

APPENDIX A

**Infrastructure Development Agreement for Projects
Submitted to LFUCG on or after January 1, 2001**

This Agreement is made and entered at Lexington, Kentucky this _____ day of _____
by and between:

_____ hereinafter referred to as the Developer (whether an individual, partnership, or corporation);

_____ hereinafter referred to as the Engineer (whether an individual, partnership, or corporation); and the Lexington-Fayette Urban County Government, hereinafter referred to as LFUCG.

Whereas the Developer intends to develop a parcel of land in Fayette County known as:

_____ hereinafter referred to as the Project; and whereas the Developer intends to construct infrastructure that will be owned, operated, and maintained by the LFUCG (or regulated by the LFUCG);

Whereas the Engineer has been retained by the Developer to provide planning, design, and construction phase engineering services related to the infrastructure, including the provision of a Resident Project Representative;

Whereas the LFUCG intends to furnish urban services to the above described Project and will, upon transfer of ownership to the LFUCG of the infrastructure necessary to provide the services, undertake the operation and maintenance of said infrastructure.

Therefore, the Developer, the Engineer, and the LFUCG agree as follows:

The LFUCG shall:

1. Comply with the requirements of the Procedures Manual for Infrastructure Development.
2. Make decisions and carry out its responsibilities in a timely manner so as not to delay the services of the Engineer or the Developer

The Developer shall:

1. Comply with the requirements of the Procedures Manual for Infrastructure Development.
2. Negotiate the fee for the services of the Engineer. The services of the Engineer shall be provided at the Developer's sole cost. If the Developer changes engineers, the Developer shall notify the Division of Engineering and a new Agreement shall be executed among the LFUCG, Developer, and the Developer's replacement engineer, in which event the Engineer shall have no further obligations under this Agreement.

3. Select a Construction Contractor to construct the infrastructure in accordance with the Contract Documents. The Developer shall bear the full cost for the services of the Construction Contractor.
4. Conduct periodic inspections of the Work during construction to ensure that the Work is proceeding satisfactorily.
5. Deliver to the Division of Engineering a Performance/Warranty Surety in accordance with the requirements of the Procedures Manual for Infrastructure Development.
6. Provide to the Division of Engineering complete access to the work during design and construction.
7. Convey all right, title, and interest in the facilities to the LFUCG without cost to the LFUCG and without encumbrances of any nature in such a form or documents as deemed necessary by the LFUCG, when said infrastructure has been accepted by the Division of Engineering.
8. Obtain all local, state, and federal permits.
9. Procure and maintain Commercial General Liability Insurance providing coverage at least as broad as Insurance Services Office Form CG-0001 (07/98) with:
 - a. Combination of primary and umbrella coverage limits of not less than \$1,000,000 per occurrence and a \$2,000,000 aggregate for bodily injury and property damage.
 - b. Endorsements naming as additional insureds, "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest."
 - c. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, to Lexington-Fayette Urban County Government, Division of Risk Management, 121 North Martin Luther King Blvd., Lexington, Kentucky 40507.

The Engineer shall:

1. Comply with the requirements of the Procedures Manual for Infrastructure Development.
2. Prepare Improvement Plans, Construction Specifications, and other Contract Document Items in accordance with the Division of Engineering Technical Manuals.
3. Provide construction phase services as described in Attachment A-1.
4. Prepare record drawings of the infrastructure and submit one copy each to the LFUCG Division of Engineering, LFUCG Division of Sanitary Sewers, the Developer, and the Contractor.
5. Be responsible for the technical accuracy of its services, and the documents resulting therefrom, and acknowledge and agree that the LFUCG shall not be responsible for discovering deficiencies therein.

6. Attend meetings with the Planning Commission, Urban County Council, and neighborhood meetings as required during the course of the project.
7. Meet the following business requirements
 - a. Individual licensure in good standing with the Kentucky Board of Registration for Professional Engineers and Land Surveyors;
 - b. Firm licensure in good standing as an Engineering company in Kentucky, if work is to be accomplished other than as a sole practitioner;
 - c. Coverage under a license to do business in Fayette County;
8. Procure and maintain professional liability insurance providing coverage at least as broad as current ISO form with the following provisions:
 - a. \$1,000,000 per occurrence with Business Interruption exposure covered.
 - b. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, to Lexington-Fayette Urban County Government, Division of Risk Management, 121 North Martin Luther King Blvd., Lexington, Kentucky 40507.
9. Procure and maintain Commercial General Liability Insurance providing coverage at least as broad as Insurance Services Office Form CG-0001 (07/98) with:
 - a. Combination of primary and umbrella coverage limits of not less than \$1,000,000 per occurrence and a \$2,000,000 aggregate for bodily injury and property damage.
 - b. Endorsements naming as additional insureds, "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest."
 - c. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, to Lexington-Fayette Urban County Government, Division of Risk Management, 121 North Martin Luther King Blvd., Lexington, Kentucky 40507.

If all valid and collectible insurance were exhausted, the following indemnification clause shall be invoked:

To the fullest extent permitted by law, each party to this Agreement shall indemnify and hold harmless the other parties, their officers, directors, partners and employees from and against any and all costs, losses and damages (including but not limited to all fees and charges of attorneys and design professionals, and all court, arbitration or other dispute resolution costs) caused by its negligent acts, errors or omissions, or those of its officers, directors, partners, employees, agents or consultants in the performance of its duties and responsibilities under this Agreement. To the fullest extent permitted by law, each party's total liability to the other parties shall not exceed the percentage share that party's negligence bears to the total negligence of all parties hereto and all other negligent entities or individuals.

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted and maintained in any court of competent jurisdiction only in the County of Fayette, Commonwealth of Kentucky.

The LFUCG, the Engineer, and Developer each binds itself and its partners, successors and assigns to the other parties to this Agreement and neither the LFUCG, the Engineer or the Developer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the others. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, employee, agent, of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the LFUCG, the Engineer, and the Developer.

If any section, clause, or provision of this Agreement shall be held invalid, such holding of invalidity shall not affect the validity of any remaining section, clause, paragraph, portion, or provision of this Agreement.

This Agreement, together with Attachment A-1 hereto, supercedes any previous agreements, oral or written, between the LFUCG, the Engineer, and Developer and represents the entire agreement between the parties regarding the infrastructure constructed under this Agreement; provided, however, that Developer and Engineer may enter into a separate agreement, to which LFUCG is not a party, addressing in greater detail the relationship between Developer and Engineer relative to the project. No other agreements or representations, oral or written, have been made by the LFUCG, the Engineer, or Developer relative to this Agreement.

This Agreement may not be altered, modified, or amended except in writing properly executed by an authorized representative of the LFUCG, the Engineer, and Developer.

Developer:

By: _____

Name: _____

Title: _____

Engineer:

By: _____

Name: _____

Title: _____

LFUCG:

By: _____

Name: _____

Title: _____

ATTACHMENT A-1

- Definitions
- Construction Phase Engineering Services
- Duties, Responsibilities of Resident Project Representative

DEFINITIONS

Defined Terms

Wherever used in this Agreement and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

Contract Documents - Documents that establish the obligations of the parties engaged in construction and include the following:

- Infrastructure Development Agreement
- LFUCG Standard Drawings
- LFUCG Procedures Manual for Infrastructure Development
- Improvement Plans prepared by the ENGINEER
- Construction Specifications prepared by the ENGINEER
- Work Change Directives
- Field Orders
- ENGINEER's written interpretations and clarifications
- LFUCG Technical Manuals: Construction Inspection, Geotechnical, Roadway, Sanitary Sewer and Pumping Station, Stormwater, and Structures

Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Contractor - An individual or entity with whom Developer enters into an agreement to construct the infrastructure.

Defective - An adjective which, when modifying the work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

Documents - Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to Developer pursuant to this Agreement.

Drawings - That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

ENGINEER's Consultants - Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

Field Order - A written order issued by ENGINEER which directs minor changes in the Work.

Full-Time Representation by the Resident Project Representative (RPR) - Full-Time representation shall mean the representation necessary to enable the ENGINEER to execute the Certificate of Substantial Completion and shall include at a minimum, but not be limited to, observation by the Resident Project Representative of the following:

- bedding, laying, and initial backfilling of storm sewer and sanitary sewer pipe
- installing headwalls and stilling basins
- installing sanitary and stormwater manholes
- installing curb box inlets, surface inlets, and other drainage structures
- constructing pump stations
- constructing embankment for detention/retention ponds
- constructing and installing the principal and emergency spillways in detention/retention ponds
- constructing road subgrade
- constructing road granular base and pavement/concrete courses
- placing structural concrete, including reinforcement
- constructing channels and installing channel lining
- constructing erosion and sediment control facilities

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Record Drawings - The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

Resident Project Representative - The authorized representative of ENGINEER assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER'S agent or employee and under ENGINEER'S supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Developer.

Samples - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Shop Drawings - All drawings, diagrams, illustration, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

Site - Lands or areas indicated in the Contract Documents as being furnished by Developer upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Developer which are designated for use of Contractor.

Specifications - That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Substantial Completion - The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. Substantial completion shall mean the installation, and any required testing, of the following:

Roads

- granular base, tack coat, and bituminous pavement (except the 1-inch surface course)
- curb and gutter
- concrete pavement

Sanitary Sewers

- Pipes, manholes, and pump stations

Stormwater Facilities

- Pipes
- Manholes
- Curb inlets and surface inlets
- Headwalls and stilling basins, along with any fencing required
- Constructed channels with channel lining, including concrete where required
- Detention ponds, including the principal spillway and emergency spillway
- Erosion Control and Sediment Control

The stormwater system must be completed to the point that it functions as designed on the Improvement Plans. Individual components may be included in the Performance/Warranty Surety if they do not materially affect the performance of the system.

Work - The entire completed construction or the various separately identified parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

Work Change Directive - A written directive to Contractor signed by Developer, upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies.

CONSTRUCTION PHASE ENGINEERING SERVICES

- A. Upon successful completion of the Improvement Plans, the ENGINEER shall:
1. *General Administration of Construction Contract.* Consult with Developer and act as Developer's representative. All of Developer's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of Developer in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.
 2. *Selecting an Independent Testing Laboratory.* Assist Developer in the selection of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials and equipment required by the construction Contract Documents, prior to their incorporation into the Contractor's work, with appropriate interpretation thereof.
 3. *Pre-Construction Conference.* Along with the Resident Project Representative, participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 4. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed.
 5. *Visits to Site and Observation of Construction.* In connection with observations of the Work of Contractor while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, but at least every two weeks, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of the work in progress, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep Developer informed of the progress of the work.
 - b. The purpose of ENGINEER's visits, and representation by the Resident Project Representative at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to express an informed professional opinion that the completed Work of

Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the construction contract documents.

6. *Defective Work.* During such visits and on the basis of such observations, ENGINEER shall have authority to recommend to Developer that Contractor's work be disapproved and rejected while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
7. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
8. *Work Change Directives.* Recommend Work Change Directives to Developer, as appropriate, and shall prepare Work Change Directives as required.
9. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will be completed within 14 days of receipt of Contractor's submittal by ENGINEER and will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
10. *Substitutes.* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
11. *Inspection and Tests.* Require such special inspections or tests of the work as deemed reasonably necessary, and receive and review all certificates of

inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

12. *Disagreements between Developer and Contractor.* Render formal written decisions on all claims of Developer and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to Developer or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
 13. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents including Shop Drawings, Samples, and other data approved as provided under paragraph A.9.
 14. *Record Drawings.* Prepare and furnish to Developer a set of reproducible Project Record Drawings showing appropriate record information based on Project documentation received from RPR and Contractor.
 15. *Substantial Completion.* Following notice from Contractor that Contractor considers the entire Work ready for its intended use, conduct an inspection to determine if the Work is substantially complete. If the ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to Developer, LFUCG, and Contractor. The Certificate of Substantial Completion shall be prepared in accordance with the requirements of the Procedures Manual for Infrastructure Development.
- B. ENGINEER shall provide the services of a Resident Project Representative (RPR) at the Site to assist ENGINEER and to provide more extensive observations of such work on a full-time basis. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere.
- C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or any of their subcontractors, vendors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for any Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

Resident Project Representative

- A. ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the Work.
- B. 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 Developer 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.
- C. The duties and responsibilities of the RPR are limited to those of ENGINEER and are further limited and described as follows:
 1. *General:* 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 Developer advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Developer with the knowledge of and under the direction of ENGINEER.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
 3. *Conferences and Meetings:* 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.
 4. *Liaison:*
 - a. 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 Developer's liaison with Contractor when Contractor's operations affect Developer's on-site operations.

- b. Assist in obtaining from Developer additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of approved Shop Drawings and Samples.
 - b. Receive samples which 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 for which RPR believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modification, in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
8. *Review of Work, Rejection of Defective Work, Inspections, and Tests:*
 - a. 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.
 - b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of Contractor's work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
 - a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate

Developer's and LFUCG'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 startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

10. *Records:*

- a. Maintain at a local office orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Work Change Directives, Field Orders, additional Drawings, 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.
- b. 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, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of construction, furnish original set of all RPR Project documentation to ENGINEER.

11. *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, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to ENGINEER and Developer copies of all inspection, test, and system startup reports.

- d. Report immediately to ENGINEER the occurrence of any Site accidents, any hazardous environmental conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
12. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that material and equipment certificates, 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 Developer prior to payment for that part of the Work.
13. *Completion:*
- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction, with a copy to ENGINEER, who shall provide same to the Developer.
 - b. 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.
 - c. Participate in a final inspection in the company of ENGINEER, Developer, and Contractor and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Certificate of Substantial Completion.

D. Limitations of Authority of RPR

Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
- 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the activities or operations of Developer or Contractor.
6. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.