

Amendment No. 2 to Task Order No. 2304-01041

1. Background Data:

- A. Effective Date of Task Order: July 18, 2023
- B. Owner: City of Dickinson
- C. Engineer: KLJ Engineering LLC
- D. Specific Project (title): City of Dickinson 2024 Road Maintenance Project (City of Dickinson No. 202401)
- E. Specific Project (description): Professional Services consisting of Preliminary and Final Engineering Services associated with the City of Dickinson 2024 Road Maintenance

2. Description of Modifications

Summary: The purpose of Task Order Amendment No. 2 is to provide construction and post-construction phase services.

- A. Engineer shall perform the Additional Services:
 - 1. Provide services described in the attached Exhibit A and Exhibit D.
- B. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: **N/A**
- C. The responsibilities of Owner with respect to the Task Order and previous amendments, if any, are modified as follows:
 - 1. Complete portions of construction work and provide the review, approvals and access to property(s) as indicated in Section 6 of the Construction Drawings, as well as fulfill responsibilities of the City of Dickinson as identified in Project governing specifications.
- D. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A) **		
a. Study and Report Phase (A1.01)	N/A	N/A
b. Preliminary Design, Final Design, & Bidding Phase (A1.02, A1.03, A1.04)	N/A	N/A
c. Construction and Post-Construction Phases (A1.05, A1.06, A1.07) *	\$487,800.00	Hourly Rates
TOTAL COMPENSATION (lines 1.a-c)	\$487,800.00	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly Rates

*Based on an 18 - week continuous construction period.

**Will not be exceeded without Owner's written approval.

E. The schedule for rendering services under this Task Order is modified as follows:

Construction Surveying and Observation Phases: May 1, 2024 to August 30, 2024 (18 weeks)

Post-Construction Phase: August 1, 2024 to January 17, 2025

F. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

N/A

3. Task Order Summary (Reference only)

a. Original Task Order amount:	\$19,700.00
b. Net change for prior amendments:	\$279,700.00
c. This amendment amount:	\$487,800.00
d. Adjusted Task Order amount:	\$787,200.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 26, 2024.

OWNER: City of Dickinson

ENGINEER: KLJ Engineering LLC

By: _____

By: _____

Title: President of City Commission

Title: _____

Date
Signed: _____

Date
Signed: _____

Engineer's Services for Task Order: Dickinson 2024 Road Maintenance (Amendment No. 2)

PART 1—BASIC SERVICES

A1.01 *Study and Report Phase Services—(Previously Completed)*

A1.02 *Preliminary Design Phase—(Previously Completed)*

A1.03 *Final Design Phase—(Previously Completed)*

A1.04 *Bidding or Negotiating Phase—(Previously Completed)*

A1.05 Construction Phase - Surveying

A. Upon written approval of the site plan from the City and upon authorization from Owner or Constructor, Engineer shall provide construction surveys and staking to enable Constructor to perform its work. Constructor or Owner will be responsible for all construction surveys not listed below; staking requests in addition to the specific items listed below or in excess of Engineer's budgeted number of mobilizations will be provided as Additional Services. Re-staking of previously completed work due to no fault of Engineer will be provided as Additional Services. The following construction surveying services shall be provided:

1. *Construction Surveying*

a. Baselines and Stationing

- 1) Number of Site Visits: Two (2)
- 2) Set station offsets for 21st St E, 15th St W and 6th Ave SE
- 3) As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Constructor to proceed.

b. Existing Curb & Gutter Topographic Survey (Reconstruction of 1st St SW & 8th Ave SW)

- 1) Number of Site Visits: One (1)
- 2) Analyze curb grades to set proposed centerline grade.

c. Grade Staking (Reconstruction of 1st St SW & 8th Ave SW)

- 1) Number of Site Visits: Three (3)
- 2) Set centerline subgrade cut stakes – centerline at 50-foot intervals
- 3) Blue top of aggregate base course prior to paving – centerline at 50-foot intervals

d. Curb & Gutter or Edge of Pavement staking

- 1) Number of Site Visits: Three (3)
- 2) Stake every 25 feet at 3-foot offset from back of curb or edge of pavement as needed along long stretches of replacement.

- e. Water, Sanitary & Storm Manholes
 - 1) Number of Site Visits: Three (3)
 - 2) Stake center of gate valves and manhole castings within roadway.
- f. Pavement Markings
 - 1) Number of Site Visits: Three (3)
 - 2) Stake beginning and ends of no-passing zones and other pavement markings.

A1.06 Construction Phase - Observation

A. Engineer shall provide:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. Owner's instructions to Constructor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Constructor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Selecting Independent Testing Laboratory:* To be provided by Constructor.
3. *Preconstruction Meeting:* Attend up to one (1) preconstruction meeting in-person with the Owner and Constructor.
4. *Schedules:* Receive, review, and determine the acceptability of schedules that Constructor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. *Visits to Site Observation of Construction and Construction Meetings:* In connection with observations of Constructor's Work while it is in progress:
 - a. *Construction Meetings:* Attend up to ten (10) one-hour long construction progress meeting(s) in-person or via teleconference.
 - b. *Site Visits for observation of construction:*
 - 1) The engineer of record will conduct site visits on average of 16 hours per week.
 - c. Meetings and visits to the Site may be made concurrently and will be conducted at intervals appropriate to the various stages of construction, to observe as an experienced and qualified design professional the progress of Constructor's executed Work or to attend construction meetings. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Constructor's Work in progress or to involve detailed inspections of Constructor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such

visits, observations or meetings, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. When the number of site visits or meetings listed above is exceeded the Engineer shall conduct site visits or attend meetings requested by the Owner as an Additional Service.

- d. The purpose of Engineer's visits to 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 provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Constructor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Constructor's Work in progress, supervise, direct, or have control over Constructor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Constructor, for security or safety at the Site, for safety precautions and programs incident to Constructor's Work, nor for any failure of Constructor to comply with Laws and Regulations applicable to Constructor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work in accordance with the Contract Documents.

6. *Clarifications and Interpretations; Requests for Information; Field Orders; Work Change Directives; Change Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Constructor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents. Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required. Major changes to the design requested by the Owner or Constructor and approved by the Owner will be completed as Additional Services. The assumed number of each are quantified below:

- a. Clarifications, Interpretations, or RFI's: Six (6)
- b. Field Orders or Work Change Directives: Zero (0)
- c. Change Orders: Three (3)

7. *Shop Drawings and Samples:* Review and take appropriate action in respect to Shop Drawings and Samples and other data which Constructor is required to submit, up to two (2) times, 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 by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

8. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Constructor, but subject to the provisions of this Exhibit under "Additional Services Not Requiring Owner's Authorization".

9. *Inspections and Tests:* Require such special inspections or tests of Constructor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations 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.
10. *Disagreements between Owner and Constructor:* Render decisions on all duly submitted issues relating to the acceptability of Constructor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Constructor's Work; review each duly submitted Claim by Owner or Constructor, and either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Constructor and shall not be liable in connection with any decision rendered in good faith in such capacity.
11. *Defective Work:* Make recommendation to Owner to Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
12. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Constructor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Constructor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Constructor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Constructor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Constructor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Constructor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Constructor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Constructor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Constructor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Constructor's compliance with Laws and Regulations applicable

to Constructor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Constructor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Constructor that might affect the amount that should be paid.

- c. It is assumed that the Engineer will complete up to five (5) applications for payment to be submitted to the Owner at the request of the Constructor.
13. *Constructor's Completion Documents:* Receive and review schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under "*Shop Drawings and Samples*", and transmit the annotated record documents which are to be assembled by Constructor in accordance with the Contract Documents to obtain final payment. The extent of such review of record documents shall be to check that Constructor has submitted all pages.
 14. *Final Notice of Acceptability of the Work:* Conduct one (1) visit to prepare Constructor's punch list and conduct one (1) final visit to determine if the completed Work of Constructor is acceptable so that Engineer may recommend, in writing, final payment to Constructor. Accompanying the recommendation for final payment, Engineer shall also provide a "Final Review and Acceptance" that the Work is acceptable (subject to the provisions of "*Applications for Payment*") to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
 15. *Special Assessment District:* Part of this project includes two special assessment districts, for which the Engineer will provide the following services:
 - a. Landowner Correspondence: Engineer will meet with and answer questions from landowners, as received, verify removals markings in the fields, as requested by landowners, and complete additional work forms. Assumes that the Engineer will attend up to 20 meetings with landowners.
 - b. Engineer will track individual concrete quantities to be assessed to each individual parcel and create a table of quantities and costs to be assessed at the end of construction.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof for which the Engineer provided services and will terminate upon written recommendation by Owner for final payment to Constructors. If the Project involves more than one prime contract as indicated in Final Design Phase, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Constructor as set forth in the Construction Contract, or if the number of prime contracts exceeds the specified number in the Final Design Phase.
 - C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Constructor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the

Work, for safety or security at the Site, or for safety precautions and programs incident to Constructor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Constructor to perform or furnish the Work in accordance with the Contract Documents.

A1.07 Post-Construction Phase

- A. After acceptance by Owner of the Construction Phase, Engineer shall:
1. Provide Record Drawings of the site following completion of construction using redline set provided by Constructor and existing conditions survey of the improvements. The record drawings will include major alterations to proposed concrete items, landowners who contracted concrete work apart from the Constructor in Agreement with the City, approximate extents of full-depth road repair areas, and any updated manhole or gate value locations.
 2. Special Assessment District: Engineer will assist the City in preparing final mailings notifying property owners of final assessment costs. Engineer will print the letters and stuff envelopes. City to provide envelopes and postage and mail the letters. Engineer will also be available to answer questions from up to twelve (12) landowners and conduct up to five (5) site visits with the landowner in regard to assessment costs.
 3. Engineers scope does not include preparation of an ALTA survey which can be provided as an Additional Service.
- B. The Post-Construction Phase will be considered complete upon delivery of the Record Drawings to the Owner and four (4) weeks after Special Assessment letters are mailed to the landowners.

A1.08 *Commissioning Phase – Not Included*

A1.09 *Other Services – Not Included*

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Authorization

- A. If requested or authorized by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. Engineer shall proceed with such Additional Services with the understanding that the Engineer will be paid hourly for such services at the Engineer's standard hourly rates unless an agreement has been reached between the parties for other methods of payment. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in addition to those defined under Basic Services including but not limited to: study and report phase services, marketing/graphical exhibits, environmental studies, cultural/archeological studies, traffic impact analysis, permitting, permit application materials, requests for zoning change or any deviation or variance from local standards or zoning regulations, or any entitlements services such as lot modifications, platting, easements, etc.
 2. Design services in addition to those defined under Basic Services including but not limited to: lighting, fencing, landscape, water, sanitary, storm sewer, stormwater treatment or sediment removal systems, structural design including but not limited to foundations and retaining walls, mechanical engineering services or pumping systems, geotechnical engineering or services to aid in the completion of their recommendations, or design of offsite improvements.

3. Preparation for, and attendance at, a public presentation, meeting or hearing other than specified under Basic Services.
4. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
5. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
6. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, character of construction, method of financing, or Owner's schedule or coordination causing unreasonable delay in the orderly and sequential progress of the Engineer's services; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
7. Services resulting from Owner's or Constructor's request to modify previously approved deliverables or to evaluate additional alternative solutions beyond those agreed to under Basic Services.
8. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
9. Services resulting from conflicting direction from the Owner or from multiple representatives of the Owner.
10. Services provided beyond the dates specified in the Engineer's original schedule.
11. Services required to provide copies of drawings, reports, specifications and other necessary information to the Owner in a format other than AutoCad, PDF, or paper copy or to other consultants or Constructors in a format other than PDF or paper copy.
12. Providing renderings, models or electronic grading files or releases for Owner's or Constructor's use, including services in support of building information modeling or civil integrated management, other than specified under Basic Services.
13. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and

labor; and audits or inventories required in connection with construction performed or furnished by Owner.

14. Furnishing services of Consultants for other than provided under Basic Services.
15. Providing data or services that were to be provided by the Constructor.
16. Services attributable to more prime construction Constructors than specified under Basic Services.
17. Services to arrange for performance of construction services for Owner by Constructors other than the principal prime Constructor, and administering Owner's contract for such services.
18. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner, or Constructor; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
19. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Constructor.
20. Modifying final approved design or digital files as may be required for Owner's or Constructor's use during construction.
21. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
22. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Constructor, Owner, utility companies, and other sources.
23. Preparation of operation, maintenance, or staffing manuals.
24. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
25. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
26. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
27. Preparing to serve or serving as a consultant or witness for Owner or Constructor in any litigation, arbitration, claim, dispute resolution, or other legal or administrative proceeding involving the Project.
28. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys (except as agreed to under Basic Services).

29. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner or Constructor.
30. Extensive services required during any correction period, or with respect to monitoring Constructor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
31. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Authorization

- A. Engineer shall advise Owner that the Engineer is performing or furnishing the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance authorization from Owner. Engineer shall proceed with such Additional Services with the understanding that the Engineer will be paid hourly for such services at the Engineer's standard hourly rates unless an agreement has been reached between the parties for other methods of payment. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Attending meetings requested by Owner or Constructor in addition to those specified as Basic Services.
 2. Services in connection with work change directives and change orders to reflect changes requested by Owner or Constructor.
 3. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after beginning the Bidding Phase of the Construction Documents in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 4. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 5. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Constructor.
 6. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 7. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Constructor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 8. Services during the Construction Phase rendered after the original date for completion of the Work referred to in this Agreement.

9. Reviewing a Shop Drawing more than two (2) times, as a result of repeated inadequate submissions by Constructor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Constructor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Task Order Amendment 2** dated April 26, 2024.

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

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 *Resident Project Representative*

- A. 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, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall 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 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, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* 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. RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Constructor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Constructor. 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 submittals prepared by Constructor and consult with Engineer concerning acceptability.
 - 3. *Conferences and Meetings:* Attend meetings with Constructor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Constructor’s safety meetings).
 - 4. *Liaison*
 - a. Serve as Engineer’s liaison with Constructor. Working principally through Constructor’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 Constructor when Constructor'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.
- 5. *Clarifications and Interpretations:* Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed and transmit to Constructor clarifications and interpretations as issued by Engineer.
- 6. *Shop Drawings:*
 - a. Record date of receipt and-approval of Shop Drawings.
 - b. Advise Engineer and Constructor 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 Constructor, or has not been approved by Constructor or Engineer.
- 7. *Modifications:* Consider and evaluate Constructor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Constructor in writing (i.e. Field Order, Work Change Directive, or Change Order) decisions as issued by Engineer.
- 8. *Review of Work; Rejection of Defective Work*
 - a. Conduct on-Site observations of Contactor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. One full time Resident Project Representative (RPR) will be onsite during the construction period. One additional RPR will be provided for four (4) weeks during the paving operations. Three additional RPRs will be provided for three (3) weeks during the chip sealing operations. The estimated RPR hours and associated fee is based on an average of 60 hours per week.
 - c. Report to Engineer whenever RPR believes that any part of Constructor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil 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 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 and Tests*
 - a. Consult with Engineer in advance of scheduled inspections and tests.
 - b. Review test results required by the Contract Documents.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures.
- 10. *Records*

- a. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Constructor, and other Project-related documents.
 - b. Record data relative to questions of change orders, field orders, work change directives, or changed conditions, daily activities, decisions, observations in general, materials test reports, site photographs, and specific observations in more detail as in the case of observing test procedures.
 - c. Maintain records for use in preparing Specific Project documentation.
 - d. Upon completion of the Work, furnish RPR Project documentation to Engineer.
11. *Payment Requests:* Review applications for payment with Constructor 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.
 12. *Certificates:* During the course of the Work, verify that materials and other items required by the Contract Documents to be constructed and furnished by Constructor are applicable to the items actually installed and in accordance with the Contract Documents. Deliver documentation of verification to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 13. *Completion:*
 - a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion, and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final visit to the Project in the company of Engineer, Owner, and Constructor, and prepare a final list of items to be completed and deficiencies to be remedied.
 - 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.
- D. Resident Project Representative shall not:
1. Authorize any deviation from the 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 Constructor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Constructor's work.

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 Constructor.
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 Constructor.
8. Authorize Owner to occupy the Specific Project in whole or in part.