

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 16, 2019.

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

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Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

#### *D1.01 Resident Project Representative*

- A. The Engineer shall furnish a resident project representative (RPR), assistants, and other field staff to assist the Engineer in observing performance of the Work of the Contractor.
- B. Through more extensive on-site observations of the Work in progress, and field checks of materials and equipment by the RPR and assistants, the Engineer shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work; but, the furnishing of such services will not make the Engineer responsible for or give the Engineer 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.
- C. The duties and responsibilities of the RPR are limited to those of the Engineer in the Engineer's agreement with the Owner, and in the construction Contract Documents, and are further limited and described as follows:
  - 1. *General:* RPR is the Engineer's agent at the site and will act as directed by and under the supervision of the Engineer and will confer with the Engineer regarding RPR's Actions. RPR's dealing in matters pertaining to the on-site work shall, in general, be with the Engineer and Contractor, keeping the Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the Owner with the knowledge of and under the direction of the Engineer. As agent for the Engineer, with express and implied supervisory authority, the RPR's authority shall be limited only by the limitations on authority placed upon the Engineer in the Contract Documents. The Contractor shall be entitled to rely upon the representations and instructions provided by the Resident Project Representative as agent for the Engineer,

2. *Schedules*: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the Engineer concerning acceptability.
3. *Conferences and Meetings*: Attend meetings with the Contractor, such as Pre-Construction Conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison*:
  - a. Serve as the Engineer's liaison with the Contractor's working principally through the Contractor's superintendent, and assist in understanding the intent of the Contract Documents; and assist the Engineer in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.
  - b. Assist in obtaining, from the Owner, additional details or information, when required, for proper execution of the Work.
5. *Shop Drawings and Samples*:
  - a. Record date of receipt of Shop Drawings and Samples.
  - b. Receive samples, which are furnished at the site by Contractor, and notify the Engineer of availability of samples for examination.
  - c. Advise the Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample, if the submittal has not been approved by the Engineer.
6. *Review of Work, Rejection of Defective Work, Inspections and Tests*:
  - a. Conduct on-site observations of the Work in progress to assist the Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b. Report to the Engineer 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 the Engineer of Work that the 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 start-up 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 the Engineer appropriate details relative to the test procedures and start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to the Engineer.
7. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed, and transmit, to the Contractor, clarifications and interpretations as issued by the Engineer.
8. *Modifications:* Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications, and report with RPR's recommendations to the Engineer. Transmit, to the Contractor, decisions, as issued by the Engineer.
9. *Records:*
- a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, re-productions of original Contract Documents, including all work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - b. Keep a diary or log book, recording the 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 the Engineer.
  - c. Record names, addresses, and telephone numbers of all the Contractor's, subcontractors, and major suppliers of materials and equipment.

10. *Reports:*

- a. Furnish the Engineer periodic reports, as required, on progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - b. Consult with the Engineer, in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from the Contractor and recommended to the Engineer Change Orders, Work Directive Changes, and Field Orders.
  - d. Report immediately to the Engineer and Owner, upon the occurrence of any accident.
11. *Payment Requests:* Review applications for payment with the Contractor for compliance with the established procedure for their submission, and forward with recommendations to the 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, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operating manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the Engineer for review and forwarded to the Owner prior to final payment for the Work.
13. *Completion:*
- a. Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
  - b. Conduct final inspection in the company of the Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.
  - c. Observe that all items on a final list have been completed or corrected, and make recommendations to the Engineer concerning acceptance.

#### D. 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 the Engineer.
2. Shall not exceed limitations of the Engineer's authority, as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of the 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, or procedures of construction, unless such advice or directions are specifically required by the Contract Documents.
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 the Contractor.
7. Shall not authorize the Owner to occupy the Project in whole or part.
8. Shall not participate in specialized field or laboratory field or laboratory tests or inspections conducted by others, except as specifically authorized by the Engineer.

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