



Whitestown Utility Main Street Lift Station Contract

The Main Street Lift Station design contract with MS Consultations is for the design of the Main Street Lift Station as proposed by our Sanitary Sewer Master Plan. This lift station is required to ensure adequate sanitary sewer capacity for the continued growth Whitestown is experiencing.

The start of the design is important to place the Utility in the best spot possible to support continued growth. Having a designed lift station will also allow the Wastewater Utility to have a “shovel ready” project in the event any stimulus infrastructure funding were to become available.

ATTACHMENT L – STATEMENT OF WORK

MAIN STREET LIFT STATION

TOWN OF WHITESTOWN, INDIANA

This Statement of Work is executed as of the _____ day of _____ 2020 by and between the Town of Whitestown ("Whitestown") and ms consultants, inc. ("Engineer"). Whitestown and Engineer agree that all of the Services authorized by this Statement of Work shall be subject to the terms and conditions set forth within the Uniform Contract for Services for General Engineering Services between Whitestown and Engineer dated September 14, 2016 (the "Master Agreement"). Upon execution of this Statement of Work, the Master Agreement shall be incorporated into and be considered a part of this Statement of Work as if set forth herein in its entirety. Any capitalized terms which are not defined herein shall have the meanings defined in the Master Agreement.

SCOPE OF WORK MAIN STREET LIFT STATION

The following is the proposed Scope of Work to develop a design for the Main Street Lift Station and Trunk Line Extension for the Town of Whitestown, Indiana. This design will design a new regional lift station along Main Street with an average capacity of 3.00 MGD that will eliminate the Harvest Park LS, Clark Meadows LS and the future MSI LS. In addition, the Stonegate Forcemain relocation along Whitestown Parkway will be designed. This option was recommended as Project No. 3 in paragraph 6.4.3 in the Whitestown Sanitary Sewer Master Plan dated May 2018. The following are the work items associated with the project:

1. Preliminary Engineering Report:
 - a. Consult with Owner to define and clarify the Owner's objectives including design objectives, constraints, space, capacity and performance requirements. This also includes budgetary limitations.
 - b. Identify, consult with and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer.
 - c. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).
 - d. The Report will be structured to the acceptable Indiana Finance Authority – State Revolving Fund Preliminary Engineering Report for wastewater projects.
 - e. If requested to do so by Owner, assist Owner in identifying opportunities for

enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

- f. Furnish three (3) review copies of the Report and any other Study and Report Phase deliverables to Owner.
- g. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [3] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [14] days of receipt of Owner's comments.
- h. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish three (3) copies of the revised Report and any other Study and Report Phase deliverables to the Owner.

2. Easement Acquisition Phase:

- a. Compile and review existing easements, right-of-ways, alley ways, legal drains, etc. on properties effected by the Project.
- b. Develop and draft easement exhibits and easement descriptions for easement acquisition/negotiations, to be conducted by others.

3. Design Phase:

- a. Obtain information on the existing lift station and adjacent collection system including:
 - i. Available record drawings, operations & maintenance manuals, etc.
 - ii. Engineer, along with the Town, will identify, collect, review, and assess all available engineering reports other available reporting. This data will be used to expand upon the existing facilities.
 - iii. Conduct a field survey of the existing lift station site and proposed gravity trunk line routing.
 - iii. Owner to provide and pay for a Subsurface Geotechnical Investigation by a licensed professional engineer in the State of Indiana.
- b. Prepare construction drawings and specifications indicating the scope, extent and character of the work to be performed and furnished by the Contractor.
- c. Visit the Site as needed to assist in preparing the final drawings and specifications.
- d. Provide technical criteria, written descriptions and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the design; assist Owner in consultations

with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate. Owner is to pay for all permit fees.

- e. Advise the Owner of any recommended adjustments to the Opinion of Probable Construction Cost
- f. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
- g. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
- h. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
- i. Furnish for review and comment by Owner, its legal counsel, and other advisors, three (3) copies of the 90% design drawings and specifications. Additionally, submit 90% plans and specifications for regulatory review and permitting. Permitting fees shall be a reimbursable expense to Engineer.
- j. Furnish for review by Owner, its legal counsel, and other advisors, three (3) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Design Phase deliverables, and review them with Owner. Within seven (7) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
- k. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit three (3) final copies of such documents to Owner within fourteen (14) days after receipt of Owner's comments and instructions.
- l. Engineer's services under the Design Phase will be considered complete on the

date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- m. The number of prime contracts for Work designed or specified by Engineer upon which the engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

4. Bidding or Negotiating Phase:

After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

- a. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
- d. Consult with Owner as to the qualifications of prospective contractors.
- e. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
- f. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.
- g. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

- h. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

5. Construction Phase:

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

- a. **General Administration of Construction Contract:**
Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned by the Owner. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
- b. **Selection of Independent Testing Laboratory:**
Assist Owner in the selection of an independent testing laboratory to perform the services identified in the Construction Contract.
- c. **Pre-Construction Conference:**
Participate in a pre-construction conference prior to commencement of Work at the Site.
- d. **Electronic Transmittal Protocols:**
If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
- e. **Original Documents:**
If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- f. **Schedules:**

Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

g. Baselines and Benchmarks:

As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

h. Visits to Site and Observation of Construction:

In connection with observations of Contractor's Work while it is in progress:

i. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction 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. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

ii. The purpose of Engineer's visits to 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 will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor

assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- i. Defective Work:
Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
- j. Compatibility with Design Concept:
If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
- k. Clarifications and Interpretations:
Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- l. Non-reviewable Matters:
If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- m. Field Orders:
Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
- n. Change Orders and Work Change Directives:
Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

- o. Differing Site Conditions:
Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

- p. Shop Drawings, Samples, and Other Submittals:
Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. 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. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

- q. Substitutes and "Or-equal":
Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

- r. Inspections and Tests:
 - i. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction 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 Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

 - ii. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

 - iii. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

 - iv. Field inspection services and personal shall be provided by Owner.

- s. Change Proposals and Claims:
 - i. Review and respond to Change Proposals. Review each duly submitted

Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

- ii. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

t. Applications for Payment:

Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- i. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. 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, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's 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 the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- ii. By recommending payment, Engineer shall not thereby be deemed to have represented that 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 Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. 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 the 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 and Regulations 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 money paid to Contractor by Owner; to determine that title to any portion of the Work, including 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.

u. Contractor's Completion Documents:

Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

v. Substantial Completion:

Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

w. Final Notice of Acceptability of the Work:

Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

x. Standards for Certain Construction-Phase Decisions:

Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such

decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

y. Duration of Construction Phase:

The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

z. Construction Observation:

Engineer shall provide full time construction observation services per the EJCDC construction bidding and contract documents for this Project. ENGINEER shall prepare and maintain at the job site orderly files of correspondence, meetings minutes, shop drawings, daily reports, Contract Documents including all addenda, change order and additional information pertinent to the project. Engineer shall keep a daily record of all construction activities and pay items that includes Contractor's personnel, equipment, hours worked, weather, visitors, decisions, general observations and test results. See Attachment A for the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative (RPR)

The Hourly fee including all per diems, mileage and expenses shall be \$100.00 per hour with a Not-to-Exceed Fee of \$187,200.

6. Post-Construction Phase:

Upon written authorization from the Owner during the Post-Construction Phase, the Engineer shall:

- a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
- b. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

- c. The Post-Construction Phase services may commence during the Construction Phase and, will terminate twelve months after the commencement of the Construction Contract's correction period.

Scheduling

Engineer will begin performing the services following execution of this Scope of Work. The projected project timeline is as follow:

Task	Start*	Finish*
Compile and Review Existing Data & Reports	September 2020	September 2020
SRF Preliminary Engineering Report	September 2020	October 2020
Easement Acquisition	September 2020	November 2020
Design	September 2020	March 2021
Bidding	April 2021	May 2021
Construction	July 2021	July 2022
Post-Construction	July 2022	July 2022

Total Lump Sum Fee for items listed above is as indicated below:

Task	Fee
Preliminary Engineering Report	\$40,000 Hourly
Easement Acquisition Phase	\$5,000 Hourly
Design Phase	\$425,000 LSum
Bidding Phase	\$15,000 LSum
Construction Administration Phase	\$130,000 LSum
Construction Observation Services	\$187,200 Hourly

Effective Date. The Effective Date for this Agreement shall be the date as stated at the top of Attachment L to the Uniform Contract for Services.

WHITESTOWN:

Town of Whitestown

By: _____

Name: Jason Lawson

Title: Town Manager

Date: _____

By: _____

Name: Danny Powers

Title: Public Works Director

Date: _____

ENGINEER:

ms consultants, inc.

By: _____

Name: Michael Kratofil, P.E.

Title: Chief Operating Officer

Date: _____

By: _____

Name: Daniel R. Cutshaw, P.E.

Title: Regional Director – Indiana

Date: _____

ATTACHMENT A

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

PROJECT REPRESENTATIVE

Engineer shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the Work of the 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; but, the furnishing of such services will not make Engineer responsible for or give Engineer control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to 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:

1.02 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.

1.03 DUTIES AND RESPONSIBILITIES OF RPR

- A. Conference 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.
- B. Liaison:
 - 1. Serve as Engineer's liaison with Contractor working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - 2. Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- C. Shop Drawings and Samples:

1. Maintain file of Shop Drawings.
 2. 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.
- D. Review of Work, Rejection of Defective Work, Inspections and Tests:
1. 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.
 2. Report to Engineer whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to 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.
 3. 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.
 4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- E. 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.
- F. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer.
- G. Records:
1. 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 Directive Changes, 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, and other Project related documents.
 2. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or change 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.

3. Record names, addresses and telephone numbers of all Contractor's, subcontractors and major suppliers of materials and equipment.
- H. Reports:
1. Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule.
 2. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
 3. Report immediately to Engineer and Owner upon the occurrence of any accident.
 4. Maintain file of Daily Reports of the job progress and conditions.
- I. Payment Request: Review applications for payment with Contractor for compliance with the established procedure for their 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.
- J. 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.
- K. Completion:
1. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 2. Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
 3. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

1.04 LIMITATIONS OF AUTHORITY

Resident Project Representative:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- B. Shall not exceed limitations of Engineer's authority as set forth in the Contract Documents.

- C. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
- D. 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.
- E. Shall not advise on, or issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
- F. Shall not authorize Owner to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.