

**MODIFICATION NO. 2
To
A/E SERVICES AGREEMENT**

**FOR INCORPORATING THE PROFESSIONAL ENGINEERING SERVICES
FOR
*Town of Whitestown, IN***

ATTACHMENT G – I-65 AND SR 267 INTERCHANGE WATER MAIN RELOCATION

1. **DATE:** February 2, 2021
2. **CLIENT:** Town of Whitestown, IN
3. **ORIGINAL AGREEMENT:** Dated August 8, 2019
4. **CONSULTANT:** ms consulting, inc.
5. **MODIFICATIONS UNDER CONTRACT CLAUSES**

Paragraph 2 – Contractor’s Scope of Services; Construction Services; Add item 10.

6. **REASON FOR MODIFICATION**

This modification is for construction observation services related to the relocation of the existing water main at the SR 267 and I-65 interchange,

7. **MODIFICATION IN AGREEMENT**

Construction Services

ADD ITEM 10. WITH THE FOLLOWING:

10. Engineer shall provide full time construction observation services per the EJCDC construction bidding and contract documents for this Project. ENGINEER shall prepare and maintain at the job site orderly files of correspondence, meetings minutes, shop drawings, daily reports, Contract Documents including all addenda, change order and additional information pertinent to the project. Engineer shall keep a daily record of all construction activities and pay items that includes Contractor’s personnel, equipment, hours worked, weather, visitors, decisions, general observations and test results. See attachment for the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative (RPR)

The Hourly fee including all per diems, mileage and expenses shall be \$92.00 per hour with a Not-to-Exceed Fee of \$55,200. The fee is based on a 75-day construction period to substantial completion and a 30-day construction period to

final acceptance or a 15 week total for 8-hour days at a total of 600 hours not –to-exceed.

All other parts of the Engineering Agreement are unchanged and remain in force.

IN WITNESS WHEREOF, the parties hereunto have caused this Modification No. 1 to be executed, as of the date and year first above written, by affixing the signature of the duly authorized officer of **ms consultants, inc.** and by the **Town of Whitestown, IN.**

Client: **Town of Whitestown, IN**

Consultant: **ms consultants, inc**

Signature

Signature

Printed Name

Printed Name

Title

Title

Signature

Signature

Printed Name

Printed Name

Title

Title

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

1.01 PROJECT REPRESENTATIVE

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 extensive 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 or procedures 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:

1.02 GENERAL

RPR is Engineer's agent at the site will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with subcontractors 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.

1.03 DUTIES AND RESPONSIBILITIES OF RPR

- A. Conference and Meetings: Attend meetings with Contractor such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
- B. Liaison:
 - 1. 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.
 - 2. Assist in obtaining from Owner additional details or information when required for proper execution of the Work.

- C. Shop Drawings and Samples:
1. Maintain file of Shop Drawings.
 2. 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.
- D. Review of Work, Rejection of Defective Work, Inspections and Tests:
1. 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.
 2. 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.
 3. 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; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
 4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- E. 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.
- F. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer.
- G. 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, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 2. 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 change 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.

3. Record names, addresses and telephone numbers of all Contractor's, subcontractors and major suppliers of materials and equipment.
- H. Reports:
1. Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule.
 2. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
 3. Report immediately to Engineer and Owner upon the occurrence of any accident.
 4. Maintain file of Daily Reports of the job progress and conditions.
- I. Payment Request: 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.
- J. 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.
- K. Completion:
1. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 2. Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
 3. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

1.04 LIMITATIONS OF AUTHORITY

Resident Project Representative:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- B. Shall not exceed limitations of Engineer's authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.

- D. 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.
- E. Shall not advise on, or issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
- F. Shall not authorize Owner to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.