



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701

Public Works Department Engineering Services Division

300 Sixth Street

Telephone: (605) 394-4154 FAX: (605) 355-3083

Web: www.rcgov.org

August 24, 2011

Re: Seger Drive / Dyess Avenue Sanitary Sewer Extension Phases 1 and 2
Project No. SS11-1946 / CIP No. 50277.1-1
Project No. SS11-1947 / CIP No. 50277.1-2

On July 27, 2011, the .16 Committee approved funding for the design and construction of water main on Seger Drive, 143rd Street and Country Road. The City Council approved the funding on August 15, 2011. The City of Rapid City entered into a professional services agreement for the design of sanitary sewer in Seger Drive and Dyess Avenue on June 21, 2011. City staff recommends forgoing the consultant selection process for the portion of the water main along Seger Drive. Staff proposes the design of the water main be done in conjunction with the design of the sewer main in Seger Drive. This will benefit the City by utilizing data already collected by the consultant as a part of the sewer design, allow the construction of the water main begin early next year and reduce the disruption to the community by construction the water and sewer main concurrently.

Sincerely,

City of Rapid City - Engineering Services

Dale Tech, P.E.
City Engineer



EQUAL OPPORTUNITY EMPLOYER

REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

Date: August 24, 2011

Project Name & Number: Seger Drive / Dyess Avenue Sanitary Sewer Extension Phases 1 & 2 **CIP #:** 50277.1.1
 Project No. SS11-1946 / CIP # 50277.1.1 50277.1.2
 Project No. SS11-1947 / CIP # 50277.1.2

Project Description: Professional engineering services and construction administration for the design and construction of sanitary sewer and water along Seger Drive and sanitary sewer along Dyess Avenue.

Consultant: Ferber Engineering Company, Inc.

Original Contract Amount: \$249,930.00 **Original Contract Date:** June 21, 2011 **Original Completion Date:** January 16, 2012

Addendum No: 001

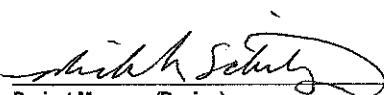


Amendment Description: This amendment is to add the design of water main along Seger Drive as approved by the .16 Committee on July 27, 2011 and the City Council on August 15, 2011, and construction administration services for all phases of the project. The design and construction of the water main will be done in conjunction with the existing sanitary sewer project currently being designed by Ferber Engineering Company, Inc.

Change Requested: \$305,095.00
New Contract Amount: \$555,025.00 **New Completion Date:** December 31, 2012

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$36,500.00	934	4223	602	0.16 funds to be transferred to 0934 for this project. (Water Design)
\$44,445.00	934	4223	602	0.16 funds to be transferred to 0934 for this project. (CA - Water)
\$224,150.00	834	4223	604	0.16 funds to be transferred to 0834 for this project. (CA - Sanitary)
\$305,095.00	Total			

Agreement Review & Approvals

 Project Manager (Design)	<u>8/25/11</u> Date	 Project Manager (Construction)	<u>8/25/11</u> Date
 Compliance Specialist	<u>8/25/11</u> Date	 Department Director	 Date
 City Attorney	 Date	 Department Director	 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

AMENDMENT NO. 1 TO AGREEMENT

Project: Seger Dr. / Dyess Ave. Sanitary Sewer Extension
Project No. SS11-1946 / CIP No. 50277.1-1
Project No. SS11-1947 / CIP No. 50277.1-2

Background Data: Effective Date of Agreement: June 21, 2011
Owner: City of Rapid City
Engineer: Ferber Engineering Company, Inc.

Nature of Amendment: Change in services to include the design of water main in Seger Drive and construction administration services for both phases 1 and 2 of the project. See Exhibit A and Exhibit B for the additional scope and fee included in this amendment with regard to the additional water main design. See Exhibit C and Exhibit D for the construction administration scope and maximum fee information. The Schedule of Pay Rates is the same according to the original contract's Exhibit C. Figure Shows the project location. New Completion Date for Tasks 1-3 is March 7, 2012. Completion Date for Tasks 4-5 is December 31, 2012.

Current Contract Amount: \$249,930.00

Change Requested: \$305,095.00

New Contract Amount: \$555,025.00

Owner and Engineer hereby agree to modify the above referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The effective date of this Amendment is: September 7, 2011.

CITY OF RAPID CITY:
By: _____
Mayor


ENGINEER:
By: _____
Ferber Engineering Company, Inc.

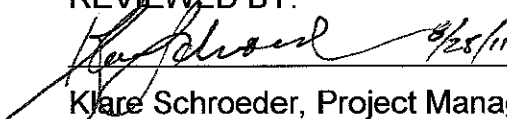
Date Signed: _____

Date Signed: _____

ATTEST:
By: _____
Finance Officer

Date Signed: _____

REVIEWED BY:

Michelle Schweitzer, Project Manager

REVIEWED BY:
 8/25/11
Klare Schroeder, Project Manager



**SEGER DRIVE / DYESS AVENUE SANITARY SEWER EXTENSION PHASES 1 and 2
SS11-1946 CIP 50277.1.1 and SS11-1947 CIP 50277.1.2**

EXHIBIT A – AMENDMENT #1

Ferber Engineering Company, Inc. and the City have previously entered into an agreement for Preliminary Design Services, Final Design Services and Bidding Services, for the Seger Drive / Dyess Avenue Sanitary Sewer Extension Phases 1 and 2 Projects.

The Rapid City Common Council recently approved the use of .16 funds to extend water mains along Seger Drive, 143rd Avenue and Country Road. The City has determined that the scope of the professional services agreement needs to be expanded to include design of the water main extension along Seger Drive from approximately 1200 feet west of Dyess Avenue to 143rd Avenue.

Services provided will include the following tasks:

1.1 through 1.3 Project Management:

Includes internal, geotechnical subconsultant, cathodic protection subconsultant and landowner project coordination necessary for the proposed water system improvements.

2.1 through 2.3 Quality Assurance and Quality Control:

Includes internal QA/QC reviews for preliminary and final design plans, specifications and design reports for the proposed water system improvements.

2.4 through 2.5 Meetings:

Includes two (2) water system design review meetings with City personnel. Includes landowner right-of-way/easement negotiation meetings for rights-of-way that may be necessary for the proposed water main along Seger Drive.

2.6 through 2.13 Water System Design:

Includes simplified hydraulic modeling (Bentley's WaterCAD) of the future water system from Mall Drive on the south, Pennington County line on the north, Lacrosse Street (extended) on the west and Elk Vale Road on the east. These tasks also include horizontal and vertical evaluation and layout of the water main and fire hydrant locations to not only accommodate the proposed initial rural road section, but the future 3-lane arterial section, including bikepaths and sidewalks. The water system design also includes layout and evaluation of connections to future water mains to both the north and south of Seger Drive. It also includes cathodic protection design for the metallic parts of the system.

2.14 through 2.19 Plans and Specification Preparation:

Includes preparation of the preliminary design report section (water) and supporting information. It also includes preparation of preliminary and final plans and specifications for the proposed water main. Final plans and specifications will include all necessary general notes, construction notes, construction details, etc.

SEGER DRIVE / DYESS AVENUE SANITARY SEWER EXTENSION PHASES 1 and 2
SS11-1946 CIP 50277.1.1 and SS11-1947 CIP 50277.1.2

2.20 Legal Documents:

Includes the preparation of temporary construction and permanent utility easements necessary to construct the water main.

2.21 Opinion of Probable Construction Cost:

Includes quantity takeoff and generation of unit costs associated with the water main construction. A total water main construction cost will be generated for both preliminary and final design. The water main construction is funded by the 0.16 Fund and will require separate consideration during City review.

To accommodate the additional effort in this Amendment all Phase 2 completion of services dates shall be extended by approximately six weeks. Anticipated Phase 2 Bid Letting date is February 7, 2012.

EXHIBIT B - AMENDMENT #1

		Task Total
Activity Description	Client Task #	
PMG - COORDINATION - Internal	1.1	\$440.00
PMG - COORDINATION - Geotechnical SubConsultant	1.2	\$840.00
PMG - COORDINATION - Cathodic SubConsultant	1.3	\$1,780.00
PMG - REVIEW - Reports	2.1	\$880.00
PMG - REVIEW - Plans	2.2	\$1,320.00
PMG - REVIEW - Specifications	2.3	\$440.00
PMG - PROJECT MEETING - Client Meeting	2.4	\$440.00
PMG - PROJECT MEETING - Right of Way/Easement Meeting	2.5	\$880.00
WAT - MODELING	2.6	\$3,200.00
WAT - HORIZONTAL LAYOUT	2.7	\$1,960.00
WAT - HORIZONTAL LAYOUT - Obstruction Review	2.8	\$1,180.00
WAT - VERTICAL LAYOUT	2.9	\$1,840.00
WAT - VERTICAL LAYOUT - Obstruction Review	2.10	\$1,960.00
WAT - CORROSION PROTECTION - Cathodic Protection Design	2.11	\$1,140.00
WAT - CORROSION PROTECTION - Test Stations	2.12	\$980.00
WAT - SPECIAL DETAILS	2.13	\$2,350.00
DEL - REPORTS - DESIGN - Text Development	2.14	\$990.00
DEL - REPORTS - DESIGN - Exhibit Development	2.15	\$1,900.00
DEL - PLANS - General Notes Sheets	2.16	\$760.00
DEL - PLANS - Quantity Sheets	2.17	\$1,520.00
DEL - PLANS - Water Plan and Profile Sheets	2.18	\$5,880.00
DEL - SPECIFICATIONS - Construction	2.19	\$2,020.00
DEL - LEGAL DOCUMENTS - Permanent Easement Preparation	2.20	\$1,240.00
DEL - OPINION OF CONSTRUCTION COST	2.21	\$560.00

Total Estimated Cost

\$36,500.00

**SEGER DRIVE / DYESS AVENUE SANITARY SEWER EXTENSION PHASES 1 and 2
SS11-1946 CIP 50277.1.1 and SS11-1947 CIP 50277.1.2**

EXHIBIT C – AMENDMENT #1

Ferber Engineering Company, Inc. and the City have previously entered into an agreement for Preliminary Design Services, Final Design Services and Bidding Services, for the Seger Drive / Dyess Avenue Sanitary Sewer Extension Phases 1 and 2 Projects.

The City has determined that the scope of the professional services agreement needs to be expanded to include construction related services for the two separate construction projects described as follows:

The Seger Drive / Dyess Avenue Sanitary Sewer Extension Phase 1 project will extend a sanitary trunk sewer from the existing trunk sewer west of Dakota Craft Drive along future Seger Drive to Dyess Avenue.

The Seger Drive / Dyess Avenue Sanitary Sewer Extension Phase 2 project will continue the trunk sewer extension along Seger Drive to 143rd Avenue and will extend a collector sewer south along Dyess Avenue. Water mains will also be extended from approximately 1200 feet west of Dyess Avenue to 143rd Avenue.

The Scope of Work Tasks 4 through 5 presented in this Exhibit are “Standard” Construction Related Services tasks, requested by the City. Tasks 1 through 3 are “Standard” design tasks and are being completed by the Engineer under the original agreement.

Exhibit D, attached, outlines the role and responsibilities of the Engineer’s Resident Project Representative.

TASK 4 – BASIC CONSTRUCTION SERVICES:

- 4.1 Prepare Notice to Proceed for City of Rapid City project manager signature and distribution to contractor for execution.
- 4.2 Conduct a Pre-Construction Conference including agenda. Record minutes and distribute to all attendees.
- 4.3 Provide written clarification regarding drawing and specification questions.
- 4.4 Provide recommendations to address changed or unknown conditions that may appear during construction.
- 4.5 Review and take action on shop drawings, product submittals, test results, and other submittals.
- 4.6 Prepare “As-Built” plans and specifications. “As-Built” plans and specifications shall be submitted as a hard copy and on CD compatible with current AutoCAD Release. Submit to Engineering Services within 60 days of project completion. In the event that the City did not issue a “Notice to Proceed” for Task 5 services, then the City shall forward construction record documents for preparing the “As-Built” plans and specifications.

**SEGER DRIVE / DYESS AVENUE SANITARY SEWER EXTENSION PHASES 1 and 2
SS11-1946 CIP 50277.1.1 and SS11-1947 CIP 50277.1.2**

TASK 5 – EXPANDED CONSTRUCTION SERVICES:

- 5.1 Mark removal limits of appropriate items as necessary to revise according to Engineer's recommendations.
- 5.2 Review Public Service Announcements (P.S.A.'s) submitted by contractor 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.
- 5.3 Assist contractor in determining affected landowners at various times throughout project. Contractor shall be responsible for notification of residents/landowners.
- 5.4 Conduct appropriate progress meetings. Record minutes and distribute to all attendees.
- 5.5 Provide daily on-site observation to assure that the methods and materials used by the contractor meet the intent of the plans and specifications. For buried installations such as for sewer and water mains the Consultant shall be on site all of the time the Contractor is installing these buried installations.
- 5.6 Prepare daily reports. A daily record of activity will be maintained by the inspector including weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and any other pertinent information. Such information shall be neatly and concisely entered into the City of Rapid City Project Inspector's Diary and Inspection quantity book. Submit detachable copies to Engineering Services on a weekly basis.
- 5.7 Perform stormwater inspections, prepare reports, and keep the erosion and sediment control plans current as required by the ordinance regulating construction site runoff control, Chapter 8.46, and the Stormwater Quality Manual.
- 5.8 Engineer will provide the following testing through Subconsultant contracts:
 - 5.8.1 Soil Compaction Testing Subconsultant will provide:
 - 5.8.1.1 AASHTO T-180 tests per standard specification,
 - 5.8.1.2 Provide field density testing as outlined in the Standard Specifications.
- 5.9 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.
- 5.10 Prepare and submit to City for quantities installed and/or stored materials to date.
- 5.11 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.
- 5.12 Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.
- 5.13 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.
- 5.14 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.
- 5.15 Prepare a letter to SDDENR notifying them of project completion.
- 5.16 Verify Contractor's two-year Warranty Surety is provided to the City of Rapid City, either within the performance bond or as a separate bond.



SS11-1946 CIP 50277.1.1

Seger Drive / Dyess Avenue Sanitary Sewer Extension Phase 1 - CRS

Wednesday, August 24, 2011

TASK	Task Description	Task Total
4.0	Basic Construction Services	
4.1	Prepare Notice-to-Proceed for City PM	\$110.00
4.2	Pre-construction Conference	\$1,000.00
4.3	Drawing/Specification Clarifications	\$880.00
4.4	Change Recommendations	\$1,080.00
4.5	Shop Drawing Review	\$1,280.00
4.6	Record Drawings	\$1,760.00
	TASK 4 Subtotal	\$6,110.00
5.0	Expanded Construction Services	
5.1-5.3, 5.5-5.7&5.9	Resident Project Representative	\$29,380.00
5.4	Weekly Progress Meetings	\$2,740.00
5.8.1	Soils Testing (AET)	\$5,000.00
5.10	Process Pay Requests	\$940.00
5.11	Prepare Change Orders	\$500.00
5.12	Final Walk Through and Punchlist	\$535.00
5.13-5.16	Contract Closeout	\$1,170.00
	TASK 5 Subtotal	\$40,265.00

Maximum Limiting Fee \$46,375.00

NOTE: Although dollar values have been provided for each task, FEC shall retain the right to reallocate monies to other tasks, subject to the maximum limiting fee as shown above.



SS11-1947 CIP 50277.1.2

Seger Drive / Dyess Avenue Sanitary Sewer Extension Phase 2 - CRS

Wednesday, August 24, 2011

TASK	Task Description	Task Total
4.0	Basic Construction Services	
4.1	Prepare Notice-to-Proceed for City PM	\$110.00
4.2	Pre-construction Conference	\$1,000.00
4.3	Drawing/Specification Clarifications	\$4,400.00
4.4	Change Recommendations	\$4,660.00
4.5	Shop Drawing Review	\$4,080.00
4.6	Record Drawings	\$7,040.00
	TASK 4 Subtotal	\$21,290.00
5.0	Expanded Construction Services	
5.1-5.3, 5.5-5.7&5.9	Resident Project Representative	\$151,800.00
5.4	Weekly Progress Meetings	\$13,300.00
5.8.1	Soils Testing (AET)	\$20,000.00
5.10	Process Pay Requests	\$4,220.00
5.11	Prepare Change Orders	\$6,240.00
5.12	Final Walk Through and Punchlist	\$2,480.00
5.13-5.16	Contract Closeout	\$2,890.00
	TASK 5 Subtotal	\$200,930.00

Maximum Limiting Fee \$222,220.00

NOTE: Although dollar values have been provided for each task, FEC shall retain the right to reallocate monies to other tasks, subject to the maximum limiting fee as shown above.

SEGER DRIVE / DYESS AVENUE SANITARY SEWER EXTENSION PHASES 1 and 2
SS11-1946 CIP 50277.1.1 and SS11-1947 CIP 50277.1.2

EXHIBIT D – AMENDMENT #1

RESIDENT PROJECT REPRESENTATIVE

1. **FERBER ENGINEER COMPANY, INC. (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 D shall provide full time representation unless waived by **City of Rapid City (OWNER)**.
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 **OWNER** 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 C are applicable.
3. The duties and responsibilities of the **RPR** are limited to those of **ENGINEER** in **ENGINEER'S** Agreement with the **OWNER** 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 **OWNER** advised. **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**.
 - 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 **OWNER'S** liaison with Contractor when Contractor's operations affect **OWNER'S** on-site operations.
 - 3.5. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the Work.

SEGER DRIVE / DYESS AVENUE SANITARY SEWER EXTENSION PHASES 1 and 2
SS11-1946 CIP 50277.1.1 and SS11-1947 CIP 50277.1.2

- 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**, **OWNER**, 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** and **OWNER**. Transmit to **OWNER** and 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** and **OWNER** 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 **OWNER'S** personnel, and that Contractor maintains adequate records thereof.
- 3.17. Observe, record, and report to **ENGINEER** and **OWNER** 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,

SEGER DRIVE / DYESS AVENUE SANITARY SEWER EXTENSION PHASES 1 and 2
SS11-1946 CIP 50277.1.1 and SS11-1947 CIP 50277.1.2

decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to **ENGINEER** and **OWNER**.

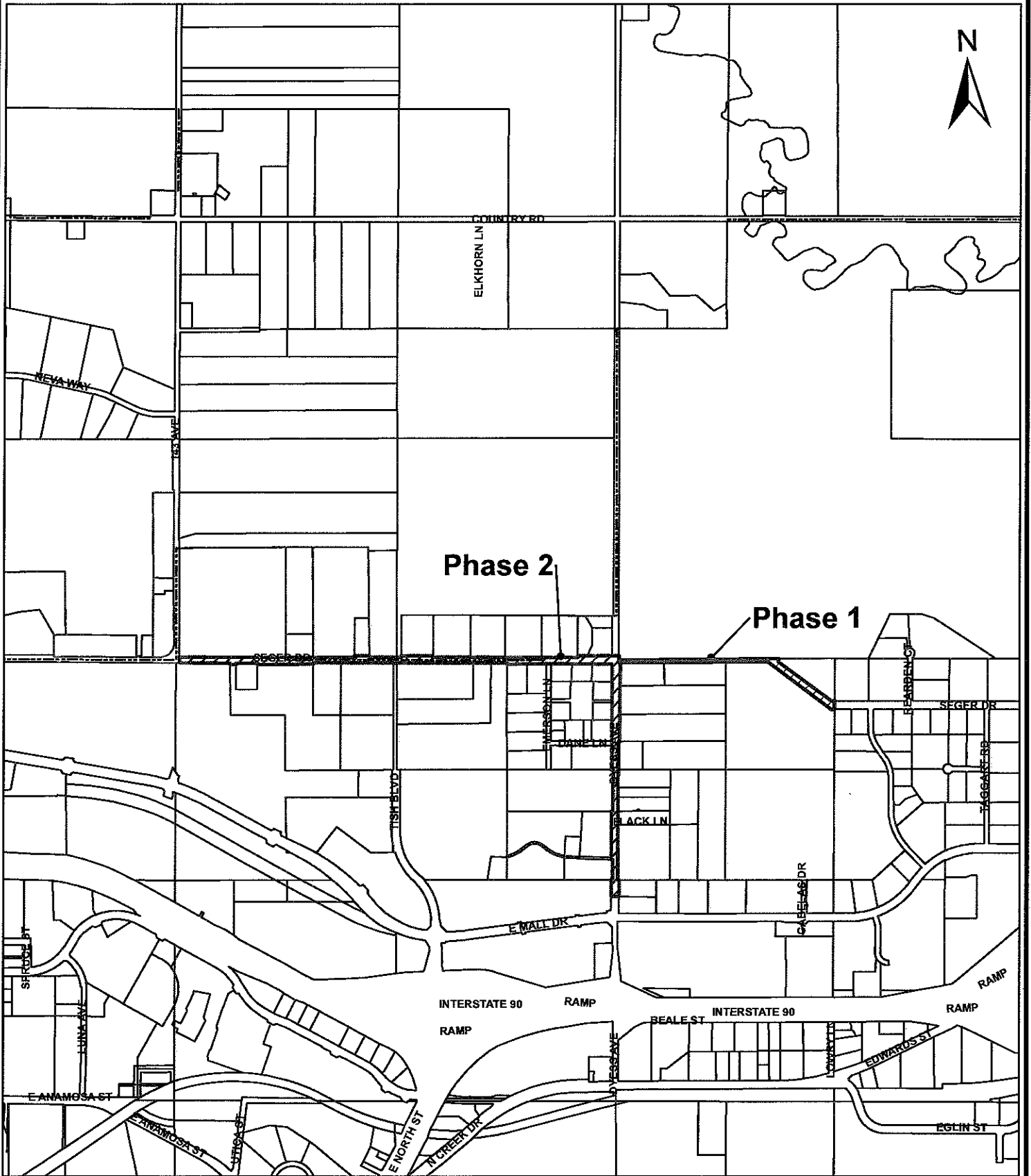
- 3.20. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 - 3.21. Maintain records for use in preparing Project documentation.
 - 3.22. Upon completion of construction furnish original set of all RPR Project documentation to **ENGINEER** and **OWNER**.
 - 3.23. Furnish to **ENGINEER** and **OWNER** 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** and **OWNER** proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - 3.25. Furnish to **ENGINEER** and **OWNER** copies of all inspection, test, and system startup reports.
 - 3.26. Report immediately to **ENGINEER** and **OWNER** 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 **OWNER** 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**, **OWNER**, 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 the Notice of Acceptability of the Work.
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** and **OWNER**.
 - 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.

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- 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 **OWNER** or Contractor.
- 4.6. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 4.7. Authorize **OWNER** 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**.

FIGURE 1

PW083011-14



SEGER DR. & DYESS AVE. SANITARY SEWER EXTENSION
PHASE 1 PROJECT NO. SS11-1946 **CIP NO. 50277-1.1**
PHASE 2 PROJECT NO. SS11-1947 **CIP NO. 50277-1.2**