



SECTION 00800
SUPPLEMENTARY CONDITIONS

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;

REFERENCE POINTS

Paragraph 4.02.B. *Subsurface and Physical Conditions: Reports and Drawings.* Those Reports of explorations and tests of subsurface conditions at or contiguous to the Site and those Drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site used in preparing the Contract Documents are as follows:

None Applicable

Paragraph 4.06.A. *Hazardous Environmental Condition at Site: Reports and Drawings.* Those Reports and Drawings relating to a Hazardous Environmental Condition identified at the Site that have been utilized in the preparation of the Contract Documents are as follows:

None Applicable

ARTICLE 9A - RESIDENT PROJECT REPRESENTATIVE

9A.01 *Project Representation/General:* Resident Project Representative (RPR) is the OWNER's employee or agent at the Site, who will act as directed by and under the supervision of the OWNER and will confer with the OWNER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the OWNER 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.

9A.02 *Duties and Responsibilities of RPR.* The Resident Project Representative shall:

- A. *Schedules.*** Review the progress schedule, the schedule of Shop Drawings and sample submittals and schedule of values prepared by the CONTRACTOR; and consult with the OWNER concerning acceptability.
- B. *Conferences and Meetings.*** Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings and prepare and circulate copies of minutes thereof.

C. *Liaison.*

1. Serve as the OWNER'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 OWNER in serving as the OWNER's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations.
2. Assist in obtaining from the OWNER 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. KUB at its sole discretion may assign this responsibility to the Design Engineer who will act as the OWNER's Agent in reviewing submittals.
2. Receive samples that are furnished at the Site by the CONTRACTOR, and notify the OWNER of availability of samples for examination.
3. Advise the OWNER and CONTRACTOR of the commencement of any work requiring a Shop Drawing or sample if the OWNER has not approved the submittal.

E. *Review of Work, Rejection of Defective Work, Inspections, and Tests.*

1. Conduct on-site observations of the Work in progress to assist the OWNER in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
2. Report to the OWNER 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 inspections, test, or approval required to be made; and advise the OWNER 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 the OWNER 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 outcome of these inspections; and report to the OWNER.

F. *Interpretation of Contract Documents.* Report to the OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the OWNER.

G. *Modifications.* Consider and evaluate the CONTRACTOR's suggestions for modifications in the drawings or specifications and report with the RPR's recommendations to the OWNER. Transmit to the CONTRACTOR decisions as issued by the OWNER.

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 Change Directives, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Agreement, OWNER'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 Change Directives, 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 OWNER.
3. Record names, addresses and telephone number of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

I. *Reports.*

1. Furnish the OWNER as required with periodic reports of the progress of the Work and of the CONTRACTOR's compliance with the approved progress schedule, schedule of Shop Drawings and sample submittals.

2. Consult with the OWNER in advance of scheduled major tests, inspections, or start of important phases of the work.
3. Draft proposed Change Orders and work directive changes, obtaining backup material from the CONTRACTOR and recommend to the OWNER Change Orders, Work Change Directives, and Field Orders.
4. Report immediately to the OWNER's safety representative 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 the OWNER, noting particularly the relationship of the payment requested to the schedule of values and Work completed. Contractor supplied materials and equipment delivered at the Site but not incorporated in the Work remain Contractor's responsibility.

K. *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 the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the OWNER for review and forwarding to the OWNER prior to final payment for the Work.

L. *Completion.*

1. Before the OWNER issues a Certificate of Substantial Completion, submit to the CONTRACTOR a list of items requiring completion or correction.
2. Conduct final inspection in the company of the 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 the OWNER concerning acceptance.

9A.03 *Limitations of Authority.* The RPR shall not:

- A.** Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the OWNER;
- B.** Exceed limitations of the OWNER's authority as set forth in the Contract Documents;

- C.** Undertake any of the responsibilities of the CONTRACTOR, Subcontractors, or the CONTRACTOR's superintendent;
- D.** 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.** Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work;
- F.** Accept Shop Drawings or sample submittals from anyone other than the OWNER or the OWNER's appointed Representative;
- G.** Authorize the OWNER to occupy the project in whole or in part;
- H.** Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the OWNER.

END OF SECTION