

This is **EXHIBIT C**, consisting of 3 pages, referred to  
in the **Agreement between GCDC-WWS and ENGINEER**  
for Professional Services, dated 07-09-2013

Initials:  
GCDC-WWS AWD  
ENGINEER ASD

## **DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE**

Engineer shall furnish a full-time Resident Project Representative ("RPR") approved by GCDC-WWS, assistants and other field staff to assist Engineer in observing progress and quality of the Work. Engineer shall ensure that there are no defects or deficiencies in the Work, assure the proper progress of the Work and determine if the Work is proceeding in accordance with the Contract Documents. Engineer shall not permit the Work of the Contractor, any Subcontractor, any Supplier or any other person or organization performing or furnishing any of the Work to deviate from the requirements of the Contract Documents.

### **A. General**

RPR is Engineer's agent at the Site, shall act as directed by and under the supervision of Engineer, and shall confer with Engineer regarding its actions. RPR's dealings in matters pertaining to the Work shall in general be with Engineer and Contractor, keeping GCDC-WWS advised in writing of all pertinent developments. RPR's dealings with Subcontractors shall only be with the written approval of the Contractor. RPR shall communicate with GCDC-WWS with the knowledge of, and under the direction of, Engineer.

### **B. Duties and Responsibilities of RPR**

1. *Schedules:* Review schedules as required by Paragraph 2.05 of the General Conditions and as amended by the Supplementary Conditions, if applicable. Review the Progress Schedule, payment schedules, Contractor Work schedules and updates, Contractor submittal logs and updates, schedule of Shop Drawings, Schedule of Submittals, Schedule of Values, and all other Project submittals prepared by Contractor, and consult with Engineer concerning acceptability of such submittals. Receive and distribute monthly Contractor submittals (i.e., construction photos, submittal logs, schedule updates, and narratives).
2. *Conferences and Meetings:* Attend conferences and meetings with Contractor, such as preconstruction 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 Contract Documents, and assist Engineer in serving as GCDC-WWS's liaison with Contractor when Contractor's operations affect GCDC-WWS's on-Site operations.
  - b. Assist in obtaining from GCDC-WWS additional details or information when required for proper execution of the Work.
  - c. Issue and receive written field communications to and from Contractor with the written approval of GCDC-WWS.
4. *Shop Drawings and Samples:*
  - a. Ensure receipt of and record date of receipt of Shop Drawings and Samples.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any 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. Observe initial operation of the Project. Observe all equipment start-up and testing. Obtain the equipment manufacturer's certificate of proper installation and operation, including start-up reports from the equipment manufacturer.
  - b. Conduct on-Site observations of the Work in progress to assist Engineer in determining if the Work is proceeding in accordance with the Contract Documents. Coordinate process and equipment shut-downs with Contractor and GCDC-WWS.
  - c. Report to Engineer whenever RPR believes that any Work will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the

- design concept of the completed Project as a functioning whole as set forth in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made. 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.
- d. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to Engineer appropriate details relative to the test procedures and start-ups.
  - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, and record the results of these inspections, and report to Engineer.
  - f. Observe the Work for compliance with the Drawings and Specifications.
  - g. Obtain all on-Site test results as authorized by GCDC-WWS.
6. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed. Consider, evaluate, and report to Engineer, Contractor's requests for modification. Transmit to Contractor clarifications and interpretations as issued by Engineer and as approved by GCDC-WWS in writing.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications, and report RPR's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Records:*
- a. Maintain a complete Project file at the Site, including a complete and orderly file of all correspondence, reports, memos (including file and telephone), reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, RFIs, CMRs, RFQs, schedules, field communications, meeting minutes, progress reports, daily inspection reports, test reports and results, payment requests, Shop Drawing submittals received from and delivered to Contractor, and other Project related documents.
  - b. Prepare daily diary reports of the Work when on the Site. Such reports shall include the following information: (A) Contractor and Subcontractor's hours on Site; (B) weather conditions; (C) data relative to questions of extras or deductions; (D) lists of visitors to the Site; (E) list of visiting manufacturer reps; (F) daily Work activity; (G) decisions; (H) general observations; (I) specific observations; (J) test procedures; (K) test results; (L) numbers of Contractor and Subcontractor personnel by classification; (M) list of Contractor and Subcontractor equipment by type and model; and (N) all other pertinent information.
  - c. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of Materials and Major Equipment.
  - d. Ensure that Contractor and all Subcontractors obtain and maintain the insurance policies with the coverages as required by the Standard General Conditions.
  - e. Review stored Materials for compliance with storage and maintenance requirements. Ensure receipt of lien release forms from Contractor for stored Materials which have been paid for by GCDC-WWS.
9. *Reports:*
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawings and Sample submittals.
  - b. Consult with Engineer in advance of scheduled major tests, inspections, or the start of important phases of the Work.
  - c. Draft proposed Change Orders and Work Change Directives, obtaining backup Material from Contractor and recommend to Engineer Change Orders, Work Change Directives, and Field Orders.
  - d. Report immediately to Engineer and GCDC-WWS the occurrence of any accident or incident.

- e. Provide written notice to GCDC-WWS of Claims, document the Claims history for future use, and respond to Claims as directed by GCDC-WWS.
  - f. Issue notices of non-conformance for Work not conforming to the Drawings and Specifications with the written approval of GCDC-WWS.
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 these forgoing documents delivered to Engineer for review and forwarding to GCDC-WWS prior to final payment for the Work.
12. *Completion:*
- a. Conduct Substantial Completion inspections, prepare Substantial Completion punch lists, and recommend to Engineer the issuance or non-issuance of a Certificate of Substantial Completion.
  - b. Observe whether Contractor has performed inspections required by rules, Laws and Regulations, ordinances, codes, or orders applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
  - c. Conduct a final inspection with Engineer, GCDC-WWS, and Contractor, and prepare a final list of items to be completed or corrected.
  - d. Observe whether all items on final list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

### **C. Limitations of Authority by RPR**

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of Materials or equipment (including "or-equal" items), unless authorized by Engineer and approved in writing by GCDC-WWS.
2. Exceed the limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of the Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over, any aspect of the means, methods, techniques, sequences or procedures of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over, safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Authorize GCDC-WWS to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

This is **EXHIBIT D**, consisting of  1  page, referred to  
in the **Agreement between GCDC-WWS and ENGINEER**  
for Professional Services, dated  07-09-2013

Initials:  
GCDC-WWS  [Signature]   
ENGINEER  [Signature]

**NOTICE OF ACCEPTABILITY OF WORK**

PROJECT \_\_\_\_\_

CONTRACT \_\_\_\_\_

CONTRACT DATE \_\_\_\_\_

GCDC-WWS's CONTRACT NO. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ENGINEER \_\_\_\_\_

Engineer represents and warrants to GCDC-WWS and Contractor that the completed Work furnished and performed by Contractor under the above-mentioned Contract is acceptable in accordance with the provisions of the above-mentioned Contract.

\_\_\_\_\_  
ENGINEER

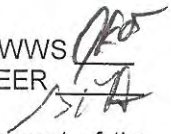
By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 20 \_\_\_\_\_

This is **EXHIBIT F**, consisting of 1 page, referred to  
in the **Agreement between GCDC-WWS and Engineer**  
for Professional Services, dated 07-09-2013

Initials:  
GCDC-WWS  
ENGINEER



Paragraph 8.3 of the Agreement is amended and supplemented to include the following agreement of the Parties.

**8.3 Insurance**

The insurance policies and the limits of liability for such insurance policies required to be obtained and maintained by Engineer in accordance with Paragraph 8.3 of the Agreement are as follows:

1.	Workers' Compensation:	Statutory
2.	Employer's Liability:	<u>\$ 1,000,000.00</u>
3.	General Liability:	
	General Aggregate:	<u>\$ 1,000,000.00</u>
	Each Occurrence (Bodily Injury and Property Damage):	<u>\$ 1,000,000.00</u>
4.	Excess Umbrella Liability:	
	Each Occurrence:	<u>\$ 1,000,000.00</u>
	General Aggregate:	<u>\$ 1,000,000.00</u>
5.	Automobile Liability:	
	a. Bodily Injury:	
	Each Person	<u>\$ 500,000.00</u>
	Each Accident	<u>\$ 500,000.00</u>
	Property Damage:	
	Each Accident	<u>\$ 500,000.00</u>
	or	
	b. Combined Single Limit (Bodily Injury and Property Damage):	
	Each Accident	<u>\$ 1,000,000.00</u>
6.	Other (specify):	
	Professional Liability	<u>\$ 1,000,000.00 /occurrence</u> <u>\$ 2,000,000.00 /Aggregate</u>

The GCDC-WWS shall be named as an additional insured on Engineer's policies of insurance as described above and as set forth in Paragraph 8.3 of the Agreement. Engineer shall promptly deliver to GCDC-WWS Certificates of Insurance evidencing the coverage required herein.

GCDC-WWS will not carry insurance covering the Project until the Project is completed.