

REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT Date: March 28, 2007

Project Name & Number: Lacrosse Street Drainage Improvements #DR01-1157 **CIP #:50438**

Project Description: Provide drainage improvements to alleviate local flooding problems in the area extending Northwest from the intersection of Lacrosse St. and East New York Street. Improvements will include extension of storm sewer from Lacrosse St. to the intersection of East Philadelphia St. and Racine St., with associated reconstruction of streets and other utility systems (primarily water mains).

Consultant: Ferber Engineering Company, Inc.

Original Contract Amount: \$11,660.00 **Original Contract Date:** January 21, 2002 **Original Completion Date:** March 1, 2002

Amendment Number: 1

Amendment Description: Original contract included services for review and analysis of existing conditions, and preliminary design of improvements. This Amendment #1 includes services for final design, preparation of contract documents, bidding, and construction administration for construction of the improvements identified in the Preliminary Design Report. Construction is programmed for funding in 2008.

Current Contract Amount: \$11,660.00 **Current Completion Date:** March 1, 2002

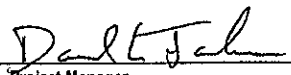
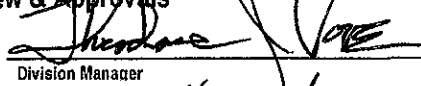
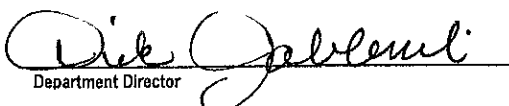
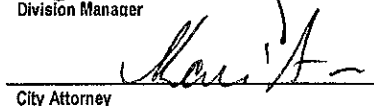
Change Requested: \$48,141.00

New Contract Amount: \$59,801.00 **New Completion Date:** December 31, 2008

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$33,141.00	8911	4223	505	CIP Drainage Improvement - Professional Services (Engineering)
\$15,000.00	933	4223	602	Water Replacement/Improvement. - Prof. Services (Engineering)
\$48,141.00	Total			

Agreement Review & Approvals

 Dalton Project Manager	Mar 29 2007 Date	 Division Manager	4-2-07 Date
 Dick Jablonski Department Director	4/1/07 Date	 City Attorney	7-4-07 Date

ROUTING INSTRUCTIONS

Route two originals of the Agreement for review and signatures.
 Finance Office - Retain one original
 Project Manager - Retain second original for delivery to Consultant
 cc: Public Works
 Engineering
 Project Manager

FINANCE OFFICE USE ONLY

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Date: _____ Initials: _____ Approved: _____

Appropriation: _____ Y N

Cash Flow: _____ Y N

ADDENDUM #1
TO
AGREEMENT FOR PROFESSIONAL SERVICES

This **ADDENDUM #1 TO AGREEMENT FOR PROFESSIONAL SERVICES** is made and entered into this ____ day of _____, 2007, by and between the City of Rapid City, South Dakota, hereinafter called **CITY**, and Ferber Engineering Company, Inc., a South Dakota Corporation, hereinafter called **CONSULTANT**.

WHEREAS, **CITY** and **CONSULTANT** have previously entered into an agreement for professional services for the project identified as **Lacrosse Street Drainage Improvements #DR01-1157/CIP 50438**; and,

WHEREAS, this agreement for professional services calls for the services on the project to be provided in two phases, with Phase 1 to result in a report detailing recommendations and cost estimates for improvements to intercept and convey flows from that part of the Knollwood Drainage Basin that drains to the intersection of Lacrosse Street and E. New York Street, and Phase 2 is to provide those services related to final design and preparation of construction plans and details, and technical specifications for the recommended improvements; and

WHEREAS, the agreement for professional services calls for the schedule, scope, and professional fees for the Phase 2 services to be negotiated between the **CITY** and the **CONSULTANT** following the completion of Phase 1; and

WHEREAS, the **CONSULTANT** has completed said Phase 1 services with submittal of a report dated April, 2002; and

WHEREAS, the **CITY** desires to commence with the Phase 2 services; and

WHEREAS, the **CITY** desires to include within the Phase 2 services the final design and construction administration services to reconstruct the E. Philadelphia Street water main between Lacrosse Street and Racine Street in conjunction with the construction of the recommended Drainage Improvements.

NOW, THEREFORE, **CITY** and **CONSULTANT** in consideration of the payments and agreements herein contained, do hereby agree that the Agreement for Professional Services, made and entered into on the 21st day of January 2002 shall be amended as follows:

This **PROJECT** shall include the Phase 2 services of final design and construction related services for the Lacrosse Street Drainage Improvements and water main reconstruction. Work, plans and reports related to the Phase 2 services shall be identified as **Lacrosse Street Drainage Improvements**.

The **SCOPE OF SERVICES** for the **Lacrosse Street Drainage Improvements** is expanded to include:

1. Prepare Final Plans and Specifications for the proposed drainage facilities outlined in the preliminary report **Lacrosse Street Drainage Improvements – DR01-1157, April 2002, completed by Ferber Engineering Company, Inc.**
2. Prepare Final Plans and Specifications for the reconstruction of the E. Philadelphia Street water main from Lacrosse Street to Racine Street. The plans and specifications are to include provisions for reconnection of all water services currently connected to the system.
3. Prepare easement exhibits as necessary.
4. Coordinate with utility companies as necessary to identify and locate any existing installations in the vicinity of the **PROJECT**.
5. Provide final opinion of probable construction cost for the project based on the revised design.
6. Provide Bidding Phase Services.
7. Provide Construction Related Services including contract administration and construction observation.

FINAL DESIGN SERVICES – Lacrosse Street Drainage Improvements

CONSULTANT will produce Final Construction Plans on 22" x 34" mylar at a horizontal scale of 1"=20' and vertical scale of 1"=5' to City of Rapid City 2007 Drafting Standards.

CONSULTANT will create a cover sheet showing location and extent of the **PROJECT**.

CONSULTANT will prepare general notes, typical sections, quantity summaries, etc.

CONSULTANT will prepare survey data sheets including sufficient control and construction information required to stake the project. Survey control and vertical benchmark information will also be provided in the Plans.

CONSULTANT will provide project layout plan including lot lines and addresses of all properties adjacent to the **PROJECT**.

CONSULTANT will prepare construction details and construction notes.

CONSULTANT will prepare conceptual Construction Traffic Control Plans.

CONSULTANT will work with **OWNER** to prepare **CONTRACT DOCUMENTS** based upon the City of Rapid City Standard Specifications for Public Works Construction.

CONSULTANT will prepare a final estimate of probable construction cost.

CONSULTANT will prepare final bidder's proposal on City of Rapid City forms.

BIDDING PHASE SERVICES – Lacrosse Street Drainage Improvements

CONSULTANT will provide advertisement for bids to CIC, Rapid City Journal, and **CITY**.

CONSULTANT will print and distribute Construction Plans and Contract Documents, and will maintain a list of Bidders holding copies of the Contract Documents.

CONSULTANT will schedule and conduct a pre-bid conference, make presentation, and answer bidder questions.

CONSULTANT will issue Addenda as required.

CONSULTANT will attend the bid opening at the City Finance Office, and compile the bids in Rapid City Excel Project Book format, in coordination with City Finance Personnel.

CONSULTANT will forward the bid results to **CITY** with recommendations.

CONSULTANT will prepare Contract Documents after City Council permission to award.

After required signatures are completed on the Contract Documents, **CONSULTANT** will prepare Notice-To-Proceed and forward to Contractor and **CITY**.

CONSTRUCTION PHASE SERVICES – Lacrosse Street Drainage Improvements

The construction of the **PROJECT** is anticipated to begin spring 2008. **CITY** chooses to engage **CONSULTANT** to perform various Construction Related Services for the **PROJECT**.

CONSULTANT shall provide Contract Administration as described in Exhibit B and Exhibit C.

CONSULTANT shall provide Construction Observation as described in Exhibit B and Exhibit C. **CONSULTANT** will contract with a Geotechnical Engineer to provide soil compaction testing services.

CONSULTANT shall provide Project Closeout services as described in Exhibit B and Exhibit C.

CONSULTANT shall prepare and submit as-built revisions to the plans drawings and specifications on 22”X34” Mylar and on CD in AutoCAD format.

The Additional Services included in this **ADDENDUM #1** will be completed according to the following:

Lacrosse Street Drainage Improvements -- Final Design and Construction Related Services - \$48,141.00.

The Additional Services included in this **ADDENDUM #1** will be performed in accordance with the Terms and Conditions of the Agreement for Professional Services dated December 12, 2001, and the 2007 Schedule of Charges attached as Exhibit A.

CONSULTANT will submit Final Plans and Specifications for the **Lacrosse Street Drainage Improvements** to the **CITY** on or before November 1, 2007. The **CONSULTANT** will assist the **CITY** with Planning Commission Review and Authorization to Advertise from the City Council upon request from the **CITY**.

Completion of the Construction Phase Services shall be coincident with the completion of construction of the **PROJECT** (projected November 1, 2008) except for As-built Drawings. As-built drawings will be completed 60 days after completion of construction. All services shall be completed by December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have made and executed this **ADDENDUM #1** as of the date and year first above written.

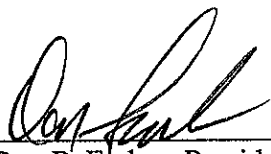
THE CITY OF RAPID CITY, SOUTH DAKOTA

Jim Shaw, Mayor

ATTEST:

Date: _____
James F. Preston
Finance Officer

FERBER ENGINEERING COMPANY, INC.

BY: 
Dan P. Ferber, President

Date: 3/21/2007

EXHIBIT A**2007 SCHEDULE OF CHARGES**

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal-In-Charge	\$100.00
Registered Land Surveyor	\$90.00
Registered Professional Engineer	\$90.00
Graduate Engineer III	\$60.00
Graduate Engineer II	\$55.00
Graduate Engineer I	\$50.00
Senior Technician	\$55.00
Technician	\$40.00
Survey Crew 2-Man	\$85.00
Drafter	\$55.00
Clerical	\$45.00
Mileage	\$.485

PRINTING CHARGES

Bond	\$.20/sq ft
Vellum	\$.30/sq ft
Mylar	\$.50/sq ft
Clear Film	\$.50/sq ft
Photocopies, 8 ½" x 11" (BW)	\$.10
Photocopies, 8 ½" x 11" (Color)	\$.50
Binding (up to 1")	\$ 2.00

GPS SURVEY

Full Day	\$400.00 + Tech*
Half Day	\$250.00 + Tech*

*Tech includes hourly rate of employee plus expenses

EXHIBIT B**GENERAL ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

1. Upon successful completion of the Bidding Phase, and upon written authorization from **CITY**, **ENGINEER** shall consult with **CITY** and act as **CITY'S** representative as provided in the General Conditions and this Agreement. The extent and limitations of the duties, responsibilities and authority of **ENGINEER** shall not be modified, except as **ENGINEER** may otherwise agree in writing. All of **CITY'S** instructions to Contractor will be issued through **ENGINEER** who shall have authority to act on behalf of **CITY** in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. **ENGINEER** will provide the services of a Resident Project Representative (**RPR**) at the Site to assist **ENGINEER** and to provide more continuous observations of such Work. **ENGINEER** will, prior to the pre-construction conference, submit a resume of the **RPR'S** qualifications for approval by **CITY**. The duties, responsibilities, and limitations of authority of the **RPR** are as set forth in Exhibit C attached.
3. **ENGINEER** will conduct a Pre-Construction Conference prior to commencement of Work at the Site.
4. **ENGINEER** will make visits to the Site at intervals appropriate to the various stages of construction, as **ENGINEER** deems necessary, but at least weekly, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's Work. Such visits and observations by **ENGINEER** and the Resident Project Representative, if any, 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, if any. Based on information obtained during such visits and such observations, **ENGINEER** shall determine in general if such Work is proceeding in accordance with the Contract Documents
 - 4.1. 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 and experienced and qualified design professional, to express an informed professional opinion 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 preserved by Contractor. **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct

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.

5. During such visits and on the basis of such observations, **ENGINEER** shall have authority to recommend to **CITY** the Contractor's Work be disapproved and rejected 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.
6. **ENGINEER** will 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.
7. **ENGINEER** will recommend Change Orders and Work Change Directives to **CITY**, as appropriate, and shall prepare Change Orders and Work Change Directives as required.
8. **ENGINEER** will review and take appropriate action in respect to Shop Drawings and 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. Such reviews and approvals or other action will be completed with 14 days of receipt of Contractor's submittal by **ENGINEER** and will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
9. **ENGINEER** will assist the **CITY** in evaluating and determining the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
10. **ENGINEER** will provide Public Service Announcements at appropriate times throughout the project to alert the public of project commencement and changes in the traffic control configuration.
11. **ENGINEER** will require such special inspections or tests of the Work under the guidelines of the Standard Specifications, and additional testing as deemed reasonably necessary, and 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.

12. **ENGINEER** will render formal written decisions on all claims of **CITY** 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 **CITY** or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
13. Based upon **ENGINEER'S** observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying support documentation:
 - 13.1. Recommend the amounts that Contractor be paid. Such recommendations of payment will be in writing and will constitute **ENGINEER'S** representation to **CITY**, 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 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 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 such Work. The responsibilities of **ENGINEER** contained in the paragraph are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in the Agreement and elsewhere.
 - 13.2. By recommending any 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 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, regulation, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on **ENGINEER** to make and 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 **CITY** free and clear of any liens, claims,

security interests or encumbrances, or that there may not be other matters at issue between **CITY** and Contractor that might affect the amount that should be paid.

14. **ENGINEER** will receive and review 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 and marked-up record Drawings which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. **ENGINEER** shall transmit these documents to **CITY**.
15. **ENGINEER** will prepare and furnish to **CITY** a set of reproducible Project Record Drawings showing appropriate record information based on Project documentation received from Resident Project Representative and Contractor.
16. Following notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with **CITY**, and Contractor, **ENGINEER** will conduct an inspection to determine if the Work is substantially complete. If after considering any objections of **CITY**, **ENGINEER** considers the Work substantially complete; **ENGINEER** shall deliver a certificate of Substantial Completion to **CITY** and Contractor.
17. Upon final completion of the project by the Contractor, in company with **CITY**, and Contractor, **ENGINEER** will conduct an inspection to determine if the Work is complete. **ENGINEER** shall deliver a certificate of final completion to the **CITY** and Contractor, including the date for the start of the warranty period.
18. **ENGINEER** shall not be responsible for the acts or omissions of any Contractor or any of their subcontractors, vendors, suppliers, or of any other individual or entity performing or furnishing any of the Work. **ENGINEER** shall not be responsible for any Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.
19. The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by **ENGINEER** of final payment to Contractor.

EXHIBIT C**RESIDENT PROJECT REPRESENTATIVE**

1. **ENGINEER** shall furnish a Resident Project Representative (**RPR**), assistants, and other field staff to assist **ENGINEER** in observing progress and quality of the Work. The **RPR**, assistants and other field staff under this Exhibit C shall provide full time representation during times when construction activities warrant, and part-time representation when the work does not warrant full-time representation. The total time of representation by the **RPR** through the duration of the project will be approximately equivalent to 2/3 full-time, unless waived by **CITY**.
2. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the **RPR** and assistants, **ENGINEER** shall endeavor to provide further protection for **CITY** against defects and deficiencies in the Work. 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, for any failure of Contractor to comply with Laws and Regulations 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. In addition, the specific limitations set forth in Exhibit B are applicable.
3. The duties and responsibilities of the **RPR** are limited to those of **ENGINEER** in **ENGINEER'S** Agreement with the **CITY** and in the construction documents, and are further limited and described as follows:
 - 3.1. **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 Contractor's work in progress shall in general be with **ENGINEER** and Contractor, keeping **CITY** 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 **CITY** with the knowledge of and under the direction of **ENGINEER**.
 - 3.2. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with **ENGINEER** concerning acceptability.
 - 3.3. 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.
 - 3.4. 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 **CITY'S** liaison with Contractor when Contractor's operations affect **CITY'S** on-site operations.

- 3.5. Assist in obtaining from **CITY** additional details or information, when required for proper execution of the Work.
- 3.6. Report to **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by **ENGINEER**.
- 3.7. Record date of receipt of approved Shop Drawings and Samples.
- 3.8. Receive Samples which are furnished at the Site by Contractor, and notify **ENGINEER** of availability of Samples for examination.
- 3.9. Advise **ENGINEER** and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample for which **RPR** believes that the submittal has not been approved by **ENGINEER**.
- 3.10. Consider and evaluate Contractor's 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**.
- 3.11. Conduct on-site observations of Contractor's work in progress to assist **ENGINEER** in determining if the Work is in general proceeding in accordance with the Contract Documents.
- 3.12. Report to **ENGINEER** 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 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 that part of Contractor's work in progress that **RPR** believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 3.13. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate details relative to the test procedures and startups.
- 3.14. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to **ENGINEER**.
- 3.15. Consult with **ENGINEER** in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 3.16. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate **CITY'S** personnel, and that Contractor maintains adequate records thereof.

- 3.17. Observe, record, and report to **ENGINEER** appropriate details relative to the test procedures and systems startups.
- 3.18. Maintain at the Job Site, orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Work Change Directives, 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 and Sample submittals received from and delivered to Contractor and other Project related documents.
- 3.19. 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 Change Orders, Field Orders, Work Change Directives, or changed condition, 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**.
- 3.20. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 3.21. Maintain records for use in preparing Project documentation.
- 3.22. Upon completion of construction furnish original set of all RPR Project documentation to **ENGINEER**.
- 3.23. 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.
- 3.24. Draft and recommend to **ENGINEER** proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 3.25. Furnish to **ENGINEER** and **CITY** copies of all inspection, test, and system startup reports.
- 3.26. Report immediately to **ENGINEER** the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
- 3.27. 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.
- 3.28. During the course of the Work, verify that material and equipment certifications, maintenance and operation manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to **ENGINEER** for review and forwarding to **CITY** prior to payment for that part of the Work.

- 3.29. Before **ENGINEER** issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - 3.30. Observe whether Contractor has had performed inspections required by Laws and Regulations applicable to the Work, including but not limited to, those to be performed by public agencies having jurisdiction over the Work.
 - 3.31. Participate in a final inspection in the company of **ENGINEER**, **CITY**, and Contractor and prepare a final list of items to be completed or corrected.
 - 3.32. Observe whether all items on final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance and issuance of Notice of Project Completion and Start of Warranty Period.
4. Resident Project Representative shall not:
- 4.1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items) unless authorized by **ENGINEER**.
 - 4.2. Exceed limitations of **ENGINEER’S** authority as set forth in the Agreement or the Contract Documents.
 - 4.3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor’s superintendent.
 - 4.4. 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.
 - 4.5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the activities or operations of **CITY** or Contractor.
 - 4.6. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 4.7. Authorize **CITY** to occupy the Project in whole or in part.
 - 4.8. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by **ENGINEER**.