



Request for Proposal

Resident Project Representative Services for the Sonora Wastewater Treatment Facility

The Tuolumne Utilities District (District) is seeking a Resident Project Representative to oversee the construction of a new Wastewater Treatment Facility located at 1400 Southgate Drive in Sonora in Tuolumne County. The new treatment facility will be capable of treating 5.0 MGD of Max Day Flow and will be replacing the District's existing treatment facility. It is the District's intention to begin construction of the new wastewater treatment facility in the Summer/Fall of 2021 with a construction duration of around eighteen (18) months. The Resident Project Representative shall be on-site every day during active construction for the duration of the project. The estimated cost of the new facility is approximately \$25 Million and will be funded by a combination of District customer rates, loans, and grants.

Engineering Services

Engineering services are not a part of this Request for Proposals. The District will be executing a separate contract for Engineering Services. The Resident Project Representative will be working closely with the District's consulting engineer, Pacific Advanced Civil Engineering (PACE).

Scope of Services

The services requested are included in Exhibit D - Duties, Responsibilities, and Limitations of Authority of Resident Project Representative. In addition to the Scope of Services outlined in Exhibit D, the District requests to have the selected firm participate in reviewing pre-bid documents, the plan set for bid, and also to participate in the pre-bid meeting to thoroughly familiarize themselves with the project prior to starting construction.

The General Contractor will provide office space and utilities for the Resident Project Representative to use during the duration of the project.

Qualifications

- The Resident Project Representative shall have at least three (3) years of experience in construction work of a type similar to that for which is being proposed, including size and dollar value.
- The Resident Project Representative shall have a thorough and current knowledge of building materials and state and local codes and standards.
- The Resident Project Representative shall be knowledgeable in construction methods and procedures of all construction activities including earthwork, electrical, mechanical, poured in place concrete work, welding procedures, heavy civil construction, and all finishes.
- The Resident Project Representative shall have the ability to read and understand plans and specifications for all disciplines being proposed in the project.



- The Resident Project Representative shall be proficient in writing daily reports and have the ability to send and receive documents from common computer programs such as MS Word, MS Excel, and Adobe.
- The Resident Project Representative shall have the ability to communicate with all parties, both written and orally, in a professional manner and to carry out the duties of inspection.
- The Resident Project Representative shall have strong organizational, conflict resolution, problem solving, and record keeping skills.
- Municipal project experience is a plus.

Proposals Requested

The District is requesting a fee proposal for this project. Proposals shall include, but are not limited to, the following:

Fee proposal

- Schedule of hourly rates
- Identify the years of experience of the firm and the person who will be assigned the work
- Resume for the Resident Project Representative
- Resident Project Representative's relevant experience
 - Project Name and Construction Duration
 - Project Value
 - Project Owner
 - Project Reference
 - Contact Name
 - Email
 - Phone Number
- Resident Project Representative References

The District intends to enter into an Agreement toward the end of January of 2021 and immediately thereafter, have the Resident Project Representative start reviewing pre-bid documents and plans. At the District's discretion, interviews may be conducted to assist in selection of the Resident Project Representative.

Submit proposal to the District by 2:00 p.m., January 8, 2021. Proposals may be submitted by email to jbatt@tudwater.com. Please request a delivery and read receipt with any email submissions.

Contact:

Jennifer L. Batt
Associate Engineer
(209) 532-5536 ext. 526
jbatt@tudwater.com

Submit Proposal To:

Tuolumne Utilities District
Attn. Jennifer L. Batt
18885 Nugget Blvd.
Sonora, CA 95370

If you have any questions or desire a field-review of the project site, please contact Jennifer Batt.

EXHIBIT A – Sonora Wastewater Treatment Plant Upgrade Exhibit Map

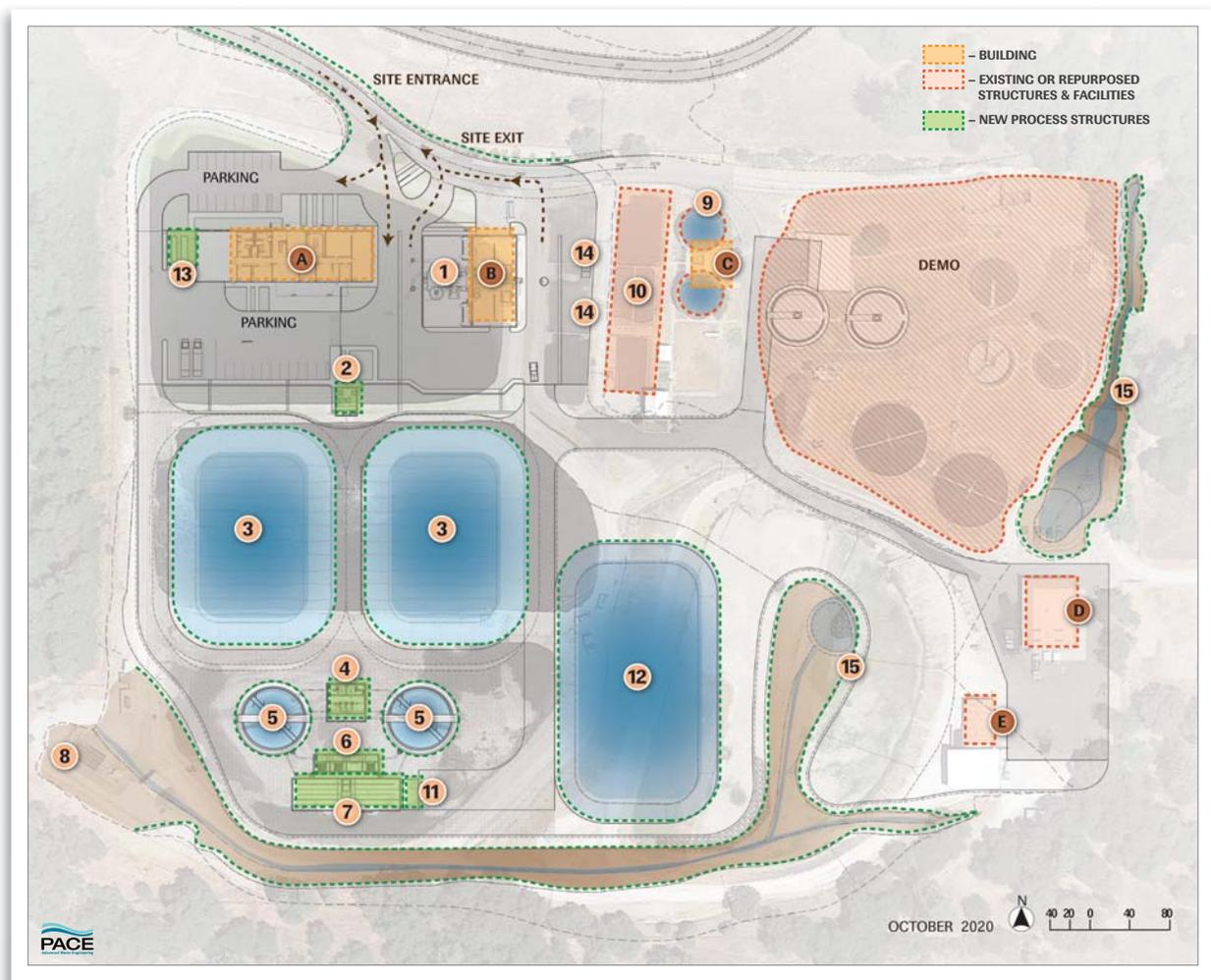


SONORA WASTEWATER TREATMENT PLANT

2021 UPGRADE

Tuolumne Utilities District
 18885 Nugget Blvd
 Sonora, CA 95370

The upgrades to the Sonora Regional Wastewater Treatment Plant increased the treatment capacity and improved the effluent quality to meet regulatory permit requirements for future population growth. The facility treats 5.0 MGD of Max Day Flows.



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| <ul style="list-style-type: none"> A Admin, Elect, and Blower Building B Biosolids Building C Digester Building D Renovated Existing Maint. Building E Renovated Existing Maint. Building 1 Headworks 2 North Process Station | <ul style="list-style-type: none"> 3 Secondary Treatment - Biological Basins 4 South Process Station 5 Secondary Clarifiers 6 Tertiary Filtration 7 Chlorine Contact Station 8 Downstream Connection To Effluent Distribution | <ul style="list-style-type: none"> 9 Renovated Aerobic Sludge Digestion 10 Repurposed Existing Sludge Drying Bed 11 New Chemical Storage 12 New Emergency Storage Basin 13 New Generator Location 14 Septage Receiving Stations - A & B 15 New Drainage |
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Exhibit B – Standard Agreement for Consulting Services



**TUOLUMNE UTILITIES DISTRICT
STANDARD AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT, made by and between, Tuolumne Utilities District, California, sometimes referred to in these Contract Documents as "District", "TUD", or "Owner", and _____ referred to in these Contract Documents as "Consultant":

RECITALS

WHEREAS, District desires to obtain services from Consultant as specified in Section 1; and

WHEREAS, Consultant is duly licensed, qualified and equipped to perform said services for the benefit of District; and

WHEREAS, the performance of such services by Consultant has been determined by District to be in the public interest.

NOW, THEREFORE, District and Consultant agree as follows:

1. **Scope of Work.** District engages the services of Consultant as an independent contractor to perform the work and render the services described in Exhibit A attached hereto and in Consultant's Proposal to District dated _____ attached hereto as Exhibit B (hereinafter referred to as the "Work"), both of which are incorporated. The Work is generally described as follows: _____. Consultant shall (a) provide all labor, equipment, material, supplies, advice, consultation, analysis, administration, and preparation of policies, procedures and documents required or necessary to properly, competently and completely perform the Work; (b) determine the method, details and means of doing the Work; and (3) perform the Work in a manner commensurate with the professional standards of qualified and experienced personnel under similar circumstances at the same time in Tuolumne County in Consultant's field.

2. **Payment.** In exchange for the Work, District shall pay to Consultant a fee based on:

_____ The total fee for the Work shall not exceed \$_____, without further approval of the District. This fee shall include all of Consultant's costs and expenses related to the Work. At the end of each, Consultant shall submit to District an invoice for the Work performed which shall specifically describe the details of the Work performed for which compensation is requested, and itemize the actual time expended by Consultant in providing such work, if applicable. If the Work is satisfactorily completed and the invoice is accurately computed District shall pay the invoice within forty-five (45) days of its receipt. There shall be no compensation for extra or additional work or services by Consultant other than those specifically described in Section 1 hereof, unless approved in advance in writing by District.

3. **Term.** This Agreement shall continue in effect until completion of the Work to the satisfaction of District unless sooner terminated as provided below. *Select one:*

_____ Consultant shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

_____ Consultant shall complete the Work no later than _____, 20____. This deadline may be extended by District for good cause shown by Consultant.

A. Time is of the essence in this Agreement, however, Consultant has no control over District's or regulatory agency's review schedule or approval process.

B. This Agreement may be terminated for any or all portions of the Work by either party upon written notice to the other party in the event of a substantial failure of performance by such other party; or if District, by resolution of its Board of Directors, should deem it necessary or desirable to abandon or indefinitely postpone the prosecution of any part or all the Work.

C. In the event of such abandonment, postponement or default by District, District shall pay to Consultant as full payment for all services performed and all expenses incurred under this Agreement to the time of termination, in an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by Consultant bear to the total services necessary for the full performance of the Work. There shall be deducted from such amount, however, all payments heretofore made by District to Consultant under this Agreement. In ascertaining the services actually rendered hereunder up to the date of such termination of this Agreement, consideration shall be given to both completed services and services in the process of completion as detailed in the consultant's scopes of work and addendums and work plans approved by regulatory agencies.

D. In the event of default in performance by Consultant, the provisions of Section 4 hereof shall apply.

4. **Default by Consultant.** If Consultant fails to expeditiously advance the Work, or performs work that does not comply with the requirements of this Agreement, or fails to perform any task or produce any documents required by this Agreement, or is guilty of any other material breach of the terms of this Agreement, District shall suspend payment until such time as the default is remedied by Consultant and if such default is not corrected within 30 days, notify Consultant in writing that District terminates Consultant's right to perform all or any portion of the Work. Consultant hereby agrees to pay District all damages sustained as a result of default by Consultant. If District terminates Consultant's right to perform the Work, District may have the work performed by others and charge the cost to Consultant. The cost of completion by District shall include reasonable reimbursement for additional executive and administrative expenses along with all damages for delay and other damages sustained by District as a result of Consultant's default. If the cost and expense of completing the Work, when added to the sum of amounts previously paid to Consultant under this Agreement and any amounts due but unpaid to Consultant at the time of such termination, exceed the contract price, District may deduct the amount of the excess from any such amounts then due Consultant. If the amount of such excess is larger than the amounts then due Consultant, Consultant shall immediately pay such excess or the balance thereof to District.

5. **Ownership of Documents.** Every document prepared by Consultant under this Agreement shall become the property of District. By this Agreement, Consultant transfers all of its right, title and interest in such documents to District, except that Consultant retains license to keep copies of documents that become publicly available during the scope of the project. Any documents retained by Consultant shall only be used to defend the Work during the term of this Agreement and no other purpose after the term of this Agreement. To the extent any document prepared under this Agreement constitutes a copyrightable work, the Work under this Agreement shall be considered a work for hire and by this Agreement Consultant shall be deemed to transfer all rights, title and interest in the copyrightable work to District, including the exclusive copyright excepted as noted above. Documents prepared by Consultant under this Agreement shall not be provided by Consultant to any other persons or entity without District's prior written approval.

6. **Compliance with Laws.** Consultant shall exercise due professional care to perform the Work in compliance with all applicable federal, state and local laws and regulations regarding safety of persons and property and their protection from damage, injury or loss, including applicable Cal-OSHA regulations. Consultant also shall possess and maintain all permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all laws and regulations as required by local, state and federal agencies regarding nondiscrimination including, but not limited to, Title VII of the Civil Right of 1964, the Americans with Disabilities Act, the Age Discrimination Employment Act of 1967, and the California Fair Employment and Housing Act. The Consultant is aware of the District's anti-harassment policy and agrees to abide by the policy, practices and procedures set forth and established by the District. Consultant is only responsible for the safety of Consultant's employees, subcontractors, and other persons under its direction and control. Consultant is not responsible to ensure that persons other than its employees, subcontractors, or other persons not under its direction and control comply with all applicable federal, state and local laws and regulations.

7. **Indemnification.** Consultant shall indemnify, defend and hold harmless the District against liability for damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant's obligations under this section shall be enforced to the fullest extent of the law, as provided or otherwise limited by Civil Code section 2782.8.

District shall indemnify and hold harmless the Consultant against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent such arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the District.

8. **Insurance.** A. Types and Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this agreement the following types and limits of insurance:

Type	Limits	Scope
Commercial Public Liability and Property Damage	\$1,000,000 per Occurrence	at least as broad as ISO CG 0001
Automobile Liability	\$1,000,000 per Accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' Compensation	Statutory Limits	
Employers' Liability	\$1,000,000 per Accident	

B. Other Requirements. The public liability, property damage and automobile liability insurance furnished by Consultant shall name District as an additional insured and shall directly protect, as well as provide the defense for District, its officers, agents and employees as well as Consultant, and its agents, and employees, if any, from all suits, actions, damages, losses or claims to which they may be subjected by reason of, arising from, or resulting from Consultant's operations in the performance of the Work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Consultant. Said insurance shall also specify that it acts as primary insurance and District's insurance shall not contribute with Consultant's insurance. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

C. Consultant shall be permissibly self-insured or shall carry full workers' compensation coverage for all persons employed, either directly or through subcontractors, in carrying out the Work contemplated by this Agreement and in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California. If Consultant fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 5 of this Agreement.

D. Consultant agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Agreement and all endorsements substantiating coverage of District and its agents and employees as additional insured. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District.

Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after District shall receive notification of such cancellation or reduction.

9. **Independent Contractor.** The parties hereto agree that at all times during the term of this Agreement Consultant, Consultant's employees and agents hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of District. Consultant shall have control over the means, methods, techniques, sequences, and procedures for performing and coordinating the Work required by this Agreement. District shall have the right to control Consultant only insofar as the result of Consultant's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third parties are employed or contracted by Consultant, such employees or subcontractors shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or contract shall be determined by Consultant, and District shall have no right or authority over such persons or the terms of their employment or contract.

Therefore, neither Consultant or any third persons employed by or contracted by Consultant to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from District should Consultant or any of its employees or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Consultant nor any third persons or contractors employed by Consultant

shall be entitled to any other benefits payable to employees of District. Consultant hereby agrees to defend and hold District harmless from any and all claims that may be made against District based on any contention by any third party that an employer/employee relationship exists or that a contractual relationship exists between District and that third party by reason of this Agreement.

Consultant represents that it, and its employees and contractors, if applicable, are properly licensed and will remain so during the progress of the Work contemplated by this Agreement.

10. Parties' Responsibilities. District shall provide access to and/or obtain permission for Consultant to enter upon property, whether or not owned by District, as required to perform and complete the Work. Consultant will operate with reasonable care to minimize damage to the Work site. The cost of repairing such damage will be borne by Consultant.

Consultant shall be responsible to determine the existence and location of all subsurface structures, such as pipes, tanks, cables, and utilities within the Work site, and be responsible for any damage inadvertently caused by Consultant.

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement, Consultant will notify Client in writing of these changed conditions. Depending upon the circumstances, District and Consultant may renegotiate in good faith the terms and conditions of this Agreement.

11. Entire Agreement. This writing and the documents incorporated herein by reference as Exhibits A and B, represent the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

12. Successors and Assignment. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of District.

13. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

14. Severability. If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

15. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

16. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

17. In witness whereof. The effective date of this Agreement shall be the last date this Agreement is executed either by the Contractor or Owner.

District: Tuolumne Utilities District
18885 Nugget Blvd.
Sonora, California 95370
Attention: General Manager

Consultant: _____

Attention: _____

Any party may change its address by notifying the other party of the change in the manner provided above.

18. **Attorneys Fees.** In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorneys fees from the other party to the fullest extent of the law, and as may be limited by section 7 above.

CONSULTANT

Signature

Date

Printed Name/Title

TUOLUMNE UTILITIES DISTRICT

Edwin R. Pattison
General Manager

Date

ATTEST:

Melissa McMullen
Executive Secretary/Board Clerk

Date

Exhibit C – Not Used

**Exhibit D – Duties, Responsibilities, and Limitations of
Authority of Resident Project Representative.**

This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Resident Project Representative Engineer for Professional Services** dated [] .

~~**[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2.]**~~

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER RESIDENT PROJECT REPRESENTATIVE

D1.01 Resident Project Representative

- A. Owner ~~Engineer~~ shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, RPR ~~Engineer~~ shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, RPR ~~Engineer~~ shall not, ~~as a result of such RPR observations of the Work,~~ supervise, direct, or have control over the Work, nor shall RPR ~~Engineer~~ (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The RPR ~~Engineer~~ (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. ~~In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.~~
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. 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.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, 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.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. 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.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* 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.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents 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.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (~~Exhibit E~~).
- D. Resident Project Representative shall not:
- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8. Authorize Owner to occupy the Project in whole or in part.