

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND THE EVANGELICAL  
LUTHERAN GOOD SAMARITAN SOCIETY FOR OVERSIZE WATER  
TRANSMISSION MAIN AND CONSTRUCTION OBSERVATION FOR OVERSIZE  
PROJECT IMPROVEMENTS**

THIS AGREEMENT is made and entered into by and between the CITY OF RAPID CITY, a municipal corporation, hereinafter referred to as the "City," and The Evangelical Lutheran Good Samaritan Society, 4800 West 57<sup>th</sup> Street, Sioux Falls, South Dakota, 57117, hereinafter referred to as the "Developer."

WHEREAS, the Developer desires to construct water mains to provide water service and fire protection for the Developer's St. Martin's Village Project located on land formerly owned by the Benedictine Covenant of St. Martins which is generally located north of the terminus of City Springs Road, to the west of Sturgis Road and to the south and east of St. Martins Drive, Rapid City, South Dakota; and

WHEREAS, the Developer's property is located within the City of Rapid City; and

WHEREAS, the City has requested the Developer construct 12" and 16" water transmission mains rather than an 8" and 10" water mains, which is the minimum size required to meet the Developer's needs. The 12" and 16" water transmission mains will allow future water main extension to the north and east for future City service areas and also connects the City's North Pinedale Water Storage Reservoir, project No. W10-1890/CIP 50832, to the City's existing distribution system to the south; and

WHEREAS, it is in the City's interest to have the Developer construct the 12" and 16" water transmission mains; and

WHEREAS, the Developer has submitted cost estimates to oversize the requested water transmission mains and City staff has reviewed and concurs with these costs of \$116,049.00, which estimates are attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, additional engineering costs for construction observation for the 12" and 16" water transmission mains has been established on a time and materials basis with a maximum not to exceed \$56,000.00 and to be billed per Exhibit B; and

WHEREAS, the City has previously entered into an agreement with the Developer to oversize drainage facilities consisting of storm sewer and detention ponds; and

WHEREAS, the City has contracted with the Developer's engineer (hereinafter "FMG") to provide construction services for the North Pinedale Water Storage Reservoir, Project No. W10-1890/ CIP 50832, and the City through this Agreement is proposing to contract with the Developer to have FMG provide additional construction services in association with the water transmission mains; and

WHEREAS, the Developer is responsible for a certain amount of construction period services, and the City also has construction period responsibilities and is responsible for project inspection in accordance with Municipal Code 16.16.110 for the street improvements for St. Martins Village; and

WHEREAS, under these circumstances it would be reasonable and prudent to have the FMG provide construction inspection for the City; and

WHEREAS, additional engineering costs for construction observation for drainage facilities consisting of curb and gutter, street drainage, storm sewer, and detention ponds has been established on a time and materials basis with a maximum not to exceed \$32,000.00 and to be billed per Exhibit B.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, it is agreed by the parties as follows:

1. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.
2. The City shall reimburse the Developer \$116,049.00 for 12" and 16" water transmission main oversize. The City will reimburse \$75,000.00 of the \$116,049.00 within 75 calendar days of the Developer executing a contract with a contractor to construct the water mains. The balance of \$41,049.00 will be reimbursed to the Developer within 45 calendar days of the project being completed, tested, and accepted by the City. The water main oversize in the amount of \$116,049.00 will be funded from the Water Enterprise Fund (CIP 50295).
3. The Developer hereby agrees to contract with FMG, Inc., a professional engineering firm, to provide construction observation services for the water transmission mains and drainage facilities. The construction observation services shall be in accordance with the scope of services attached as exhibit C. The City shall reimburse the Developer for these services based on the consultant's invoices and proof of payment by the Developer. The reimbursement will be based on actual costs incurred with a maximum not to exceed Ninety Thousand Dollars (\$90,000.00). Of that amount, Fifty-six Thousand Dollars (\$56,000.00) shall be allocable to water main construction and Thirty-two Thousand Dollars (\$34,000.00) shall be allocable to drainage projects including curb and gutter, street, storm sewer, and ponds. The water component will be funded from the Water Enterprise Fund (CIP 50295). The drainage component will be funded from the 8911 Drainage Fund (CIP 50009 - 1483).
4. The City's total cost share obligation for the project shall not exceed the following:  
  
\$116,049.00 12" and 16" water transmission main oversize.

\$90,000.00	Engineering and construction observation costs. Actual cost to be furnished to the City by Developer for reimbursement. Cost shall not exceed amount indicated.
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**\$206,049.00 Total**

5. The City shall make payment to the Developer within 45 calendar days of receipt of documentation for payment and in accordance with this Agreement.

6. In the event that any section(s), or provision(s) of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision(s) of this Agreement if it can be given effect without the invalid section(s) or provision(s).

7. The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of Pennington County, South Dakota.

8. The parties agree that this writing constitutes the entire agreement between them and that there are no other oral or collateral agreements or understandings of any kind or character except those contained herein. No modification or amendment to this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY

By \_\_\_\_\_

Its

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged him/herself to be the \_\_\_\_\_ of The Evangelical Lutheran Good Samaritan Society, and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of The Evangelical Lutheran Good Samaritan Society.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(seal)

Notary Public, South Dakota  
My Commission Expires: \_\_\_\_\_

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(seal)

STATE OF SOUTH DAKOTA    )  
  )ss.  
COUNTY OF PENNINGTON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned officer, personally appeared Alan Hanks and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized to do so, executed the foregoing Agreement Consenting to Assessed Project for the purposes therein contained by signing the name of the city of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(seal)

\_\_\_\_\_  
Notary Public, South Dakota  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**
**OVERSIZE WATER MAIN COST - GOOD SAMARITAN SOCIETY, ST MARTINS VILLAGE, RAPID CITY, SD; DEVELOPER PROJECT #8981.08**

PREPARED BY FMG ENGINEERING March 29, 2011

Based on unit prices from low bidder Heavy Constructors unless otherwise noted.

12" WATERMAIN ON CITY SPRINGS ROAD IN LIEU OF OTHERWISE REQUIRED 10", 23+15 to 52+49							
Item	Quantity	Units	12" Item Estimated Unit Cost	12" Item Extended Cost	Equivalent 10" Item	10" Item Estimated Unit Cost	10" Item Extended Unit Cost
12" PVC Watermain	2891	LF	\$ 40.00	\$ 115,640.00	10" PVC Watermain	\$ 36.33	\$ 105,030.03
12" Gate Valve	13	EA	\$ 3,374.55	\$ 43,869.15	10" Gate Valve	\$ 2,709.13	\$ 35,218.69
12" x 6" Tee	9	EA	\$ 839.64	\$ 7,556.76	10" x 6" Tee	\$ 736.90	\$ 6,632.10
12" x 8" Tee	1	EA	\$ 881.73	\$ 881.73	10" x 8" Tee	\$ 775.87	\$ 775.87
12" x 12" x 8" x 8" Cross	1	EA	\$ 1,011.49	\$ 1,011.49	10" x 10" x 8" x 8" Cross	\$ 800.00	\$ 800.00
12" x 11/14 Bend	6	EA	\$ 667.38	\$ 4,004.28	10" x 11/14 Bend	\$ 603.39	\$ 3,620.34
12" High Defl. Coupling	2	EA	\$ 660.78	\$ 1,321.56	10" High Defl. Coupling	\$ 295.31	\$ 590.62
12" x 22 1/2 Bend	15	EA	\$ 683.00	\$ 10,245.00	10" x 22 1/2 Bend	\$ 612.75	\$ 9,191.25
12" Plug	1	EA	\$ 402.58	\$ 402.58	10" Plug	\$ 382.14	\$ 382.14
Observation	0	EA	\$ -	\$ -	Observation	\$ -	\$ -
12" Total				\$ 184,932.55	Total		\$ 162,241.04
City Oversize Percentage for 12" Items =			\$ 22,691.51 divide by	\$ 184,932.55	12.27%		
							\$ 22,691.51

Est. -No bid item

 City Oversize  
Cost

16" WATERMAIN ON CITY SPRINGS ROAD IN LIEU OF OTHERWISE REQUIRED 10", 11+89 to 23+10							
Item	Quantity	Units	16" Item Estimated Unit Cost	16" Item Extended Cost	Equivalent 10" Item	10" Item Estimated Unit Cost	10" Item Extended Unit Cost
16" PVC Watermain	1146	LF	\$ 56.87	\$ 65,173.02	10" PVC Watermain	\$ 36.33	\$ 41,634.18
16" Plug	1	EA	\$ 621.98	\$ 621.98	10" Plug	\$ 382.14	\$ 382.14
16" x 12" Reducer	1	EA	\$ 783.94	\$ 783.94	Not Required	\$ -	\$ -
16" Gate Valve	8	EA	\$ 7,413.87	\$ 59,310.96	10" Gate Valve	\$ 2,709.13	\$ 21,673.04
16" x 16" x 16" Tee	1	EA	\$ 1,790.77	\$ 1,790.77	10" x 10" x 10" Tee	\$ 776.00	\$ 776.00
16" x 16" x 10" Tee	1	EA	\$ 1,482.03	\$ 1,482.03	10" x 10" x 10" Tee	\$ 776.00	\$ 776.00
16" x 16" x 8" Tee	3	EA	\$ 1,386.18	\$ 4,158.54	10" x 10" x 8" Tee	\$ 775.87	\$ 2,327.61
16" x 16" x 6" Tee	2	EA	\$ 1,338.13	\$ 2,676.26	10" x 10" x 6" Tee	\$ 736.90	\$ 1,473.80
16" x 11 1/4 Bend	5	EA	\$ 1,147.21	\$ 5,736.05	10" x 11 1/4 Bend	\$ 603.39	\$ 3,016.95
16" x 22 1/2 Bend	2	EA	\$ 1,147.21	\$ 2,294.42	10" x 22 1/2 Bend	\$ 612.75	\$ 1,225.50
Observation	0	EA	\$ -	\$ -	Observation	\$ -	\$ -
Subtotal				\$ 144,027.97	Subtotal		\$ 73,285.22
							\$ 70,742.75

Est. -No bid item

Est. -No bid item

 City Oversize  
Cost

16" WATERMAIN ON CELEBRATION WAY IN LIEU OF OTHERWISE REQUIRED 8", CITY SPRINGS ROAD TO RESERVOIR TIE IN							
Item	Quantity	Units	16" Item Estimated Unit Cost	16" Item Extended Cost	Equivalent 8" Item	8" Item Estimated Unit Cost	8" Item Extended Unit Cost
16" PVC Watermain	284	LF	\$ 56.87	\$ 16,151.08	8" PVC Watermain	\$ 29.56	\$ 8,395.04
16" Plug	1	EA	\$ 621.98	\$ 621.98	8" Plug	\$ 287.73	\$ 287.73
16" Gate Valve	2	EA	\$ 7,413.87	\$ 14,827.74	8" Gate Valve	\$ 1,587.53	\$ 3,175.06
16" x 16" x 16" Tee	1	EA	\$ 1,790.77	\$ 1,790.77	8" x 8" x 8" Tee	\$ 522.47	\$ 522.47
16" x 22 1/2 Bend	1	EA	\$ 1,147.21	\$ 1,147.21	8" x 22 1/2 Bend	\$ 419.25	\$ 419.25
16" x 8" Reducer	1	EA	\$ 875.71	\$ 875.71	Not Required	\$ -	\$ -
Observation	0	EA	\$ -	\$ -	Observation	\$ -	\$ -
Subtotal				\$ 35,414.49	Subtotal		\$ 12,799.55
							\$ 22,614.94
16" Total				\$ 179,442.46	16" Total		\$ 86,084.77
City Oversize Percentage for 16" Items =			\$ 93,357.69 divide by	\$ 179,442.46	52.03%		
TOTAL ALL ITEMS				\$ 364,375.01		\$ 248,325.81	\$ 116,049.20

Est. -No bid item

 City Oversize  
Cost

Note: Oversize observation to be added by separate agreement with City

**EXHIBIT B****FMG ENGINEERING****EXHIBIT "B"****RATE SCHEDULE**

**Good Samaritan Society  
St. Martins Village  
Rapid City, SD**

**Developer Project Number 8981.08**

**RATE SCHEDULE**

<b><u>PERSONNEL</u></b>	<b><u>RATE</u></b>
<b>FMG ENGINEERING</b>	
Professional Engineer – Principal	\$120.00/hr
Senior Project Manager	\$100.00/hr
Professional Engineer – Design Engineer	\$95.00/hr
Computer Drafting Technician	\$60.00/hr
Clerical	\$50.00/hr
Soils Technician	\$50.00/hr
Construction Observer	\$65.00/hr
	\$45.00/hr
<b><u>VEHICLES &amp; EXPENSES</u></b>	
Mobilization (support vehicle)	\$0.65/mile
Copies/Expendables	cost

**EXHIBIT “C”**  
**SCOPE OF ENGINEERING SERVICES**  
**OVERSIZE PROJECT IMPROVEMENTS**  
**For Good Samaritan Society**  
**Saint Martin’s Village, Rapid City, SD**

**GENERAL**

The Evangelical Lutheran Good Samaritan Society (GSS) proposes to construct the Good Samaritan Society – St. Martins Village project. The GSS project number is 8981.08.

As part of the project GSS is responsible for a certain amount of Construction Period Services. These services are generally described as follows:

**GSS CONSTRUCTION PERIOD RESPONSIBILITIES**

GSS will contract with FMG, Inc. to provide Construction Period Services as outlined in A – H below.

- A. Materials testing and compaction testing in accordance with City Standard Specifications.
- B. Periodic Observation of Work. FMG will make visits to the Site at intervals appropriate to the various stages of construction as FMG deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, FMG, for the benefit of GSS, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

FMG will not make exhaustive or continuous observations on the Site to check the quality of the Work. FMG’s efforts will be directed toward providing for GSS a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, FMG will keep GSS informed of the progress of the Work and will endeavor to guard GSS against defective Work.

FMG shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall FMG have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility for

Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The periodic observation is used for determination of pay quantities.

- C. Hold Progress Meetings, including Preconstruction Meeting, at a time schedule to be determined.
- D. Prepare Change Orders including approval Coordination with City.
- E. Shop Drawing Review.
- F. Provide Plan Interpretation.
- G. As built drawings based on Contractor redlines.
- H. Construction Staking.

#### **ADDITIONAL SERVICES:**

This project has been designed for the Good Samaritan Society by FMG and approved for construction by the City of Rapid City. The City of Rapid City (City) also has construction period responsibilities and is responsible for project inspection in accordance with Municipal Code 16.16.110. It is the City's desire to have GSS, through FMG, provide these services for the City. The City is responsible for overall project inspection during the construction period and is the final approving authority for the project construction.

GSS will provide Additional Construction Observation and Administration services, through the services of FMG, as described below. GSS will pay FMG for these services and the City will reimburse GSS in accordance with the terms of the agreement.

#### **ADDITIONAL CONSTRUCTION PERIOD SERVICES**

To help the City fulfill their responsibilities, the City has elected to have GSS, through the services of FMG provide Additional Construction Observation at the project. FMG observation generally will be provided for water and sanitary sewer utilities and for storm sewer, curb and gutter, grading, sub grade, base, surfacing, grading for detention ponds, and miscellaneous drainage. The following further outlines these services to be provided by GSS, through the services of FMG, for reimbursement by the City.

1. Expand the "As-Built" plans and specifications provided under GSS contract to include submitting the drawings and specifications to the City as a hard copy and on CD



compatible with the City's current AutoCAD version format. Submit these documents to Engineering Services within 30 days of project completion.

2. Prepare Public Service Announcements (P.S.A.'s) for Engineering Services. Engineering Services will be responsible for distribution to all local media. Copies of P.S.A.'s shall be distributed one week prior to start of work or change in operations that may significantly affect the public.
3. Provide the services of a Resident Project Representative (RPR) at the Site to assist the Consultant and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Attachment 1 to Exhibit C. For buried installations such as for sanitary sewer mains, water mains, storm sewer and other buried appurtenances the Consultant shall be on site all of the time the Contractor is installing these buried installations.
4. Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Consultant, and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Consultant 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 Consultant's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Contract Documents, and Consultant shall keep City informed of the progress of the Work.
  - a. Consultant 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 Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
  - b. Consult with City and act as City's representative as provided in the City of Rapid City Standard Specifications for Public Work Construction, Section 7 - General Conditions. The extent and limitations of the duties, responsibilities, and authority of Consultant as assigned in the General Conditions shall not be modified, except as Consultant may otherwise agree in writing. All of City's instructions to Contractor will be issued through Consultant, which shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
  - c. Consultant shall have the authority to recommend to Developer and City that Contractor's Work be rejected while it is in progress if, on the basis of Consultant's observations, Consultant believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design

- concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- d. Consultant and RPR shall monitor and verify that materials and equipment meet approved shop drawings and contract documents.
5. Attend weekly progress meetings while project is under construction.
  6. Prepare daily reports. A daily record of activity will be maintained by the RPR, and or Consultant, including weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and any other pertinent information. Daily reports shall in general comply with the City of Rapid City diary format and content. Such information shall be neatly and concisely entered into the City of Rapid City project quantity book.
    - a. Submit detachable copies or arrange to submit electronic copies of daily reports to Engineering Services on a weekly basis.
    - b. Two complete sets of RPR records and other pertinent project records shall be delivered to the City.
  7. Provide additional soil compaction testing for the 12" and 16" water transmission pipelines on each lift at a frequency of every 200 linear feet of trench. Provide soil compaction testing for the detention pond embankments.
  8. Provide assurance testing (or witness Contractor testing) according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
  9. Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.
  10. Prepare and submit City of Rapid City project "Construction Project Close-out Checklist" indicating compliance with Standard Specifications and acceptance of the various infrastructure components. The Consultant is responsible for coordinating completion of the checklist items with the Contractor.
  11. Prepare letter of project completion stating opinion of compliance with plans and specifications and start of warranty period.
  12. Prepare letter to SDDENR notifying them of project completion.
  13. Ensure Contractor's two-year warranty surety is provided to the City of Rapid City either within the performance bond or as a separate bond.
  14. Project Team:
    - a. The Consultant and any applicable sub-consultants
    - b. City Engineering Services staff
    - c. GSS

- d. Water Operations Division staff
- e. Utility Maintenance Division (Service area and O&M related issues)
- f. General Contractor

15. Meetings requiring the Consultant's participation will likely include, but may not be limited to the following:

- a. Pre-construction Conference,
- b. Construction Progress Meetings

16. Submittals include:

- a. "As-Built" plans and specifications,
- b. Daily observation reports,
- c. Project completion "Punch List",
- d. "Construction Project Close-out Checklist",
- e. Letter of project completion,

**ATTACHMENT 1 TO EXHIBIT C**  
**OVERSIZE PROJECT IMPROVEMENTS**  
**For Good Samaritan Society**  
**Saint Martin's Village, Rapid City, SD**

**RESIDENT PROJECT REPRESENTATIVE**

- A. Consultant shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist Consultant in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Attachment shall provide representation as established under Exhibit C - Scope of Work.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Consultant shall endeavor to provide further protection for City of Rapid City (Client) against defects and deficiencies in the Work. However, Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are limited to those of the Consultant in the Professional Services Agreement with the Client and described as follows:
  - 1. RPR is Consultant's agent at the Site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Consultant and Contractor, keeping Client advised. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.
  - 2. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings,
  - 3. Liaison:
    - a. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.

- b. Assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-Site operations.
  - c. Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
2. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
3. Shop Drawings and Samples:
  - a. Advise Consultant and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Consultant.
4. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Consultant. Transmit to Contractor in writing decisions as issued by Consultant. Any changes shall be communicated to and approved by the Client.
5. Review of Work and Rejection of Defective Work:
  - a. Conduct on-Site observations of Contractor's work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Consultant whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will compromise 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 Consultant and Client of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
6. Inspections, Tests, and System Startups:
  - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Client's personnel, and that Contractor maintains adequate records thereof.
  - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.
7. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample 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 Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, 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 Consultant.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Consultant. Consultant will provide two complete sets of RPR records and other pertinent project records to the Client.

8. Reports:

- a. Furnish to Consultant periodic reports as required of progress of the Work
- b. Draft and recommend to Consultant proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Consultant and Client copies of all inspection, test, and system start-up reports.
- d. Immediately notify Consultant and Client of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern. .

9. Completion:

- a. Participate in a final inspection in the company of City, Consultant, Client, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- b. Observe whether all items on the final list have been completed or corrected and make recommendations to Consultant concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items) unless authorized by the Consultant.
2. Exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Client or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Consultant.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Client to occupy the Project in whole or in part.

In general, Consultant shall advise Client on these issues prior to addressing.