

RESOLUTION 10-104

A RESOLUTION TO CONTRACT WITH CONSOLIDATED TECHNOLOGIES (CTI) FOR CONSTRUCTION PHASE, SERVICES AND RESIDENT PROJECT REPRESENTATION OF THE WASTEWATER TREATMENT PLANT

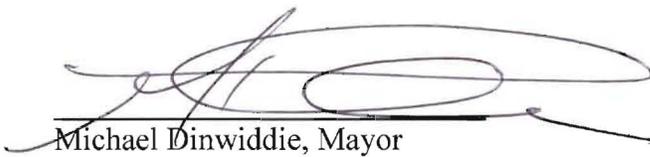
WHEREAS, the City of Spring Hill contracted with CTI for the design of a Wastewater Treatment Plant on June 15, 2009; and

WHEREAS, the City of Spring Hill is ready to begin the bid process for this project; and

WHEREAS, the City of Spring Hill wishes to enter into an agreement with CTI for the construction phase, services and resident project representation of the Wastewater Treatment Plant; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Mayor and Aldermen approves the attached agreement as recommended by City Staff, with Consolidated Technologies, Inc. (CTI) for professional engineering services for the Construction Phase and the Resident Project Representation of the Expansion of the Waste Water Treatment Plant as stated in the attached agreement and to be approved by the City Attorney; for a total fee not to exceed \$449,853.00, to be drawn from the Water-Sewer Fund.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 18th day of October, 2010.



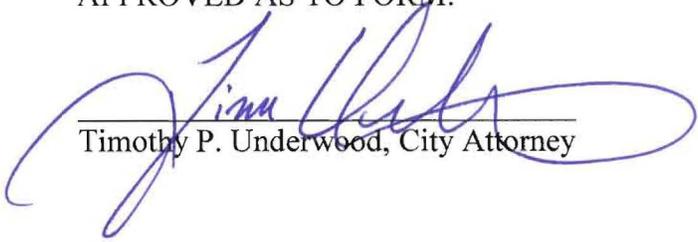
Michael Dinwiddie, Mayor

ATTEST:



April Goad, City Recorder

APPROVED AS TO FORM:



Timothy P. Underwood, City Attorney

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this _____ day of _____ 2010, by and between the City of Spring Hill, Tennessee (hereinafter referred to as CLIENT) and CTI Engineers, Inc., (hereinafter referred to as CTI).

Whereas, the CLIENT desires to engage CTI to perform certain professional engineering services in connection with construction of an expansion to the CLIENTS existing wastewater treatment plant (hereinafter referred to as the project). The engineering design of such expansion was designed by CTI under an Agreement with the CLIENT dated July 22, 2009. Additional services are now required to move the project through bidding and award, construction, and completion.

Now, therefore, the CLIENT and CTI do hereby agree as follows:

1. CTI shall provide engineering services for the project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Agreement.
2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.
3. For the services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI shall be paid the following lump sum or hourly rate fees:

Service	Fee Basis	Fee
Construction Phase Services	Lump Sum	\$ 219,453.00
Resident Project Representation	Hourly Rate	<u>230,400.00</u>
Total Fee		\$ 449,853.00

The fee amounts for lump sum and hourly rate services indicated above shall not be exceeded without prior written authorization of the CLIENT.

- 4. For the hourly rate services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI will be paid at the following hourly rates plus 110 percent of direct non-salary expenses.

CTI Personnel Classification	Hourly Rate
Executive Engineer/Manager	\$171
Senior Project Engineer/Manager	146
Project Engineer/Manager	130
Senior Geologist	127
Architect	101
Engineer	102
Engineer Intern	80
Senior Drafter/Technician	78
Drafter/Technician	68
Senior Project Representative	74
Project Representative	53
Senior Administrative	71
Senior Clerical/Secretarial Support	57
Clerical/Secretarial Support	43

The above hourly rates are effective through December 31, 2010. Rates shall be subject to annual adjustment based upon the standard rates per classification established by CTI.

Direct non-salary expenses shall include subcontracts, travel and subsistence, computer and CADD service charges, communications, field supplies and equipment rental, reproduction, and other project-related expenses.

- 5. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services may be at the hourly rates included above plus 110 percent of direct non-salary expenses or, for certain tasks with a well-defined scope of services, engineering services may be provided under a negotiated lump sum.
- 6. Invoices will be submitted by CTI monthly. For lump sum services, the invoice amount will be based upon the percentage of work completed during the period. For hourly rate services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.
- 7. Payments for invoices submitted by CTI are due and payable upon receipt. Payments due CTI under this Agreement are subject to a service charge of 1-1/2 percent per month on all balances not paid within sixty (60) days after the date of receipt of invoice.

Unless otherwise stipulated in writing, CTI is authorized to begin work on the project upon receipt from the CLIENT of an executed copy of this Agreement.

AGREEMENT FOR ENGINEERING SERVICES

In witness whereof, both parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

ACCEPTED BY CLIENT:

CITY OF SPRING HILL, TENNESSEE

BY 

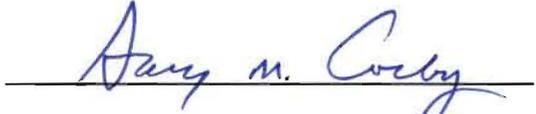
NAME Michael Dinwiddie

TITLE Mayor

DATE 2/3/11
(Insert here and on first line)

ACCEPTED BY CTI:

CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

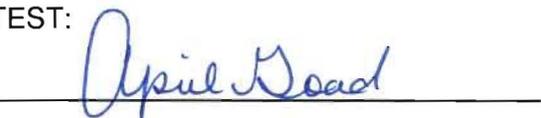
BY 

NAME Gary M. Cosby, P.E.

TITLE President

DATE 1/31/11

ATTEST:

BY 

NAME April Goad

TITLE City Recorder

ATTEST:

BY 

NAME Allen D. Stephens, P.E.

TITLE Executive Vice President

**APPENDIX A
GENERAL CONDITIONS**

1. **Standard of Care.** Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.
2. **Non-Disclosure.** CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.
3. **Opinions of Cost.** Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.
4. **Ownership and Reuse of Documents.** All documentation, calculations, drawings, specifications, manuals and reports developed by CTI pursuant to this Agreement shall be owned by the CLIENT. The CLIENT shall allow CTI to maintain original copies of such documentation, calculations, drawings, specifications, manuals and reports for internal use or review and any modification of such documentation, calculations, drawings, specifications, manuals and reports by the CLIENT will be at the CLIENT's sole risk and without any liability to CTI.
5. **Electronic Copies of Documents.** CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.
6. **Insurance.** CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability and Automobile Liability Insurance with a combined single limit of \$1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of \$1 million.
7. **Suspension, Cancellation, and Termination.** The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing for bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.
8. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT.

9. **Disputes.** All claims, disputes, and other matters in question between the parties relative to this Agreement shall first be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event that the parties do not reach a successful conclusion at mediation or agree not to pursue mediation then each party is free to pursue any legal cause of action in Maury County, Tennessee.
10. **Construction Phase Services.** Neither the activities of CTI under this Agreement nor the presence of its employees or agents at the job site shall imply any responsibility for the CLIENT's or construction contractor's methods of work performance, superintendence, supervision, sequencing of construction, or safety on or about the job site. CTI shall not be responsible for the failure of any contractor, subcontractor, or supplier not under contract to CTI to fulfill its responsibilities to the CLIENT or to comply with federal, state, or local laws/regulations/codes. CTI shall not be bound by any provision or obligation contained in the construction contract documents unless specifically included or referenced in the Scope of Services of this Agreement.
11. **Resident Observation.** Where applicable, services under "Resident Observation" or "Resident Project Representation" are provided to help minimize the risk of defects and deficiencies in the work of the construction contractor. Such services will consist of visual observations of the construction work and the equipment and materials used therein to enable CTI to render its professional opinion as to whether the work, in general, is proceeding in accordance with the contract documents. Such observation activities shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.
12. **Subsurface Investigations.** For services involving underground investigations and borings, the CLIENT understands that there is a risk that underground conditions may vary between, below, and beyond the actual locations explored. Accordingly, CTI cannot and does not guarantee that underground conditions encountered during construction will not differ from those indicated by the investigation.
13. **Hazardous Materials.** Hazardous materials may exist at a site when there is no reason to believe they could or should be present. The CLIENT agrees that discovery of unanticipated hazardous materials constitutes a changed condition which may be cause for additional compensation. At no time shall the actions of CTI on or off the project site be interpreted to make CTI an owner, operator, generator, transporter, or disposer of hazardous materials. CTI shall notify the CLIENT upon discovery of unanticipated hazardous materials. The CLIENT shall make any disclosures required by law to appropriate regulatory agencies or to the property owner, if the project site is not owned by the CLIENT.
14. **Fees and Taxes.** The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.
15. **Expert Witness Services.** CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.
16. **Purchase Orders.** The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.
17. **Assignment and Successors.** Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this Agreement. Nothing in this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.
18. **Waiver.** Any failure by CTI to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI may subsequently require strict compliance at any time.
19. **Severability.** Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.
20. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee. Venue will be in Maury County, Tennessee.
21. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

APPENDIX B SCOPE OF SERVICES

I. SERVICES OF CTI

A. Construction Phase Services

1. *Bidding and Award Services.* CTI will assist the CLIENT in the preparation of bid packages, bidding and bid analysis, and contract award. Bidding services will include the following tasks:
 - a. Assist the CLIENT in preparing and placing advertisements for bids in local papers and other media as selected by the CLIENT. CLIENT will pay for advertising cost.
 - b. Distribute drawings and bound contract documents and specifications to the contractors for use in bidding the project. Contractors shall be required to pay CTI an appropriate cost for reproduction, shipping, and handling of bid documents.
 - c. As required, interpret contract documents and issue addenda.
 - d. Assist the CLIENT in collecting and tabulating all bids.
 - e. Analyze bids received and prepare bid tabulation sheet.
 - f. Make recommendation of award to CLIENT and any funding agency.
 - g. Assist the CLIENT in assembling construction contract documents for execution.
2. *General Administration of Construction Contract.* CTI will consult with and advise CLIENT and act as CLIENT's representative as provided in the General Conditions of the construction contract, except as modified herein. The extent and limitations of the duties, responsibilities, and authority of CTI as assigned in said General Conditions will not be further modified, except as CTI may otherwise agree in writing. All of the CLIENT's instructions to Contractor will be issued through CTI who will have authority to act on behalf of the CLIENT to the extent provided in said General Conditions, except as otherwise provided in writing.
3. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor while it is in progress:
 - a. CTI will make visits to the site at intervals appropriate to the various stages of construction as CTI deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. CTI will provide the services of a Resident Project Representative (RPR) and

assistants if required at the site to assist CTI and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, CTI will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CTI will keep the CLIENT informed of the progress of the work.

- b. The RPR and any assistants will be CTI's employee or agent and under CTI's supervision. The duties and responsibilities of the RPR are described in Appendix C.
 - c. The purpose of CTI's visits to and representation of the RPR (and assistants, if any) at the site will be to enable CTI to better carry out the duties and responsibilities assigned to and undertaken by CTI during the Construction Phase, and, in addition, by exercise of CTI's efforts as an experienced and qualified design professional, to provide for the CLIENT a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. On the other hand, CTI will not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor will CTI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incidental to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Accordingly, CTI can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for the Contractor's failure to furnish and perform the work in accordance with the Contract Documents.
4. *Defective Work.* During such visits and on the basis of such observations, CTI may disapprove of or reject the Contractor's work while it is in progress if CTI 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 project as reflected in the Contract Documents.
 5. *Interpretations and Clarifications.* CTI will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

6. *Shop Drawings.* CTI will review (or take other appropriate action in respect to) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which the Contractor is required to submit, but only for general conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.
7. *Substitutes.* CTI will evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.
8. *Inspections and Tests.* CTI will have authority, as the CLIENT's representative, to require special inspection or testing of the work and will receive and review all certificates of inspections, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
9. *Disputes between CLIENT and Contractor.* CTI will act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the CLIENT 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. CTI will not be liable for the results of any such interpretations or decisions rendered in good faith.
10. *Applications for Payment.* Based on CTI's on-site observations as an experienced and qualified design professional, on information provided by the RPR and on review of applications for payment and the accompanying data and schedules:
 - a. CTI will determine the amounts owing to the Contractor and recommend in writing payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the CLIENT, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CTI's knowledge, information, and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents). In the case of unit price work, CTI's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, CTI will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by CTI to check the quality or quantity of the Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to CTI in this Agreement. CTI's review of the Contractor's work for the purposes of recommending payment will not impose on CTI responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incidental thereto or Contractor compliance with laws, rules, regulations, ordinances, codes, or orders applicable to furnishing and performing the work. It will also not impose responsibility on CTI to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to the CLIENT free and clear of any lien, claims, security interest, or encumbrances, or that there may not be other matters at issue between the CLIENT and the Contractor that might affect the amount that should be paid.
11. *Contractor's Completion Documents.* CTI will receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, tests, and acceptance, which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and acceptance of the results certified indicate compliance with, the Contract Documents); and will transmit them to the CLIENT with written comments.
12. *Inspections.* CTI will conduct a visual inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so CTI may recommend, in writing, final payment to the Contractor and may give written notice to the CLIENT and the Contractor that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in Paragraph 10b above.
13. *Project Meetings.* Attend all project-related meetings and conferences with the CLIENT, Contractor(s), and other applicable parties. At a minimum, construction progress meetings shall be held monthly during the construction period.
14. *Record Drawings.* CTI will review and correlate the Contractor's as-built records with designer's records. CTI will provide two blackline copies and one digital file in PDF format of record drawings to the CLIENT.

15. *Limitation of Responsibilities.* CTI will not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except CTI's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in Paragraphs 1 through 14, inclusive, will be construed to release CTI from liability for failure to properly perform duties and responsibilities assumed by CTI under this Agreement.

B. Resident Project Representation

CTI will furnish an RPR, as approved by the CLIENT and who is employed directly by CTI, to observe performance of the work of the Contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, CTI will endeavor to provide further protection for the CLIENT against defects and deficiencies in the work of the Contractor; however, the furnishing of such services will not make CTI responsible for or give CTI control over construction means, methods, techniques, sequences, or procedures or for safety precautions or programs, or responsibility for the Contractor's failure to perform the work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are more fully described in Appendix C.

C. Additional Services Requiring Authorization in Advance

If authorized in writing by the CLIENT, CTI will furnish or obtain from others Additional Services of the types listed in the following paragraphs. These services are not included as part of Construction Phase or RPR Services.

1. Preparation of applications and supporting documents 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 effect on the design requirements of 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.
2. Providing renderings or models for the CLIENT's use.
3. Preparing documents for alternate bids requested by the CLIENT for Contractor's work which is not executed or documents for out-of-sequence work.
4. Services during out-of-town travel required of CTI other than visits to the site or the CLIENT's office.

5. Providing any type of property surveys or related engineering services needed for the transfer of interest in real property and field surveys for purposes of redesign or changes in alignment.
6. Preparing to serve or serving as a consultant or witness for the CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the project (except for assistance in consultations which is included as part of Basic Services).
7. Preparation of documentation to assist CLIENT in obtaining variances or exemptions from codes or regulations.
8. Assistance in applying for and obtaining zoning changes and appeals.
9. Additional services in connection with the project, including services which are to be furnished by the CLIENT and services not otherwise provided for in this Scope of Services.

D. Required Additional Services

When required by the Contract Documents in circumstances beyond CTI's control, CTI will furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from the CLIENT, Additional Services of the types listed below. These services are not included as part of Construction Phase or RPR Services. CTI will advise the CLIENT promptly after starting any such Additional Services.

1. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.
2. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
3. Services in connection with any partial utilization of any part of the project by the CLIENT prior to substantial completion.
4. Evaluating an unreasonable or extensive number of claims submitted by the Contractor or others in connection with the work.

II. RESPONSIBILITIES OF CLIENT

The CLIENT will be responsible to:

- A. Provide all criteria and full information as to its requirements for the project.
- B. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, furnish CTI with data, reports, surveys, and other materials and information required for this project, except those included in CTI's scope of services.
- D. Acquire all land, easements, and rights-of-way as required for this project.
- E. Provide access to the project site and make all provisions for CTI to enter upon public and private lands as required for CTI to perform its services under this Agreement.
- F. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals, and other documents presented by CTI to the CLIENT, and render in writing the CLIENT's decisions pertaining thereto within a reasonable time so as not to delay the services of CTI.
- G. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.
- H. Pay applicable permit and review fees assessed by regulatory agencies in connection with the project.

III. PERIODS OF SERVICE

- A. The provisions of this section and the various rates of compensation for CTI's services provided for elsewhere in this Scope of Services have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase.
- B. The construction phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon written recommendation by CTI of final payment on the last prime contract to be completed.
- C. If the CLIENT has requested significant modifications or changes in the general scope, extent, or character of the project, the time of performance of CTI's services will be adjusted equitably.
- D. The periods of service under the construction phase and RPR phase are based upon a construction contract time of 720 consecutive calendar days (24 months). If the Contractor fails to substantially complete the project within the original

contract time and the CLIENT desires CTI to extend the construction phase and RPR services, the lump sum amount for construction phase services and the hourly rate amount for resident project representative services provided for elsewhere in this Agreement will be subject to equitable adjustment.

- E. If CTI's services during construction of the project are delayed or suspended in whole or in part by the CLIENT for more than 1 year for reasons beyond CTI's control, the various rates of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment.
- F. In the event that the CLIENT authorizes CTI to extend construction phase services or resident project representation services beyond the expiration of the original construction contract time, the following conditions shall apply:
 - 1. Compensation for the extended services shall not be conditional upon the CLIENT's collection of liquidated damages from the Contractor.
 - 2. The CLIENT shall indemnify, defend, and hold harmless CTI, its officers, employees, and agents from and against all claims for economic loss by the Contractor initiated in response to the CLIENT's decision to seek liquidated damages from the Contractor for violation of contract time.

**APPENDIX C
DUTIES AND RESPONSIBILITIES OF
RESIDENT PROJECT REPRESENTATIVE**

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

1. General

The RPR is CTI's employee at the site, will act as directed by and under the supervision of CTI, and will confer with CTI regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site work will in general be with CTI and the Contractor, keeping the CLIENT advised as necessary. The RPR's dealings with subcontractors will only be through or with the full knowledge and approval of the Contractor. The RPR will generally communicate with the CLIENT with the knowledge of and under the direction of CTI.

2. Duties and Responsibilities of RPR

- a. *Schedules.* Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by the Contractor, and consult with CTI concerning acceptability.
- b. *Conferences and Meetings.* Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
- c. *Liaison:*
 - (1) Serve as CTI's and CLIENT's liaison with the Contractor, working principally through the Contractor's superintendent, and assist in understanding the intent of the Contract Documents; and assist the CLIENT with the Contractor when the Contractor's operations affect the CLIENT's on-site operations.
 - (2) Assist in obtaining from the CLIENT additional details or information, when required for proper execution of the work.
- d. *Shop Drawings and Samples:*
 - (1) Record date of receipt of shop drawings and samples.
 - (2) Receive samples which are furnished at the site by the Contractor, and notify CTI of availability of samples for examination.
 - (3) Advise CTI and the Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by CTI.

- e. *Review of Work, Rejection of Defective Work, Inspections, and Tests:*
- (1) Conduct on-site observations of the work in progress to assist CTI in determining if the work is in general proceeding in accordance with the Contract Documents.
 - (2) Report to CTI whenever the 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 CTI of work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 - (3) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record, and report to CTI appropriate details relative to the test procedures and start-ups.
 - (4) Accompany the CLIENT and visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to CTI.
- f. *Interpretation of Contract Documents.* Report to CTI when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by CTI.
- g. *Modifications.* Consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report with the RPR's recommendations to CTI. Transmit to the Contractor decisions as issued by CTI.
- h. *Records:*
- (1) 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, additional drawings issued subsequent to the execution of the contract, CTI's clarifications and interpretations of the Contract Documents, progress reports, and other project-related documents.
 - (2) Keep daily inspection reports along with 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 CTI.

- (3) Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials, and equipment.
- i. *Reports:*
 - (1) Furnish CTI and the CLIENT periodic reports as required of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (2) Consult with CTI and the CLIENT in advance of scheduled major tests, inspections, or start of important phases of the work.
 - (4) Report immediately to CTI and the CLIENT upon the occurrence of any accident.
 - j. *Payment Requests.* Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to CTI, 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.
 - k. *Completion:*
 - (1) Before a Certificate of Substantial Completion is issued, submit a list of observed items requiring completion or correction.
 - (2) Conduct final inspection in the company of CTI, the CLIENT, and Contractor and prepare a final list of items to be completed or corrected.
 - (3) Observe that all items on the final list have been completed or corrected and make recommendations concerning acceptance.
3. Limitations of Authority
- The RPR:
- a. Will not authorize any deviation from the Contract Documents or substitution of materials or equipment.
 - b. Will not exceed limitations of CTI's authority as set forth in the Agreement or the Contract Documents.
 - c. Will not undertake any of the responsibilities of the Contractor, subcontractors, or the Contractor's superintendent.
 - d. Will not advise on, issue directions relative to, or assume control over any aspect

of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

- e. Will not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
- f. Will not accept shop drawing or sample submittals from anyone other than the Contractor.
- g. Will not authorize the CLIENT to occupy the project in whole or in part.