

SUPPLEMENTAL AGREEMENT

ON-CALL CONTRACT

CITY OF GREENSBORO
GUILFORD COUNTY
NORTH CAROLINA

THIS SUPPLEMENTAL AGREEMENT to an On-Call Professional Services Agreement, made _____, by and between the CITY OF GREENSBORO, a municipal corporation in Guilford County, North Carolina, hereinafter called the "CITY" and of CDM SMITH, INC , hereinafter called the "CONSULTANT,"

WITNESSETH:

WHEREAS, the City has entered into an On-Call Professional Services Agreement dated January 29, 2014 for a duration of three years with the Consultant and allows for two (2) extensions of one year each; and

WHEREAS, pursuant to said Agreement the Consultant has contracted to perform various professional services described therein as requested by the City for various public works projects; and

WHEREAS, the City desires the Consultant to perform the said construction administration and inspection services for the T. Z. Osborne WRF 56 MGD Upgrade according to the terms of the Agreement and the letter attached hereto;

NOW, THEREFORE, it is hereby agreed that the Consultant will perform the professional services described in the attached letter dated February 28, 2014, the letter being incorporated herein by reference. It is further agreed that the charges and fees for the described services shall not exceed the total sum of \$4,989,850. The Consultant will be paid as detailed in Attachment A, attached hereto and made a part hereof. Compensation shall not exceed \$279,850 in FY 2014, \$1,647,000 in FY 2015, \$2,073,000 in FY 2016 and \$990,000 in FY 2017. Payments on this contract are contingent upon sufficient appropriations being approved by City Council in succeeding fiscal years. The services shall be performed according to the terms and conditions as described in the basic Professional Services Agreement dated January 29, 2014 to which this Agreement is supplemental.

The Consultant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes at all times during the term of this contract. The Consultant shall also require that all of its sub consultants that perform any work pursuant to this contract comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms "Consultant", "Sub Consultant" and "comply" shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statutes. Violation of this E-VERIFY section shall be deemed a material breach of this Agreement and can result in stoppage of the work by the Owner.



301 S. McDowell Street, Suite 512
Charlotte, North Carolina 28204
tel: 704-342-4546
fax: 704-342-2296

February 28, 2014

Mr. Kenney McDowell, PE
Deputy Director, Department of Water Resources
2602 S. Elm-Eugene Street
Greensboro, NC 27406

Subject: WRF 56MGD Upgrade Project

Dear Mr. McDowell:

CDM Smith is pleased to submit to the City of Greensboro (City) the enclosed engineering scope of services, project schedule, and method of payment for the Water Reclamation Facilities 56 MGD Upgrade Project. As discussed in recent meetings, the attached document includes engineering services during construction and design rework. The design rework is primarily attributable to changes adopted by the North Carolina General Assembly in 2013, which provides the City additional time to fully comply with the nitrogen removal requirements at the wastewater treatment plants.

Please let us know if you have any questions. The CDM Smith/H&S team looks forward to continuing to work with the City on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey F. Payne".

Jeffrey F. Payne, PE
Vice President
CDM Smith Inc.

Attachments:

- Exhibit A - Description of Engineering Services
- Exhibit B - RPR Duties, Responsibilities, and Limitations of Authority



**EXHIBIT A TO THE AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL DESIGN, BIDDING AND CONSTRUCTION SERVICES
WATER RECLAMATION FACILITIES 56MGD UPGRADE PROJECT**

FURTHER DESCRIPTION OF ENGINEERING SERVICES AND RELATED MATTERS

This is an exhibit attached to and made part of the supplemental agreement to On-Call Professional Services Agreement dated January 29, 2014 between the City of Greensboro (OWNER) and CDM Smith Inc. (ENGINEER) for professional design, bidding and construction services.

1. The Basic Services of the ENGINEER as described in the Agreement are amended and supplemented as follows:

The ENGINEER's team will include CDM Smith Inc. (prime engineering consultant) and Hazen & Sawyer and John Davenport Engineers (subconsultants to CDM Smith Inc.). The ENGINEER will provide the Basic Services defined herein for the PROJECT. The initial Agreement authorized the ENGINEER to perform Tasks 100, 200, 300, and 400 of the PROJECT. This Agreement authorizes the ENGINEER to perform Tasks 500, 600, and 700. The detailed scope of services for Tasks 500, 600, and 700 follows.

This Agreement also includes compensation for additional design services (initial tasks 100-400) for design rework required due to changes in the Jordan Rules passed by the State legislature in 2013 and for revisions to the scum handling system and chlorine contact tanks required during design.

PROJECT OBJECTIVES AND DESCRIPTION

For this project, the City plans to upgrade and expand the T. Z. Osborne Water Reclamation Facility (TZO) to 56 mgd to provide additional treatment capacity. The City also plans to decommission the North Buffalo Creek Water Reclamation Facility (NBC), while making necessary upgrades to equalize and pump influent flow from both facilities.

This scope of services assumes that the infrastructure improvements will be bid and constructed as three separate construction contracts with approximately 3 months between the Notice to Proceed for each contract for a total construction duration of 31 months to complete all 3 contracts [Package 1 (18 months), Package 2 (28 months), and Package 3 (24 months)]. ENGINEER shall receive additional compensation for any additional construction phase services required due to an increase in the construction durations or number of contracts. Additional services may be provided by the ENGINEER upon separate written authorization from the OWNER for a mutually agreed upon scope and budget.

The scope of work shall be limited to the following:

(TASK 100-400) JORDAN RULES AND SCUM HANDLING DESIGN REWORK

Earlier this year, the North Carolina General Assembly adopted changes to the Jordan Lake Nutrient Management Strategy. With these changes, the City has received additional time to fully comply with the nitrogen removal requirements at the wastewater treatment plants. The City has decided to postpone a portion of the project to defer those capital costs to the future. The Engineer will incur additional work due to these circumstances, including but not limited to revisions to the plans and specifications. In addition, design rework to the scum handling system and chlorine contact tanks was requested by the City requiring additional geotechnical investigation and design modifications.

TASK 500 CONSTRUCTION CONTRACT ADMINISTRATION

The ENGINEER will provide construction contract administration for three construction contracts. This scope of services assumes that construction contract administration services will be provided over a total duration of 31 months. During this total period, services will be provided for 18 months during construction of the North Buffalo Creek decommissioning contract, for 28 months during construction of the first TZO contract, and for 24 months during construction of the second TZO contract.

501 General Administration of Construction Contract.

ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided herein. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in this Agreement shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor(s) to the extent provided in this Agreement except as otherwise provided in writing.

502 Visits to Site and Observation of Construction.

In connection with observations of the work of Contractor while in progress:

ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. The ENGINEER'S Design Manager will attend monthly Project Construction Meetings. The ENGINEER'S lead Design Engineers will make site visits to observe the work and assist with field issues and attend site construction meetings as needed. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this task. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work

beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in this task and other express or general limitations in this Agreement and elsewhere.

The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and persevered by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

503 Defective Work

During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents.

504 Clarifications and Interpretations; Field Orders

ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

505 Change Orders and Work Change Directives

ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.

506 Submittals

ENGINEER shall review and approve (or take other appropriate action in respect of) submittals, samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents. Submittals may include shop drawings, samples, test results, operation and maintenance manuals for equipment, construction schedule updates, and other data submitted for review. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

507 Substitutes

ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

508 Inspections and Tests

ENGINEER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

509 Disagreements between OWNER and Contractor

ENGINEER shall render the initial decisions on all claims of OWNER and Contractor 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. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

510 Applications for Payment

Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data, and schedules:

ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractors being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in this task are expressly subject to the limitations set forth herein and other express or general limitations in this Agreement and elsewhere.

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

511 Contractor's Completion Documents.

ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under Task 506 and marked-

up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

512 Substantial Completion

Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

513 Final Notice of Acceptability of the Work

ENGINEER shall conduct a final inspection to determine if the completed work of Contractor(s) is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s). Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of Task 510 to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.)

514 Limitation of Responsibilities.

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

TASK 600 RESIDENT PROJECT REPRESENTATIVE AND INSPECTION SERVICES

The ENGINEER shall provide full-time Resident Project Representative (RPR) services for up to 28 months budgeted at 40 hours per week. The ENGINEER shall also provide two full-time inspectors (one Senior Inspector for up to 25 months budgeted at an average of 40 hours per week, and another Inspector for up to 18 months budgeted at an average of 40 hours per week), and one full-time construction secretary budgeted at 40 hours per week for 24 months. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative. These limitations of authority shall also apply to the ENGINEER's construction inspectors. The ENGINEER will receive additional compensation for any additional or extended RPR or inspection services required via further amendment of this Agreement.

TASK 700 START-UP, TESTING, RECORD DRAWINGS AND CLOSE-OUT

- 701** ENGINEER shall provide assistance in connection with the refining and adjusting of any equipment or system.
- 702** ENGINEER shall assist OWNER in training OWNER's staff to operate and maintain the PROJECT.
- 703** ENGINEER shall prepare a written Operation and Maintenance manual for the constructed facilities. Four hard copies and one electronic version of the final O&M manual will be provided to the OWNER.
- 704** ENGINEER shall prepare a set of reproducible record prints of Record Drawings showing those changes made during the construction process based on the marked-up prints, shop drawings, drawings, and other data furnished by the Contractor to ENGINEER. The record prints shall also incorporate the Project Representative's observation of changes made during construction. These record drawings shall be prepared on reproducible mylar drawings and on disk (in the latest version of AutoCAD or such version as the parties agree) for delivery to the OWNER.

1. ADDITIONAL SERVICES

The OWNER reserves the right to amend this Agreement so that the ENGINEER may furnish services related to the project that are not currently part of the Basic Services. These additional services will be paid for by the OWNER in an amount and by a method to be determined at the time the services are requested.

2. OWNER'S RESPONSIBILITIES

The OWNER will contract directly with a third party materials testing and special inspection services provider, outside of this scope of work.

3. TIME PERIOD FOR PERFORMANCE

The time periods for the performance of ENGINEER as set forth in this Agreement are amended and supplemented as shown in the construction periods on the following schedule:

	2014	2015	2016	2017
	JFMAMJJASOND	JFMAMJJASOND	JFMAMJJASOND	JFM
PACKAGE 1				
PACKAGE 2				
PACKAGE 3				

4. METHOD OF PAYMENT

The method of payment for services rendered by the ENGINEER shall be as set forth below:

For the Basic Services performed under Section 1, the OWNER agrees to pay the ENGINEER the additional amounts listed in Table 4-1. The method of payment will be on a lump sum basis for all Tasks, with the exception of Task 600 that will be paid for on an hourly billing rate basis as described below. The OWNER may provide written notice to the ENGINEER to suspend or terminate the obligation to provide further services under this Agreement. In the event of suspension or termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of suspension or termination.

Lump Sum Method of Payment

Partial payments shall be made by the OWNER on a monthly basis in proportion to the percentage of work completed and the balance of payment made when Basic Services are completed.

Hourly Billing Rate Method of Payment

Compensation for services provided will be at the hourly billing rate for the category of the individual performing the work for all time directly chargeable to the PROJECT, plus actual out-of-pocket expense cost. The schedule of Hourly Billing Rates is attached hereto as Attachment A. Hourly rates and labor categories shall be reviewed in December of each year by the ENGINEER and adjusted to reflect the appropriate rates and charges for the next year beginning in January.

Actual out-of-pocket expense cost are all costs other than the ENGINEER's labor cost that are incurred during the progress of the work. The actual out-of-pocket expense costs include: air fare, automobile rental if required, mileage charges, parking, tolls, taxi, meals, lodging, telephone, printing and reproduction costs, and other miscellaneous costs incurred specifically for this PROJECT. The charges for rental of field equipment will be at the ENGINEER's regular rates.

Table 4-1: Payment Amounts by Task

Task	Payment Amount
Design Rework (addition to initial Tasks 100-400)	\$279,850
500 Construction Contract Administration	\$2,419,000
600 RPR and Inspection Services	\$1,996,000
700 Start-up, Testing, Record Drawings, and Close-Out	\$295,000

5. SPECIAL PROVISIONS

OWNER has established the following special provisions and/or other considerations or requirements in respect to the Assignment: None.

Attachment A
Hourly Billing Rates
(January 1, 2014 to December 31, 2014)
Water Reclamation Facilities Nutrient Removal Upgrades and Expansion

<u>Classification</u>	<u>Hourly Billing Rates</u>
Resident Project Representative	\$155
Sr. Construction Inspector	\$155
Construction Inspector	\$90
Construction Secretary (1)	\$60

(1) These labor classifications are paid one and one-half hourly rate shown for overtime.

(2) The above rates include salary rates, fringe benefits, overhead and profit.

(3) Hourly rates shall be revised annually in January to reflect the appropriate rates and charges for the next year.

EXHIBIT B
TO AGREEMENT FOR CONSTRUCTION PHASE SERVICES

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. *Liaison:*

- a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. *Shop Drawings and Samples:*

- a. Record date of receipt of Shop Drawings and Samples.
- b. Receive Samples which are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

7. *Modifications:* Consider and evaluate Contractors suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
8. *Records:*
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
9. *Reports:*
 - a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER the occurrence of any accident.
10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for theft submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested 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 Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and

in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required bylaws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.