

AMENDMENT NO. 1 TO THE AGREEMENT FOR CONSULTING SERVICES



McCLURE™

McCLURE ENGINEERING COMPANY

Project Name: Ankeny NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard

Project Number: 211008-010

Project Manager: Scott Port, P.E.

This Amendment is made this 6th day of February, 2023 and shall amend the Agreement dated the 7^h day of February, 2022, by and between *McClure Engineering Company*, of Clive, Iowa (herein referred to as "Consultant") and the *City of Ankeny* (hereinafter referred to as "Owner"), for the Project described as:

NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard

1. This Amendment is associated with additional Basic Services and Construction Services of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project.
2. This Amendment authorizes the Consultant and establishes fees for the phases stated herein. The Project Scope and Fees are detailed in Exhibit 'A'.
3. The increased amount of the **CONSULTANT's** compensation is \$395,300. The contract type is Time and Expense (NTE).

Attached Exhibits		Included	Not Included
Exhibit 'A'	Detailed Scope of Work and Fee Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'	Duties and Responsibilities of Resident Project Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SPECIAL INSTRUCTIONS:

IN WITNESS WHEREOF, the parties hereto have made and executed this **AMENDMENT** as of the day and year first above written.

OWNER: City of Ankeny, Iowa

By: _____

Mark E. Holm

Title: _____

Mayor

Attest: _____

Michelle Yuska

Title: _____

City Clerk

CONSULTANT: McClure Engineering Company

Signed: _____

Scott Port, P.E.

Title: _____

Team Leader

Exhibit A - Detailed Scope of Work Ankeny NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard Amendment #1

EXHIBIT C – SECTION 1. PROJECT DESCRIPTION

Modify the following subsection:

- J) The Project includes design of water main by the Consultant from immediately west of Private Drive to immediately west of NW Briargate Drive due to conflicts with utilities and cut within the project.

Add the following subsection:

- Q) The Project includes the design of the sign foundation of the Prairie Ridge Sports Complex sign as the sign is moving due to conflicts with the proposed 8-ft sidewalk.
- R) The Project includes design of the driveway on the east side of NW Ash Drive, immediately north of NW 18th Street and additional parking lot for the commercial driveway north of NW 18th Street and immediately west of N Ankeny Boulevard to accommodate the design and existing conditions.

EXHIBIT C – SECTION II, BASIC SERVICES

Modify the following subsection:

- E) Phase 500 – Final Design
 - 1) Task 501 – Final Design and Plans
 - (c) Check Plans
 - (xxi) MWM-Sheets (Water Main Plan and Profile) – MWM-sheets were added to the plan set due to adding water main design to the project due to conflicts.
 - (xxiii) V-Sheets (Sign Foundation) – V-sheets were added to the plan set due to adding the Prairie Ridge Sports Complex sign foundation to the project due to the sign needing to be relocated due to conflicting with the proposed sidewalk.
 - (e) Order of Magnitude Opinion of Probable Construction Costs
 - (ii) The Consultant developed an Opinion of Probable Construction Costs for the Owner that included construction costs to reconstruct the entire project sidewalk from 4-ft wide to 5-ft wide.
 - (iii) The Consultant developed an Opinion of Probable Construction Costs for the Owner that included construction costs to reconstruct the entire project for a 4-lane (full-build) section.
 - (h) Project Permitting
 - (ii) Iowa DNR Water Supply Section – Consultant applied for the Iowa DNR Water Supply Section Construction Permit Application. This includes the submittal of Schedule 1a, Schedule 1c, Schedule 2a, LUST Map, Signed Plans, and Transmittal Letter.
 - (j) Additional Design Services
 - (i) The Consultant designed water main from just west of the Private Drive to just west of NW Briargate Drive due to cut in the area and avoiding storm sewer conflicts. Additionally, water main was designed along Private Drive to tie into the existing water main. Detailed staging of water main construction, one (1) meeting with Ankeny Water Department, and correspondences with Ankeny Water Department are included. Opinion of Construction Costs and Estimate Reference Notes were provided for the water main improvements.
 - (ii) The Consultant designed the sign foundation for the Prairie Ridge Sports Complex sign as the Owner requested the sign to be moved as it conflicted with the proposed 8-ft sidewalk. Detailed calculations and research with supplier for sign size and weight was performed. V-sheets were added to the plans set that included detailed sign foundation drawings. Opinion of Construction

Costs were provided for the sign foundation improvements and Estimate Reference Notes were added.

- (iii) Due to a new development at the northwest corner of NW Briargate Drive and NW 18th Street intersection that had a different land use than originally scoped, the Owner requested that the Consultant redesign the intersection of NW Briargate Drive and NW 18th Street to accommodate a future southbound right turn lane. Adjustments were performed to the proposed sidewalk, NW Briargate Drive profile, subdrain, intersection line work, cross-sections, and modeling. Changes were requested during the Final Design process.
- (iv) Due to information obtained from the Fiber Optics Master Plan study, the Owner requested a change to the design of the fiber optics layout in the Project. The Consultant held two (2) meetings and re-designed the Project fiber optics layout. Changes were requested during the Final Design process.
- (v) Due to project limits expanding outside the original Project scope due to elevation differences and design requirements, additional driveway and parking lot design was required. This included the driveway and parking lot north of NW 18th Street on the east side of NW Ash Drive, the driveway and parking lot of Commercial Drive (north side of NW 18th Street), and driveway and parking lot along NW Briargate Drive (south of NW 18th Street).
- (vi) Utility Coordination
 - (a) The Consultant reviewed an additional three (3) utility relocation plans (original agreement scoped only 6 utility relocations) that were provided by the franchise utilities. Additionally, the Consultant held two (2) additional one-on-one meetings with individual utilities.
- (vii) The Consultant composed an irrigation letter to the property owners to inform them of the requirement of relocating irrigation systems within the right-of-way. The Owner stated that they will be sending the letters to property owners in January 2023.

G) Phase 600 – Construction Administration

Add the following subsection:

1) Task 601 – Construction Administration

- (a) Following the Owners' award of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project contract to the Contractor, the Consultant shall proceed with Construction Services, which are based on a mandatory six (6) day work week for a construction duration of 140 working days beginning March or April 2023.
- (b) The Consultant shall prepare monthly invoices for construction services based on time and expense charges for duration of the project which is expected to last up to ten (10) months.
- (c) The Consultant shall arrange and conduct one (1) preconstruction meeting with the Owner, Contractor, subcontractors, and utility companies to review the project scope and intent, details of construction, contract requirements, utility conflicts, and project schedule prior to construction. The Consultant will provide meeting minutes.
- (d) The Consultant will issue the Notice to Proceed.
- (e) The Consultant shall review shop drawings, material submittals, and other applicable submissions from the Contractor for compliance with the construction contract.
- (f) The Consultant shall conduct on-site weekly construction meetings with the Contractor and prepare meeting minutes. It is estimated that 30 weekly meetings will be held.
- (g) The Consultant shall prepare partial payment applications, change orders, and make recommendations to the Owner for their acceptance. Ten (10) Contractor payment applications and five (5) Change Orders are included in this Scope of Services.
- (h) The Consultant shall notify the Owner of any observed work, which does not conform to the construction contract, make recommendations to the Owner for the correction of nonconforming

work and, at the request of the Owner, see that these recommendations are implemented by the Contractor.

- (i) The Consultant shall answer Contractor's questions and provide clarification on questions from the Owner and Contractor.
- (j) The Consultant shall perform six (6) separate substantial completion walkthroughs and two (2) final completion project walkthroughs. This includes:
 - 1. Site A – Substantial Completion: One (1) walkthrough will be conducted to determine if the work is substantially complete while developing a punch list. One (1) walkthrough is to review the punch list is complete for substantial completion.
 - 2. Site C – Substantial Completion: One (1) walkthrough will be conducted to determine if the work is substantially complete while developing a punch list. One (1) walkthrough is to review the punch list is complete for substantial completion.
 - 3. Entire Project – Substantial Completion: One (1) walkthrough will be conducted to determine if the work is substantially complete while developing a punch list. One (1) walkthrough is to review the punch list is complete for substantial completion.
 - 4. Entire Project – Final Completion: One (1) walkthrough will be conducted to determine if the work is fully complete while developing a punch list. One (1) walkthrough is to review the punch list is complete for full completion.
- (k) The Consultant shall prepare the Certificate of Completion for the Project.
- (l) If the Contractor exceeds the estimated working and/or calendar days in completing construction of the Project, or if change orders or Project additions require additional working days, the Consultant will be compensated for administration, observation, and staking services based on established hour rates and fixed expenses outlined in the Consultant's Standard Fee Schedule.

Add the following subsection:

- 2) Task 603 – Traffic Signal and Fiber Optic Construction Administration
 - (a) Attend a preconstruction conference for the project with the Owner, Contractor, and utility companies to discuss Project requirements, construction details, potential conflicts, and work schedule.
 - (b) Review traffic signal and fiber optic shop drawings and submittals for compliance with the Project's Contract Documents.
 - (c) Respond to Owner or Contractor questions regarding the traffic signal and fiber optic installation. Prepare change orders, as needed.
 - (d) Perform not more than six (6) field visits during construction to observe traffic signal and fiber optic construction and assist in resolving any construction issues. Provide punchlist, as needed.
 - (e) Attend initial turn-on of the traffic signal installation and assist with timing adjustments, as needed.
 - (f) Review fiber optic OTDR test reports for compliance with specifications.
 - (g) Conduct an on-site review of the completed traffic signal and fiber optic installation prior to final acceptance of the Project.
 - (h) Prepare Record Drawings showing known changes to the traffic signal and fiber optic installation during construction.

Modify the following subsection:

- H) Phase 650 – On-site Project Representative
 - 1) Task 621 – Resident Project Representative
 - (a) The Consultant shall provide a Resident Project Representative (RPR) to verify construction observation services for the Owner and at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the

construction work are in general compliance with the Contract Documents. It is assumed that construction observation will be performed at full-time at approximately 8-hours per day for 140 working days, unless otherwise noted herein. If the Contractor exceeds the estimated working and/or calendar days in completing construction of the Project, or if change orders or Project additions require additional working days, the Consultant will be compensated for on-site project representative services based on established hour rates and fixed expenses outlined in the Consultant's Standard Fee Schedule.

- (a) The Consultant's RPR staff shall attend one (1) preconstruction conference and subsequent on-site meetings during construction as necessary. It is assumed that 30 on-site meetings in this Scope of Services.
 - (b) The Consultant shall verify materials provided by the Contractor are in accordance with the plans and specifications.
 - (c) The Consultant shall periodically check grade and subgrade preparation elevations and review with the Contractor any deficiencies in the subgrade prior to paving. The Consultant shall observe moisture and density tests.
 - (d) The Consultant shall observe traffic control operations to ensure compliance with the Contract Documents.
 - (e) The Consultant shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.
 - (f) The Consultant shall prepare a weekly report of working days using the Owner's template and provide to the Owner for review prior to issuing to the Contractor. It is assumed that 30 weekly reports will be completed.
 - (g) The Consultant shall provide periodic observation for the construction for storm sewer installation. The Consultant shall spot check line and grade. The Consultant shall observe and document trench compaction testing. The Consultant shall observe, and document all required testing, including video inspection review.
 - (h) The Consultant shall provide periodic observation for the construction for water main installation. The Consultant shall spot check line and grade. The Consultant shall observe and document trench compaction testing. The Consultant shall observe, and document all required testing.
 - (i) The Consultant shall be on-site full-time during roadway, driveway, and sidewalk paving operations as well as signal foundation pouring operations. Air tests and compressive strength test cylinders will be required to be completed by an independent laboratory provided by the Contractor. Testing shall be overseen by the Consultant.
 - (j) If directed by the Owner, the Consultant shall mark locations and observe the cutting of all thickness cores, to be cut by others.
 - (k) The Consultant shall periodically observe sawing and sealing of joints.
 - (l) The Consultant shall periodically observe all surface restoration.
 - (m) The Consultant's RPR staff shall attend the project walkthrough and shall assist the Owner's staff in developing a final punch list and verify completion of items for acceptance.
- l) Phase 700 – Survey Services
Modify the following subsection:
1) Task 701 – Survey Services
(a) Expanded Topographic Survey Limits
(vi) During design, additional topographic survey was required to provide appropriate tie-ins for the design of the project. This included additional survey at the Veterinary Clinic (301 NW 18th Street), Commercial Drive entrance (north side of NW 18th Street parking lot), additional utility

flow lines due to expanded limits of construction, and existing fiber optic infrastructure outside of the original project area.

Replace the following subsection:

- 2) Task 712 – Acquisition Plats and Legal Description
 - (a) Acquisition and Permanent Easement Plats
 - (ii) Temporary Easement Exhibits
 - (a) The ENGINEER will provide Temporary Construction Easement exhibits for each parcel requiring temporary construction easements for the PROJECT.
 - (b) The following table summarizes the PROJECT plats and exhibits for which had been developed:

Owner Name Parcel Address/Location	Fee Title	Temp. Ease.	Perm. Ease.
Stonecrest Meadows Townhouse Association, Inc. Outlot X Stonecrest Meadows Townhomes Plat 1	1	1	
Hale Development Company, LLC Lot 1 Georgetown Plat 9	1	+ 2	
Denny Elwell Family LC 1802 N Ankeny Blvd		1	
Maples Condos LC 1800 N Ankeny Blvd		1	
City of Ankeny 410 W 1 st Street		+ 0	+ 0
James McNamara 1622 NW Maple Pl	1	1	
D&M Associates, LLC 401 NW 18 th Street		1	
Riordan Partners, LLC 301 NW 18 th Street	1	1	
DLE Seven LLC 205 NW 18 th Street	1	1	
DLE Seven LLC 1730 N Ankeny Blvd		1	
Pranati Vaddadi & Yasasvy Nanyam 1705 NW Wagner Blvd		-0 1	
Ankeny Community School District		0 1	
Sean and Shelby Shafer 501 NW 19 th Street		0 1	
William B. & Kirsten Goble 610 NW 18 th Street		0 1	
Total	5	+0 14	+ 0

Add the following subsection:

- 2) Task 760 – Construction Staking
 - (a) The Consultant shall provide all construction staking for the Project. The Construction Documents state the Consultant shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that must be replaced, will be at the

Contractor's expense.

- (b) The Consultant will set control points as needed during construction.
- (c) The Consultant shall provide staking of:
 - (ii) Right-of-way and temporary easements.
 - (iii) Existing pavement removals.
 - (iv) Storm sewer pipe, structure, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).
 - (v) Sanitary sewer structure adjustments (SUDAS station location offsets with rim elevations)
 - (vi) Hydrant locations, water main pipe, water main critical crossings, water main valves, and fittings (centerline pipe, top of pipe elevations, and hydrant structure offsets).
 - (vii) Traffic signal poles, handholes, and cabinets, including fiber optic handholes (center locations with offsets and elevations).
 - (viii) Roadway and turn lane pavement pave-throughs and intersection back of curb (paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).
 - (ix) Driveway pavement (paving hubs staked on 25' intervals and points of deflection, top of slab elevation).
 - (x) ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge and corner offsets with elevations).
 - (xi) Light Poles (center light pole bases with offsets).
 - (xii) Prairie Ridge Sports Complex sign foundation.

Add the following subsection:

3) Task 761 – Monument Preservation

- (a) The Consultant shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include, but not be limited to, identifying the existing monuments within the project corridor and replacing any monument disturbed or removed at its preserved position. The results of this survey will be provided to the Owner for their record and recorded with the Polk County Recorder's Office.

J) Phase 800 – Project Closeout

Modify the following subsection:

1) Task 801 – Project Closeout

- (a) The Consultant shall prepare and furnish as-built record drawings for the Project. Such record drawings may contain a waiver of liability phrase regarding unknown changes made by the Contractor without Owner/Consultant approval.
- (b) The Consultant shall provide information in accordance with the Owner's Pre-Construction and Post Construction Submittal requirements for all Public and Private Projects (effective 07-01-2021). Features include:
 - (i) Water main fittings (bends, tees, crosses, reducers) and signal and fiber optic conduits – at the time of construction.
 - (ii) Storm sewer, subdrain, sanitary sewer, and water main above ground structure data.
 - (iii) Traffic signal poles, push button poles, cabinet, and handhole location data.
 - (iv) Fiber optic handholes and conduit location data.
 - (v) Street signs/posts.
- (c) The Consultant shall provide pedestrian ramp as-built forms using Owner's template.

K) Phase 850 - Project Management and Coordination

1) Task 851 – Project Management and Coordination

- (a) Project Management:

- (ii) The ENGINEER provided eleven (11) monthly progress reporting and project invoices to the OWNER. Credit the Owner one (1) monthly progress report as the original agreement had twelve (12) monthly progress reports.
- (d) Project Information Meeting
 - (i) The ENGINEER conducted one (1) project information meeting that was attended by two (2) staff members of the ENGINEER. Credit the Owner one (1) staff member as original agreement had three (3) staff members.

L) Phase 950 – Subconsultants and Fees

Modify the following subsection:

1) Task 970 – Reimbursable Permit and Publication Fees

(b) Iowa DNR Water Supply Section – Construction Permit Application was included on the Project.

III) FEES:

Replace Article III as follows:

A) Basic Services:	Base Agreement	Amend. 1	Total
1) Phase 100 – Preliminary Planning and Reports	\$ 0	\$ 0	\$ 0
2) Phase 200 – Existing Conditions	\$ 0	\$ 0	\$ 0
3) Phase 300 – Funding	\$ 0	\$ 0	\$ 0
4) Phase 400 – Preliminary Design			
(a) Task 401 – Preliminary Design and Plans	\$105,800	\$ 0	\$105,800
(b) Task 413 – Geotechnical Design	\$ 7,400	\$ 0	\$ 7,400
5) Phase 500 – Final Design			
(a) Task 501 – Final Design and Plans	\$108,200	\$ 27,600	\$135,800
(b) Task 512 – Traffic Signal and Fiber Optics Interconnect Design	\$ 49,200	\$ 0	\$ 49,200
6) Phase 590 – Land Acquisition	\$ 1,400	\$ 0	\$ 1,400
7) Phase 600 – Construction Administration			
(a) Task 601 – Construction Administration	\$ 0	\$ 70,400	\$ 70,400
(b) Task 602 – Advertising, Bidding, and Contract Award	\$ 3,700	\$ 0	\$ 3,700
(c) Task 603 – Traffic Signal and Fiber Optic Construction Administration	\$ 0	\$ 16,900	\$ 16,900
8) Phase 650 – Onsite Project Representative	\$ 0	\$208,900	\$208,900
9) Phase 700 – Survey Services			
(a) Task 701 - Survey Services (General)	\$ 16,200	\$ 3,500	\$ 19,700
(b) Task 712 – Acq. Plats and Legal Descriptions	\$ 13,300	\$ 1,950	\$ 15,250
(c) Task 760 – Construction Staking	\$ 0	\$ 54,100	\$ 54,100
(d) Task 761 – Monument Preservation	\$ 0	\$ 4,900	\$ 4,900
10) Phase 800 – Project Closeout	\$ 0	\$ 7,200	\$ 7,200
11) Phase 850 – Project Management & Coordination	\$ 34,100	\$ (300)	\$ 33,800
12) Phase 950 – Subconsultant and Reimbursable Fees			
(a) Task 961 – Geotechnical Borings (Terracon)	\$ 14,300	\$ 0	\$ 14,300
(b) Task 962 – Subsurface Utility Exploration (Sub.)	\$ 30,900	\$ 0	\$ 30,900
(c) Task 970 – Permit and Publication Fees	\$ 500	\$ 150	\$ 650
Not to Exceed Fee:	\$385,000	\$395,300	\$780,300

- **Item in Bold are Construction Services Only = \$362,400**

IV) TIMELINE:

Add the following subsection:

- C) The Consultant completed the Preliminary Design, Final Design, Advertising, Bidding, and Contractor Award, Survey Services, Acquisition Plats and Legal Descriptions, Project Management and Coordination, Geotechnical Borings, Subsurface Utility Exploration in order to accommodate the December 13, 2022 bid letting. The Construction Administration, On-site Project Representative, Construction Staking, Monument Preservation, and Project Closeout shall be completed following completion of all construction on a planned six (6) day work week within 140 working days anticipated to commence no earlier than March 27, 2023, and no later than April 17, 2023. If changes are made to this schedule, the Consultant shall submit changes to the Owner for approval.

V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

Replace Article V as follows:

- A) Joint utility trench design.
- B) Septic system reconstruction plans.
- C) Environmental and/or Cultural Review and Assessment.
- D) Drainage Report or Drainage Memorandum
- E) Irrigation (lawn sprinkler) restoration plans or specifications.
- F) Media correspondences and public outreach planning documents.
- G) Boundary retracement of existing lots to set missing monuments.
- H) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- I) Appraisal fees and condemnation services.
- J) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
- K) Grant Administration.
- L) Preparation of bidding or contract documents for alternate bid prices.
- M) Record drawings.
- N) Construction material testing services.
- O) Hazardous materials investigations and testing.
- P) Other permits not indicated within this scope.
- Q) Any permit and publication fees associated with permit applications except as noted.
- R) Project management and coordination tasks beyond that scheduled project completion period.
- S) Special meetings and meetings not outlined in the Scope of Services.
- T) Other services not specifically outlined in this Agreement.
- U) Coordination and meetings with property owners, local interest groups, or public.
- V) Costs associated with project delay or scope changes outside of the control of the Consultant.
- W) Design plan modifications requested by the Owner or Contractor during construction.

EXHIBIT B

MCCLURE ENGINEERING COMPANY

A LISTING OF THE DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)



CONSULTANT shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist **OWNER** in observing performance of the Work of the Contractor.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, **CONSULTANT** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the Work; but, the furnishing of such services will not make **CONSULTANT** responsible for or give **CONSULTANT** control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for **CONTRACTOR**'s failure to perform the Work in accordance with the Contract Documents.

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

1. GENERAL

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

2. DUTIES AND RESPONSIBILITIES OF RPR

- A. *Conferences and Meetings:* Attend meetings with **CONTRACTOR**, such as pre-construction conferences, progress meetings, job conferences and other project- related meetings.
 - i. Liaison:
 - 1. Serve as **OWNER**'S liaison with **CONTRACTOR**, working principally through **CONTRACTOR**'s superintendent and assist in understanding the intent of the Contract Documents; and assist **OWNER** in serving as **OWNER**'S liaison with **CONTRACTOR** when **CONTRACTOR**'s operations affect **OWNER**'S on-site operations.
 - 2. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the Work.
- B. Shop Drawings and Samples:
 - i. Receive samples that are furnished at the site by **CONTRACTOR** and notify **OWNER** of availability of samples for examination.
 - ii. Advise **OWNER** and **CONTRACTOR** of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by **OWNER**.
- C. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - i. Conduct on-site observations of the Work in progress to assist **OWNER** in determining if the work is in general proceeding in accordance with the Contract Documents.
 - ii. Report to **OWNER** whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **OWNER** of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - iii. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that **CONTRACTOR** maintains adequate records thereof; and observe, record and report to **OWNER** appropriate details relative to the test procedures and startups.
 - iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to **OWNER**.

- D. *Interpretation of Contract Documents:* Report to **OWNER** when clarifications and interpretations of the Contract Documents are needed and transmit to **OWNER** clarifications and interpretations as issued by **OWNER**.
- E. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to **OWNER**. Transmit to CONTRACTOR decisions as issued by **OWNER**.
- F. Records:
 - i. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. **OWNER'S** clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - ii. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to **OWNER**.
 - iii. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- G. *Reports:*
 - i. Furnish **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.
 - ii. Consult with **OWNER** in advance of schedule major tests, inspections or start of important phases of the Work.
 - iii. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to **CONSULTANT** Change Orders, Work Directive Changes and Field Orders.
 - iv. Report immediately to **OWNER** upon occurrence of any accident.
- H. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to **CONSULTANT**, 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.
- I. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to **OWNER** for review and forwarding to **OWNER** prior to final payment for the Work.
- J.

3. LIMITATIONS OF AUTHORITY

- A. Resident Project Representative:
 - i. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by **OWNER**.
 - ii. Shall not exceed limitations of **OWNER'S** authority as set forth in the Contract Documents.
 - iii. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
 - iv. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
 - v. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - vi. Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.
 - vii. Shall not authorize **OWNER** to occupy the Project in whole or in part.
 - viii. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by **OWNER**.