

**July 8, 2014**

**To: Mayor Bemrich and City Council**

**From: David Fierke, City Manager**

**Subject: Cross-town Industrial Park  
McClure Contract for Design & Construction Services**



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**ACTION: For vote Monday, July 14, 2014**

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**Brief History**

The Cross-town Connector Impact Study and Implementation Plan was adopted in the Fall of 2010. This plan envisioned a second roadway that spanned Fort Dodge in the east / west directions from Hwy. 169 to 32<sup>nd</sup> St. Since that time, the Cross-town Connector (1<sup>st</sup> Ave. S.) has been extended another 1,700' east of 32<sup>nd</sup> St. with the development of Fort Frenzy.

Decker Investments approached City staff about a concept to extend the Cross-town Connector to 42<sup>nd</sup> St. With the extension of that road, a light industrial park could be created. The light industrial park would be located north of the businesses on the north side of 5<sup>th</sup> Ave. S., south of the Drainage District #1 drainage ditch, and between the Fort Frenzy development and 42<sup>nd</sup> St., which is located on the east side of Decker Trucking.

McClure Engineering has been working with Decker Investments on a concept plan for the proposed light industrial park. The infrastructure for this park includes streets, sanitary sewers, water mains, storm sewers, and a recreational trail.

**Analysis of Issue**

Because of the inclusion of Iowa DOT RISE grant funding in the project, the development improvements need to be designed, let, and constructed under the direction of a public entity. McClure has submitted an agreement for engineering services for the Cross-town Industrial Park Project. Under this agreement, McClure will provide design phase services, construction phase services, and other services identified in the agreement. The services are further described in the attached agreement. The proposed fee is \$709,200.

**Budget Impact**

Funding for this project will come from the RISE Grant, Iowa DOT Jurisdictional Transfer funds, and funds provided by the developer.

### **Strategic Plan Impact**

- Policy C.1.1: With the majority of new jobs being created by small business, the expansion of existing small businesses and the start up of new small businesses shall be a critical component of the city's economic development effort.
- Policy C1.4: The current economy should be expanded through further development of the health and social services, manufacturing, and alternative fuels.
- Policy C.1.6: City government shall be an active participant, facilitator and partner in the creation of large and small business and industrial development opportunities capitalizing upon the unique human and economic resources of the area.
- Policy C.1.12: Economic development incentives shall be periodically identified, evaluated and implemented to encourage appropriate and desirable growth and development within the region.
- Policy D.3.10: Actions concerning infrastructure (e.g. schools, parks, utilities) and regulations shall direct new development first to targeted growth areas rather than "leapfrogging" to locations in the midst of farmland and green space.
- Policy D.4.1: Recognizing that infrastructure has a powerful influence on growth and development, the availability of infrastructure (along with other factors) should determine where development will occur in the city, rather than the other way around.
- Policy D.5.1: Opportunities to enhance regional transportation connections between the city and other parts of the state and region shall be supported.
- Policy D.5.3: Pedestrian and bikeway facilities shall be encouraged as energy-efficient, healthful, and environmentally sound alternatives to the automobile. All future road construction and expansion within the city shall consider opportunities for bikeways and pedestrian ways within the project.

### **Existing Plan Impact**

This engineering contract furthers the Cross-town Connector Improvement Impact Study and Implementation Plan.

### **Subcommittee or Commission Review / Recommendation**

None.

### **Staff Conclusions / Recommendations**

It is Staff's recommendation to approve the attached resolution approving the contract with McClure Engineering to provide design and construction services for the creation of the Cross-town Industrial Park.

### **Alternatives**

City Council could deny the resolution approving the engineering contract for the project, foregoing an opportunity to leverage \$5,000,000 in proposed improvements to the City of Fort Dodge.

**Implementation and Accountability**

If the Council approves the resolution, City Staff will be responsible for administering engineering contract with McClure Engineering.

Signed



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Chad Schaeffer  
City Engineer

Approved



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David R. Fierke  
City Manager

**RESOLUTION NO. \_\_\_\_\_**

**ACCEPTING AGREEMENT BETWEEN CITY OF FORT DODGE AND MCCLURE ENGINEERING FOR ENGINEERING SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS CROSS-TOWN INDUSTRIAL PARK PROJECT.**

**WHEREAS**, the City is desirous to obtain engineering services; and

**WHEREAS**, McClure Engineering has submitted an agreement for engineering services.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Fort Dodge, Iowa, as follows:

- 1) The City of Fort Dodge shall enter into the Agreement with McClure Engineering to provide Engineering Services for the Cross-town Industrial Park Project for a fee of \$709,200 attached hereto, and be further resolved that the Mayor and City Clerk be authorized to execute same for and on behalf of the City.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**AYE:** \_\_\_\_\_

**NAY:** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

\_\_\_\_\_  
**Matt Bemrich, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Jeff Nemmers, City Clerk**

Project No.: FTD 2614016  
 Project Name: Fort Dodge RISE Project - Crosstown Business Park  
 Project Manager: Jeff Schug

## ROADWAY IMPROVEMENTS Agreement for Engineering Services

This Agreement, made on the \_\_\_\_\_ day of June, 2014, by and between *McClure Engineering Company, of Clive, Iowa* (herein referred to as "Engineer") and the *City of Fort Dodge, Iowa* (hereinafter referred to as "Owner"). Services shall be performed per the fees or hourly rates as depicted in Exhibit 'A', and the terms and conditions outlined in this Agreement. The Engineer shall provide services for the Project, which consists of the items listed on the Preliminary Opinion of Probable Costs attached to this Agreement as Exhibit 'B'. The Project shall be described as:

### Fort Dodge RISE Project - Crosstown Business Park

1. The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. *(See Exhibit 'C' for Owner's Responsibilities).*
2. The **Engineer** shall provide the services marked "included" as follows:

ITEM	INCLUDED	NOT INCLUDED
<b>SECTION 1. DESIGN PHASE SERVICES</b>		
<b>1.01 Design Concepts/Preliminary Planning</b>		
1. Information Gathering <ul style="list-style-type: none"> <li>• Current Aerial Photos</li> <li>• Field Investigation</li> <li>• Corridor Research</li> </ul>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2. Design Concepts (2 each) <ul style="list-style-type: none"> <li>• Location/Design Concept Drawing(s)</li> <li>• Geometric Configuration</li> <li>• Presentation Graphics</li> </ul>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3. Preliminary Opinion of Probable Costs <ul style="list-style-type: none"> <li>• Cost Estimates for each Design Concept</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Funding Options	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Meetings <ul style="list-style-type: none"> <li>• Staff/Council Meetings (2 Each)</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>1.02 Preliminary Design</b>		
1. Conduct Project Kickoff Meeting with Owner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Field Walk-thru with <b>OWNER</b> to review existing conditions drawings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Confirm Scope, Extent and Character of the Project: <ul style="list-style-type: none"> <li>▪ Final Design Criteria</li> <li>▪ Field Surveys to Determine Existing Conditions</li> <li>▪ Develop Construction Item List</li> <li>▪ Review Project Questions and Issues</li> <li>▪ Building Layouts</li> <li>▪ Operation and Maintenance Concepts</li> <li>▪ Utility Requirements</li> <li>▪ Site Plans</li> </ul>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
3. Topographic Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Prepare Revised "Opinion of Probable Costs".	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Conduct Meeting with Owner to Review Preliminary Design.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>1.03 Final Design</b>		
1. Prepare final project drawings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Prepare final project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Prepare written applications for permits for construction from DOT and other agencies.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Prepare revised Opinion of Probable Cost based on final drawings and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Review 70% and 100% Final Design with the Owner (2-Meetings)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Furnish 5 copies of above documents and review them in person with the <b>OWNER</b> (2 meetings).	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ITEM		INCLUDED	NOT INCLUDED
<b>SECTION 2. CONSTRUCTION PHASE SERVICES</b>			
<b>2.01</b>	<b>Advertising, Bidding, Contract Award</b>		
	1. Assist <b>OWNER</b> in advertising for and obtaining bids.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. Conduct prebid conference at <b>OWNER'S</b> location.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. Provide drawings, specifications, contract documents and bid documents to prospective bidders.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	4. Issue addenda to interpret or clarify bid documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5. Review prebid submittals from bidders.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	6. Attend bid opening (at <b>OWNER</b> location), prepare Bid Tabulation. (1-Meeting)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	7. Review bidder's qualifications, bids, and other documents and make recommendation for award of contract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	8. Attend one (1) meeting to present Bids to <b>OWNER</b> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>2.02</b>	<b>Construction Administration</b>		
	1. Provide general administration of construction contract as <b>OWNER'S</b> representative.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. Visit site of construction at appropriate stages of construction to observe the Contractors work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. Issue interpretations and clarifications of contract documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	4. Review shop drawings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5. Act as initial interpreter of the requirements of the contract documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	6. Review and process Contractor's application for payment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	7. Conduct monthly Progress Meetings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>2.03</b>	<b>Construction Staking</b>		
	1. Establish Field Construction Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. Set Control Points	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>2.04</b>	<b>Resident Project Representative</b>		
	1. Provide a Resident Project Representative to be on site during construction (see Exhibit 'D', A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>SECTION 3. OTHER SERVICES</b>			
<b>3.01</b>	<b>Permits Coordination</b>		
	1. Department of Transportation Entrance Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	2. Department of Transportation Utility Accommodation Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. Department of Transportation Work in Right-of-Way Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	4. Department of Natural Resources Water Supply Construction Permits	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5. Department of Natural Resources Sanitary Sewer Construction Permits	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	6. Prepare Storm Water Pollution Prevention Plan (SWPPP)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	7. Apply for NPDES Permit from DNR (Owner will be operator listed on permit)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	• Engineer will not be liable for fines arising from noncompliance with SWPPP.		
	• The Owner shall be the Permit holder and shall pay for all costs associated with permit application.		
<b>3.02</b>	<b>Soil Boring Coordination</b>		
	1. Assist the Owner in coordinating the Request for Proposal to Geotechnical Firms / Review Proposals / Recommendation for Award	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. Coordinate the Work of the Geotechnical Firm (geotechnical firm will invoice Owner directly).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>3.03</b>	<b>Rights-of-Way Negotiations</b>		
	1. Assist the Owner in coordinating the Request for Proposal to Appraisal Firms / Review Proposals / Recommendation for Award	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	2. Coordinate the Work of the Appraisal Firm (geotechnical firm will invoice Owner directly).Public Right-of-Way meeting.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. Right-of-Way negotiations with property owners.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>3.04</b>	<b>Acquisition Plats</b>		
	1. Prepare acquisition Plats (Estimated Plats)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	2. Prepare Preliminary / Final Plats for Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. Prepare Easement Exhibits (Estimated Easements)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	4. Prepare Acquisition / Easement Legal descriptions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	5. Place property corners/legal survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	6. Public Right-of-Way meeting.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>3.05</b>	<b>Storm Water Pollution Prevention Plan Observation (SWPPP)</b>		
	1. Perform Weekly On-Site Observations of construction site and provide written reports to Owner.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	2. Storm Water Pollution Prevention Plan Services shall end not more than 1-year from the date this Agreement is originally signed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>NOTES:</b> The duties and responsibilities and limitations on the authority of the Resident On-Site Representative shall be as set forth in a separate Exhibit 'D'.			



3. Payment to the **Engineer** shall be made on a monthly basis, within 30 days of invoice for work completed to date, as per the following basis:

**Fixed Fee or T&M\***

**Section 1 – Design Phase Services**

<input checked="" type="checkbox"/>	1.01 Design Concepts/Preliminary Planning	\$ 27,500	LS
<input checked="" type="checkbox"/>	1.02 Preliminary Design	\$ 156,000	LS
<input checked="" type="checkbox"/>	1.03 Final Design	\$ 208,500	LS

**Section 2 – Construction Phase Services**

<input checked="" type="checkbox"/>	2.01 Advertising, Bidding, Contract Award	\$ 19,500	LS
<input checked="" type="checkbox"/>	2.02 Construction Administration	\$ 54,200	LS
<input checked="" type="checkbox"/>	2.03 Construction Staking	\$ 45,000	T&M
<input checked="" type="checkbox"/>	2.04 Resident Project Representative (Based on 120 days of RPR Services)	\$ 127,500	T&M

**Section 3 – Other Services**

<input checked="" type="checkbox"/>	3.01 Permits Coordination	\$ 4,500	LS
<input checked="" type="checkbox"/>	3.02 Soil Boring Coordination	\$ 1,500	LS
<input type="checkbox"/>	3.03 Rights of Way Negotiations	\$	
<input type="checkbox"/>	3.04 Acquisition Plats	\$	
<input type="checkbox"/>	3.05 Storm Water Pollution Prevention Plan Observation (SWPPP)	\$	
<input checked="" type="checkbox"/>	3.06 Assessments	\$ 18,500	LS
<input checked="" type="checkbox"/>	3.07 Funding Administration	\$ 33,500	LS
<input checked="" type="checkbox"/>	3.08 Record Drawings	\$ 7,500	LS
<input checked="" type="checkbox"/>	3.09 Additional Meetings	\$ 5,500	T&M
<input type="checkbox"/>	3.10 Color Exhibits	\$	

\* T&M = Time and Materials TBD = To Be Determined LS = Lump Sum NA = Not Applicable

- Past due amounts owed shall accrue interest at 1.5% per month from the 30<sup>th</sup> day. If the **OWNER** fails to make monthly payments due the **ENGINEER**, the **ENGINEER** may, after giving (7) days written notice to the **OWNER**, suspend services under this agreement.
- THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED.
- This Agreement represents the entire and integrated agreement between the **OWNER** and the **ENGINEER** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **ENGINEER**.

	Included	Not Included
Exhibit 'A' Hourly Rate Structure	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B' Preliminary Opinion of Probable Costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C' Owner's Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D' Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**OWNER: City of Fort Dodge, Iowa**

**ENGINEER: McClure Engineering Company**

By: \_\_\_\_\_

Signed:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: Project Manager



## McCLURE ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

**ACCESS TO SITE:** The Engineer shall at all times have access to the site to complete his Work.

**INFORMATION PROVIDED BY OTHERS:** The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

**ADDITIONAL SERVICES:** As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

**OWNERSHIP AND REUSE OF DOCUMENTS:** All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in doing work on the project, shall remain the property of the Engineer. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer.

**OPINIONS OF PROBABLE COSTS:** It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

**DISPUTE RESOLUTION:** Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

**TERMINATION:** This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

**CONTRACTOR MATTERS:** The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

**UNDERGROUND UTILITIES:** Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the Owner agrees to indemnify and hold harmless the Engineer for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

**SHOP DRAWING REVIEW:** If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**CONSTRUCTION OBSERVATION:** If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is preceding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

**HAZARDOUS MATERIALS – INDEMNIFICATION:** The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

**PAYMENT:** Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

**LIMITATION OF LIABILITY:** The Engineer's liability shall be limited to \$1,000,000.00 as indicated on the certificate of insurance, or as specifically agreed to by separate agreement.

**WAIVERS:** The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

**ASSIGNMENT:** The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

**GOVERNING LAW:** Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

**COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.

EXHIBIT 'A'

McCLURE ENGINEERING COMPANY  
HOURLY RATE SCHEDULE- 2014  
(Effective through December 31, 2014)

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<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative Assistant (AA) .....	\$55.00
Engineer II (E-II).....	\$115.00
Engineer I (E-I).....	\$145.00
Registered Land Surveyor.....	\$145.00
Principal.....	\$175.00
Senior Principal .....	\$195.00
Engineering Technician (ET).....	\$90.00
Cad Technician (CT).....	\$65.00
Senior On-Site Representative (OSR).....	\$85.00
On-Site Representative (OSR).....	\$75.00
Survey Crew.....	\$155.00
Crew Chief (CC) .....	\$85.00
Crew Member (CM).....	\$70.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage.....	\$0.75/Mile
Automobile Mileage .....	\$0.55/Mile
Plans .....	\$0.12/Sq. Ft.
Vellums.....	\$0.50/Sq. Ft.
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	At Cost + 10%
Large Format Color Prints.....	\$5.00/Sq. Ft

# Fort Dodge RISE Project Preliminary Opinion of Probable Cost Fort Dodge, Iowa

## Exhibit B

Item No.	Item Code	Item	Unit	Unit Cost	Quantity	Total Cost	RISE Eligible		NOT RISE Eligible		Future RISE Eligible		Future NOT RISE Eligible	
							Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
<b>SECTION 1000 - GENERAL</b>														
1.1	1000-100-X-0	TRAFFIC CONTROL	LS	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00	0.4	\$ 4,000.00	0.1	\$ 1,000.00	0.1	\$ 1,000.00
1.2	1090-105-D-0	MOBILIZATION	LS	\$ 60,000.00	1	\$ 60,000.00	0.4	\$ 24,000.00		\$ 24,000.00		\$ 24,000.00		\$ 24,000.00
					<b>TOTAL</b>	<b>\$ 70,000.00</b>								
<b>SECTION 2000 - EARTHWORK</b>														
2.1	2010-108-D-1	TOPSOIL, ON-SITE STRIP, STOCKPILE, RESPREAD	CY	\$ 5.00	40000	\$ 200,000.00	15000	\$ 75,000.00	15000	\$ 75,000.00	5000	\$ 25,000.00	5000	\$ 25,000.00
2.2	2010-108-E-0	EXCAVATION, CLASS 10	CY	\$ 4.00	14000	\$ 56,000.00	35000	\$ 140,000.00	45000	\$ 180,000.00	20000	\$ 80,000.00	20000	\$ 80,000.00
2.3	2010-108-G-0	SUBGRADE PREPARATION	SY	\$ 3.00	40700	\$ 122,100.00	16500	\$ 49,500.00	16500	\$ 49,500.00	7850	\$ 23,550.00	7850	\$ 23,550.00
2.4	2010-108-L-0	COMPACTION TESTING	LS	\$ 12,000.00	1	\$ 12,000.00	0.7	\$ 8,400.00	0.1	\$ 1,200.00	0.2	\$ 2,400.00	0.2	\$ 2,400.00
2.5	2010-108-I-0	MODIFIED SUBBASE 6"	SY	\$ 7.00	40700	\$ 284,900.00	31200	\$ 218,400.00	16500	\$ 115,500.00	7850	\$ 54,950.00	7850	\$ 54,950.00
					<b>TOTAL</b>	<b>\$ 1,179,000.00</b>								
<b>SECTION 3000 - TRENCH AND TRENCHLESS CONSTRUCTION</b>														
3.1	3010-108-F-0	TRENCH COMPACTION TESTING	LS	\$ 25,000.00	1	\$ 25,000.00		\$ -		\$ -		\$ -	1	\$ 25,000.00
					<b>TOTAL</b>	<b>\$ 25,000.00</b>								
<b>SECTION 4000 - SEWERS AND DRAINS</b>														
4.1	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	\$ 45.00	2600	\$ 117,000.00			1000	\$ 45,000.00			1600	\$ 72,000.00
4.2	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 15 IN. DIA.	LF	\$ 60.00	3900	\$ 234,000.00			3900	\$ 234,000.00				\$ -
4.3	4010-108-X-X	SANITARY SEWER GRAVITY MAIN EXTRA DEPTH	LF	\$ 40.00	3000	\$ 120,000.00			3900	\$ 156,000.00				\$ -
4.4	4010-108-C-1	DIRECTIONAL BORE SANITARY SEWER FORCE MAIN	EA	\$ 100.00	20	\$ 2,000.00							200	\$ 20,000.00
4.5	4010-108-C-2	SANITARY SEWER FORCE MAIN, FITTINGS	EA	\$ 600.00	3	\$ 1,800.00							3	\$ 1,800.00
4.6	4010-108-B-3	SANITARY SEWER SERVICE, 6-IN PVC	EA	\$ 2,500.00	2	\$ 5,000.00							20	\$ 50,000.00
4.7	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	\$ 45.00	270	\$ 12,150.00								\$ -
4.8	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18 IN. DIA.	LF	\$ 65.00	2806	\$ 182,000.00								\$ -
4.9	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 24 IN. DIA.	LF	\$ 55.00	950	\$ 52,250.00								\$ -
4.10	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 30 IN. DIA.	LF	\$ 110.00	350	\$ 38,500.00								\$ -
4.11	4030-108-A-1	RCP FLARED END SECTION, 24 IN. DIA.	EA	\$ 2,000.00	3	\$ 6,000.00								\$ -
4.12	4030-108-A-1	RCP FLARED END SECTION, 30 IN. DIA.	EA	\$ 2,500.00	1	\$ 2,500.00								\$ -
4.13	4040-108-A-0	SUBDRAIN, PVC, 6 IN.	EA	\$ 10.00	7500	\$ 75,000.00	5900	\$ 59,000.00			1600	\$ 16,000.00		\$ -
4.14	4040-108-C-0	SUBDRAIN CLEANOUT, PVC, 6 IN.	EA	\$ 250.00	17	\$ 4,250.00	13	\$ 3,250.00			4	\$ 1,000.00		\$ -
4.15	4040-108-D-0	SUBDRAIN OUTLET	EA	\$ 500.00	17	\$ 8,500.00	13	\$ 6,500.00			4	\$ 2,000.00		\$ -
					<b>TOTAL</b>	<b>\$ 927,750.00</b>								
<b>SECTION 5000 - WATER MAINS AND APPURTENANCES</b>														
5.1	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	\$ 30.00	1750	\$ 52,500.00								\$ -
5.2	5010-108-A-1	WATER MAIN, TRENCHED, PVC, 12 IN. DIA.	LF	\$ 40.00	5600	\$ 224,000.00								\$ -
5.3	5010-108-A-1	WATER MAIN, DUCTILE IRON UPGRADE	LF	\$ 35.00	7350	\$ 257,250.00								\$ -
5.4	5020-108-A-0	WATER MAIN SERVICE, TRENCHED, PVC 6 IN. DIA.	EA	\$ 3,500.00	20	\$ 70,000.00								\$ -
5.5	5020-108-A-0	VALVE, GATE, 6 IN. DIA.	EA	\$ 1,200.00	6	\$ 7,200.00								\$ -
5.6	5020-108-A-0	VALVE, GATE, 12 IN. DIA.	EA	\$ 2,500.00	14	\$ 35,000.00								\$ -
5.7	5020-108-B-0	TAPPING VALVE ASSEMBLY, 12 IN. DIA.	EA	\$ 7,500.00	1	\$ 7,500.00								\$ -
5.8	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EA	\$ 4,000.00	24	\$ 96,000.00								\$ -
5.9	5020-108-D-0	12 IN. X 12 IN. TEE	EA	\$ 500.00	1	\$ 500.00								\$ -
					<b>TOTAL</b>	<b>\$ 752,950.00</b>								
<b>SECTION 6000 - STRUCTURES FOR SANITARY AND STORM SEWERS</b>														
6.1	6010-108-A-0	MANHOLE TYPE SW-301, 48 IN. DIA.	EA	\$ 4,000.00	22	\$ 88,000.00								\$ -
6.2	6010-108-A-0	MANHOLE TYPE SW-401, 48 IN. DIA.	EA	\$ 3,000.00	1	\$ 3,000.00	1	\$ 3,000.00						\$ -
6.3	6010-108-B-0	INTAKE TYPE SW-501	EA	\$ 2,500.00	14	\$ 35,000.00	10	\$ 25,000.00						\$ -
6.4	6010-108-G-0	INTAKE TYPE SW-503	EA	\$ 4,000.00	14	\$ 56,000.00	10	\$ 40,000.00						\$ -
					<b>TOTAL</b>	<b>\$ 182,000.00</b>								
					<b>TOTAL</b>	<b>\$ 1,179,000.00</b>								
					<b>TOTAL</b>	<b>\$ 1,179,000.00</b>								

# Fort Dodge RISE Project Preliminary Opinion of Probable Cost Fort Dodge, Iowa

**Exhibit B**

Item No.	Item Code	Item	Unit	Unit Cost	Quantity	Total Cost	RISE Eligible		NOT RISE Eligible		Future RISE Eligible		Future NOT RISE Eligible	
							Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
<b>SECTION 7000 - STREETS AND RELATED WORK</b>														
7.1	7010-108-A-0	PAVEMENT PCC, 8 IN.	SY	\$ 45.00	37,000	\$ 1,665,000.00	29,500	\$ 1,327,500.00	1,500	\$ 67,500.00	6,000	\$ 270,000.00		
7.2	7010-108-A-1	10FT BIKE TRAIL PCC, 4IN.	SY	\$ 45.00	4400	\$ 198,000.00			4400	\$ 198,000.00			12	\$ 42,000.00
7.3	7010-108-A-2	STREET LIGHTS	EA	\$ 3,500.00	38	\$ 133,000.00	2	\$ 1,500.00	26	\$ 91,000.00				
7.4	7010-108-A-3	END STREET BARRICADES	EA	\$ 7,000.00	1	\$ 7,000.00					1	\$ 7,000.00		
7.5	7010-108-A-4	GRAVEL TURNAROUND	EA	\$ 7,000.00	1	\$ 7,000.00					0.2	\$ 1,300.00		
7.6	7010-108-A-5	PCC PAVEMENT TESTING	LS	\$ 6,500.00	1	\$ 6,500.00	0.7	\$ 4,550.00	0.1	\$ 650.00				
		<b>TOTAL</b>				<b>\$ 2,011,000.00</b>		<b>\$ 1,333,550.00</b>		<b>\$ 357,150.00</b>		<b>\$ 278,300.00</b>		<b>\$ 42,000.00</b>
<b>SECTION 9000 - SITE WORK AND LANDSCAPING</b>														
9.1	9010-108-A-0	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	\$ 1,500.00	60	\$ 90,000.00	4	\$ 6,000.00	2	\$ 3,000.00			54	\$ 81,000.00
9.2	9040-108-A-1	SWPPP PREPARATION	LS	\$ 3,000.00	1	\$ 3,000.00	0.5	\$ 1,500.00	0.5	\$ 1,500.00				
9.3	9040-108-A-2	SWPPP MANAGEMENT	LS	\$ 40,000.00	1	\$ 40,000.00	0.5	\$ 20,000.00	0.5	\$ 20,000.00				
9.4	9040-108-A-3	SWPPP QUALIFYING RAINFALL EVENT INSPECTION	EA	\$ 200.00	104	\$ 20,800.00	52	\$ 10,400.00	52	\$ 10,400.00				
9.5	9040-108-D-1	FILTER SOCKS, 8 IN. DIA.	LF	\$ 2.50	3500	\$ 8,750.00	2000	\$ 5,000.00	1500	\$ 3,750.00				
9.6	9040-108-D-2	FILTER SOCKS, REMOVAL	LF	\$ 0.50	3500	\$ 1,750.00	2000	\$ 1,000.00	1500	\$ 750.00				
9.7	9040-108-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	\$ 2.00	8000	\$ 16,000.00	6000	\$ 12,000.00	2000	\$ 4,000.00				
9.8	9040-108-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	\$ 0.50	8000	\$ 4,000.00	6000	\$ 3,000.00	2000	\$ 1,000.00				
9.9	9040-108-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	\$ 0.50	8000	\$ 4,000.00	6000	\$ 3,000.00	2000	\$ 1,000.00				
9.10	9040-108-Q-1	EROSION CONTROL MULCHING, CONVENTIONAL	AC	\$ 1,000.00	60	\$ 60,000.00	4	\$ 4,000.00	2	\$ 2,000.00			54	\$ 54,000.00
		<b>TOTAL</b>				<b>\$ 248,300.00</b>		<b>\$ 65,900.00</b>		<b>\$ 47,400.00</b>		<b>\$ -</b>		<b>\$ 135,000.00</b>
		SUBTOTAL CONSTRUCTION				<b>\$ 5,395,400.00</b>		<b>\$ 2,325,300.00</b>		<b>\$ 1,828,650.00</b>		<b>\$ 550,200.00</b>		<b>\$ 691,250.00</b>
		CONSTRUCTION CONTINGENCY (10%)				<b>\$ 539,540.00</b>		<b>\$ 232,530.00</b>		<b>\$ 182,865.00</b>		<b>\$ 55,020.00</b>		<b>\$ 69,125.00</b>
		<b>TOTAL CONSTRUCTION</b>				<b>\$ 5,934,940.00</b>		<b>\$ 2,557,830.00</b>		<b>\$ 2,011,515.00</b>		<b>\$ 605,220.00</b>		<b>\$ 760,375.00</b>
		Engineering Legal (15%)				<b>\$ 890,241.00</b>		<b>\$ 383,674.50</b>		<b>\$ 301,727.25</b>		<b>\$ 90,783.00</b>		<b>\$ 114,056.25</b>
		<b>TOTAL PROJECT COST</b>				<b>\$ 6,825,181.00</b>		<b>\$ 2,941,504.50</b>		<b>\$ 2,313,242.25</b>		<b>\$ 696,003.00</b>		<b>\$ 874,431.25</b>
		SUBTOTAL CONSTRUCTION				<b>\$ 4,133,950.00</b>		<b>\$ 1,833,950.00</b>		<b>\$ 1,433,950.00</b>		<b>\$ 413,950.00</b>		<b>\$ 513,950.00</b>
		CONSTRUCTION CONTINGENCY (10%)				<b>\$ 413,950.00</b>		<b>\$ 183,395.00</b>		<b>\$ 143,395.00</b>		<b>\$ 41,395.00</b>		<b>\$ 51,395.00</b>
		<b>TOTAL CONSTRUCTION</b>				<b>\$ 4,547,900.00</b>		<b>\$ 2,017,345.00</b>		<b>\$ 1,577,345.00</b>		<b>\$ 455,345.00</b>		<b>\$ 565,345.00</b>
		Engineering Legal (15%)				<b>\$ 682,135.00</b>		<b>\$ 286,627.50</b>		<b>\$ 229,151.25</b>		<b>\$ 68,213.50</b>		<b>\$ 87,270.75</b>
		<b>TOTAL PROJECT COST</b>				<b>\$ 5,229,935.00</b>		<b>\$ 2,303,972.50</b>		<b>\$ 1,806,496.25</b>		<b>\$ 523,558.50</b>		<b>\$ 652,615.75</b>

## EXHIBIT 'C'

### OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER.

1. Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the project.
2. Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
3. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary completion of the Project.
7. Attend the Prebid Conference, Bid opening, Preconstruction Conferences, Construction Progress Meetings and other job related meetings and Substantial Completion Inspection and Final Payment Inspection.
8. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER'S services, or any defect or non-conformance in the work of any Contractor.
9. Pay invoices for services rendered on time.

C-1

(Effective 10/01/11)  
(Supersedes 11/01/08)

## EXHIBIT 'D'

### A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

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

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

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

#### A. General

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

#### B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
  - a. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER'S on-site operations.
  - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
  - a. Record date of receipt of Shop Drawings and samples.
  - 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 Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
  - a. Conduct on-site observations of the 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 Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and 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.
6. *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.
7. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. *Records:*
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
  - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. *Reports:*
  - a. Furnish 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. Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes and Field Orders.
  - d. Report immediately to ENGINEER and OWNER upon occurrence of any accident.
10. *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.
11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER'S authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by ENGINEER.