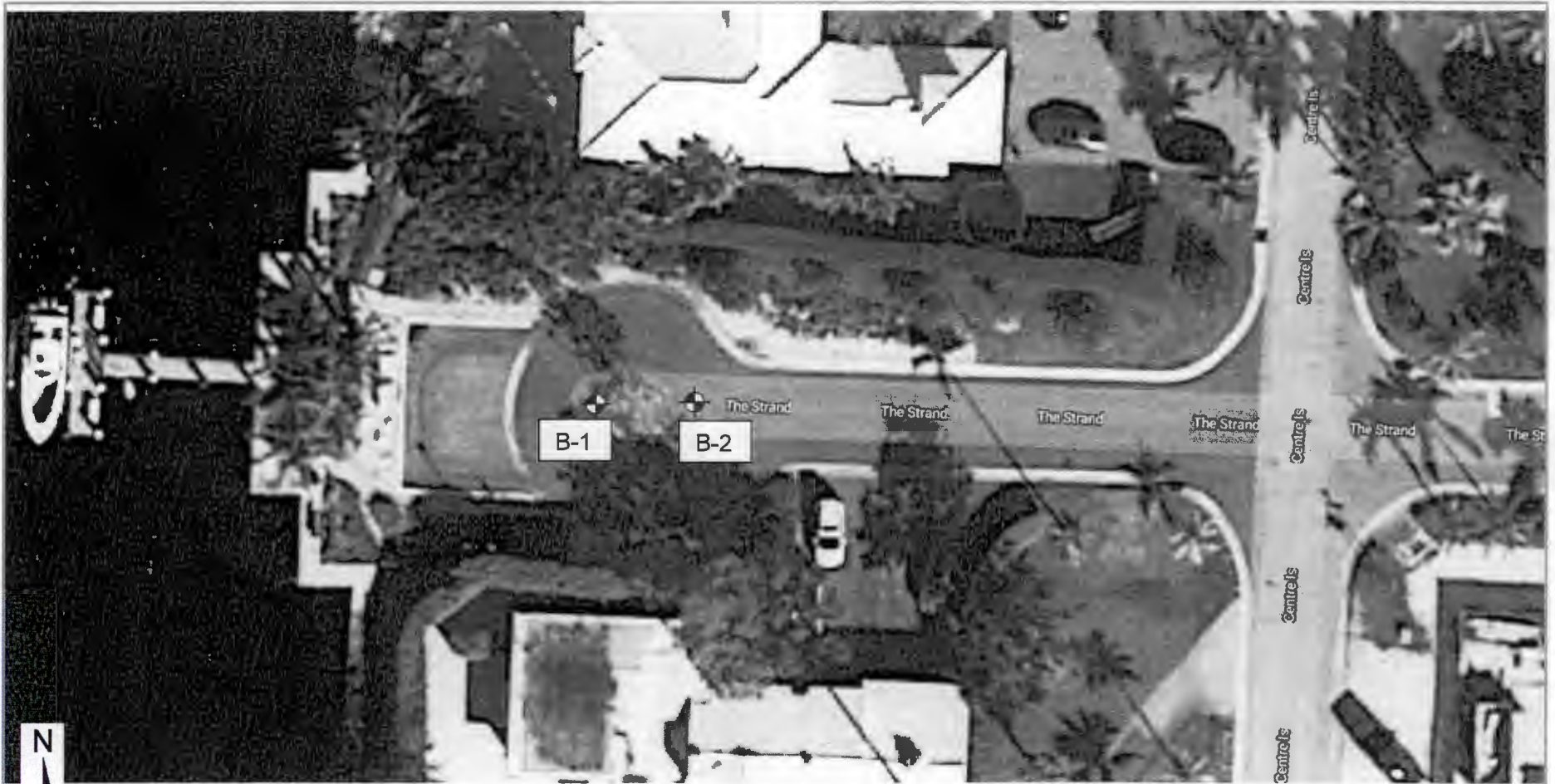
<b>GeoReport® Delivery</b>	<b>Posting Date from Notice to Proceed <sup>1, 2</sup></b>
Project Planning	3-4 days
Site Characterization	8-9 days
Geotechnical Engineering	25 days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT E – ANTICIPATED EXPLORATION PLAN

Town of Golden Beach Center Island Pump Station ■ Golden Beach, Florida

October 12, 2018 ■ Terracon Proposal No. PH8185073



**LEGEND**  
⊕ Approximate SPT Boring Test Locations

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

7. BEC shall provide assistance during the bidding process, including but not limited to answering bidders questions, providing addendums and issuing conformed documents.

## **Task 2 – General Services during Construction**

1. Shop Drawing Review - Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each 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 and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) is in accordance with the Contract Documents.
2. Issue Clarifications - Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative 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 OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.
3. Site Visits - Make visits to the site at periods appropriate to the various stages of construction to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.