

# REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

**Date:**

**Project Name & Number:** Stoney Creek Water Booster Station and Well House,  
Project No.: W03- 953

**CIP #:** 50318

**Project Description:** Combination Well House and Booster Station that will provide water for the Hwy 16 elevated reservoir and the proposed Red Rock reservoir. Areas benefiting from the project are Hwy 16, Wildwood, Southwest, Carriage Hills, and Red Rocks.

**Consultant:** CETEC Engineering Services, Inc.

**Original Contract Amount:** \$

**Original Contract Date:**

**Original Completion Date:**

**Amendment Number:**

**Amendment Description:**

**Current Contract Amount:**                     \$265,654.60                    

**Current Completion Date:** December 29,2007

**Change Requested:** \_\_\_\_\_

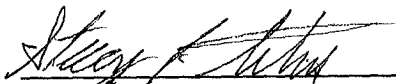
**New Contract Amount:**                     \$265,654.60                    

**New Completion Date:** December 29,2007

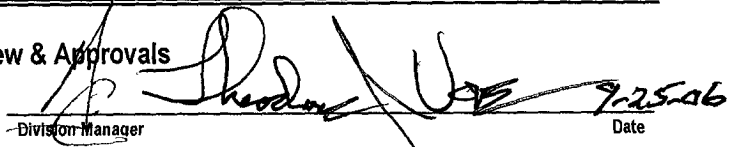
**Funding Source This Request:**

Amount	Dept.	Line Item	Comments
\$132,827.30	933	4223	Water Enterprise Fund Consultant Services
\$132,827.30	934	4223	Water Enterprise Fund Consultant Services
\$265,654.60	<b>Total</b>		

### Agreement Review & Approvals

  
Project Manager

9/25/06  
Date

  
Division Manager

9.25.06  
Date

\_\_\_\_\_  
Department Director

Date

\_\_\_\_\_  
City Attorney

Date

#### ROUTING INSTRUCTIONS

Route **two** originals of the **Agreement** for review and signatures.  
Finance Office - Retain one original  
Project Manager - Retain second original for delivery to Consultant  
cc: Public Works  
Engineering  
Project Manager

#### FINANCE OFFICE USE ONLY

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

	Date	Initials	Approved	
Appropriation	<u>9/25/06</u>	<u>ew</u>	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N
Cash Flow			<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N

**Engineering Services  
Agreement**

**for**

**Well #12 and Stoney Creek  
Booster Station**

**City of Rapid City**  
**Project No. W03-953/CIP 50318**

**PREPARED FOR:**

City of Rapid City  
300 6<sup>th</sup> Street  
Rapid City, SD 57701

**PREPARED BY:**

**cetec**  
ENGINEERING SERVICES, INC.

PO Box 9014  
Rapid City, SD  
57709-9014

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© 605.341.7864

[www.cetecengineering.com](http://www.cetecengineering.com)

September 25, 2006

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES  
FUNDING AGENCY EDITION**

*Prepared by*

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By

**ACEC**

AMERICAN COUNCIL OF ENGINEERING COMPANIES



**ASCE** American Society  
of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America



and the

Construction Specification Institute



Knowledge for Creating  
and Sustaining  
the Built Environment

This document has been accepted by the  
United States Department of Agriculture  
Rural Utilities Services, Water and Waste Programs

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract, Funding Agency Edition (No. C-710, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

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1420 King Street, Alexandria, VA 22314-2794  
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American Consulting Engineers Council  
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**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between  
City of Rapid City, South Dakota (“Owner) and  
CETEC Engineering Services, Inc. (“Engineer”).

Owner intends to Construct water supply well house and booster station, known as Well 12 and Stoney Creek  
Booster Station, City Project No. W03-953 / CIP 50318.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“Project”)

~~Financial assistance for this Project is expected to be provided by \_\_\_\_\_ (“Agency”),  
a governmental entity. Nothing herein creates any contractual relationship between Agency and Engineer.~~

Owner and Engineer agree as follows

**ARTICLE 1 - SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

## ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

### 3.01 *Commencement*

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- ~~E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.~~

## ARTICLE 4 - INVOICES AND PAYMENTS

### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to Owner. Engineer shall submit its invoices to Owner no more than once per month. Invoices are due and payable within 45 days of receipt.

### 4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice and funds are available for the Project, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0

shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 - OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

### ~~5.02 *Designing to Construction Cost Limit*~~

- ~~A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

### ~~5.03 *Opinions of Total Project Costs*~~

- ~~A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~

## ARTICLE 6 - GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.



- ~~F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.~~
- G. The General Conditions for any construction contract documents prepared hereunder are to be the City Standard Conditions plus any supplemental specifications. ~~“Standard General Conditions of the Construction Contract, Funding Agency Edition” as prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit I.~~
- H. Engineer shall not at any time supervise, direct, or have control over Contractor’s work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s furnishing and performing the Work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer’s own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
- ~~K. All Contract Documents and Applications for Payment shall be subject to Agency concurrence.~~

6.02 *Design without Construction Phase Services*

- ~~A. If Engineer’s Basic Services under this Agreement do not include Project observation, or review of the Contractor’s performance, or any other Construction Phase services, then (1) Engineer’s services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.~~

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Indemnity and Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- ~~B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Indemnity and Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.~~
- ~~C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract, Funding Agency Edition," (No. C-710, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.~~
- ~~D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.~~
- ~~E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.~~
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension.*

1. By Owner: Owner may suspend the Project upon seven days written notice to Engineer.
2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

- E. *Delivery of Project Materials to Owner.* Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer. Owner's use of any such Documents or Project materials shall be subject to the terms of Paragraph 6.03.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located, its conflict of laws provisions excepted.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 ~~Dispute Resolution~~

- ~~A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.~~
- ~~B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.~~

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to the best of our knowledge ~~Engineer in writing~~ the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from knowingly withholding a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

~~D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~

~~E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.~~

#### 6.11 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

### ARTICLE 7 - DEFINITIONS

#### 7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract, Funding Agency Edition," prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition):

1. *Additional Services* - The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, ~~Part 2,~~ of this Agreement.

2. *Agency* - The Federal or state agency named on page 1 of this Agreement.

3. *Basic Services* - The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, ~~Part 1,~~ of this Agreement.

4. *Construction Cost* - The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

5. *Constituent of Concern* - Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
6. *Consultants* - Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
7. *Documents* - Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
8. *Drawings* - That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
9. *Effective Date of the Agreement* - The date indicated in this Agreement on which it becomes effective. If no such date is indicated it means the date on which Agency concurs with the Agreement.
10. *Laws and Regulations; Laws or Regulations* - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
11. *Reimbursable Expenses* - The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
12. *Resident Project Representative* - The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit A.
13. *Specifications* - That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
14. *Total Project Costs* - The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

## ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

### 8.01 Exhibits Included

- A. Exhibit A, "Engineer's Services," consisting of 12 pages.
- B. Exhibit B, "Owner's Responsibilities," consisting of 1 of pages.

- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 2 pages.
- ~~D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of \_\_\_\_\_ pages.~~
- ~~E. Exhibit E, "Notice of Acceptability of Work," consisting of \_\_\_\_\_ pages.~~
- F. Exhibit G, "Indemnity and Insurance," consisting of 1 pages.

8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 12, inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument. ~~based on the format of Exhibit J to this Agreement.~~

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party to extent permitted by law.

~~8.04~~ *Federal Requirements*

- ~~A. *Agency Concurrence.* Signature of a duly authorized representative of Agency in the space provided on the signature page hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements~~
- ~~B. *Audit and Access to Records.* For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.~~
- ~~C. *Restrictions on Lobbying.* Engineer and each Consultant shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.~~
- ~~D. *Suspension and Debarment.* Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner.~~



IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Rapid City, SD

Engineer: CETEC Engineering Services, Inc.

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

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

Title: Mayor

Title: Principal

Attest: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Engineer License or Certificate No. C-1058

State of: South Dakota

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

Address for giving notices:

Title: City Finance Officer

1830 West Fulton Street

Date: \_\_\_\_\_

P.O. Box 9014

Address for giving notices:

Rapid City, SD 57709-9014

300 6<sup>th</sup> Street

Designated Representative (see paragraph 8.03.A):

Rapid City, SD 57701

Theodore F. Schultz

Designated City Representative (see paragraph 8.03.A):

Title: Project Manager

Name: Stacey Titus, P.E.

Phone Number: 605-341-7800

Title: PM for Utilities

Facsimile Number: 605-341-7864

Phone Number: (605) 394-4154

E-Mail Address: teds@cetecengineering.com

Facsimile Number: (605) 394-6636

E-Mail Address: stacey.titus@ragov.org

**AGENCY CONCURRENCE**

Agency: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit A

## EXHIBIT A

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 25, 2006.

### Project Schedule

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The project schedule outlined below is based on the scope of work outlined in the proposal and allows a maximum 5-working-day City review period.

Notice to Proceed with Design Services – October 3, 2006  
Kickoff Meeting & Investigative Services – October 10, 2006  
95% Drawings & Engineers Estimate Submittal – January 12, 2007  
Final Drawings and Specifications Complete – February 9, 2007  
Bid Opening Date – February 27, 2007  
Bid Award Date – March 5, 2007  
Project Start-up – October-November 2007 (Estimated)  
Construction Final Completion – December 2007 (Estimated)

### Project Team

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City of Rapid City Engineering  
CETEC Engineering Services, Inc. – Prime Consultant, civil process piping and related work.  
West Plains Engineering, Inc. – Electrical, Mechanical, Controls/Instrumentation/Noise Control  
Designworks, Inc. – Landscape Architecture/Sitework  
Albertson Engineering – Structural Engineering  
Fennel Design, Inc. – Architectural  
American Engineering Testing – Geotechnical Investigation & Testing

### CETEC Engineering Team

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Project Manager/Engineer – Greg Wierenga, P.E.  
Principal – Ted Schultz, P.E.  
CADD Technician – Rick Fox  
Construction Observer – Mike Riker  
Survey Chief – Keith Peterson, R.L.S  
Office Administrator/Accounting Control – Sandy Feickert

### Scope of Services

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#### 1. INVESTIGATIVE SERVICES

- 1.1 Review SD DENR, and Water Rights contacts. Call Water Rights and determine if supplemental information is needed.
- 1.2 Review 11-6-19 review comments and conditions of approval for the project. Determine if there are any requests for exceptions to 11-6-19 conditions.
- 1.3 Review City review comments for the 95% submittal. Return to the City. The 95% review comments for the drawings and specifications.
- 1.4 Review Construction budget and prepare new cost estimates based on current design and redlines.

- 1.5 Prepare submittal for City Attorney review of front-ends pertaining to "Contractor Pre qualification" and Alternates.
- 1.6 Review Project Status and Scope of Services. Provide investigation and reports on the following.
  - a. Generator delivery time change order (Butler contract).
  - b. Report on existing design data, drawings and specifications. Identify outstanding design issues and possible changes to design needed. Provide a report on the review of existing design data, reports, drawings, and specifications and provide general project discussion. The consultant should discuss design decisions; system components they believe may warrant further investigation or should be revisited. In general, the consultant should discuss whether they are in agreement with the design decisions, drawings, and equipment recommendations as contained in the 90% submittal and indicate if there are items they believe should be reevaluated.
  - c. West View Booster Modifications. Investigation feasibility of piping changes and incorporation of a check valve installation so as to allow water from Highway 16 to transfer to the Carriage Hills zone when peak use in Carriage Hills lowers the hydraulic gradient or when power fails at West View Booster in Carriage Hills below Highway 16. Provide schematic drawings.
  - d. Floor Plan and Disinfection Area Changes. Submit alternative floor plan layouts and disinfection equipment pad design concepts to provide for more efficient equipment layout and provide for accessible, but protected, plumbing, power and control wiring systems. Provide schematic drawings.
  - e. Ceiling Height. Submit building sections and elevations showing ceiling height changed from 10' to 12' and discuss benefits to process piping. Provide schematic drawing.
  - f. CT Requirements. Investigate regulatory requirements for disinfectant contact time relating to this facility, existing and future. Evaluate and report on anticipated CT values achieved for Well 12 based upon current service taps and possible future taps. Provide report with discussion of alternatives and possible design changes.
  - g. The City shall furnish all necessary City forms, drawings, background data, electronic files, water system data, standard details, construction report forms, construction change orders, pay requests and related documents necessary to complete the project. These items shall be furnished by the City within 5 days of request in electronic format if possible.
- 1.7 The proposed Well House/Booster Station is located adjacent to a residential neighborhood and minimizing noise generation from the facility needs to be addressed. For this reason, a noise system abatement study will be completed including design and material recommendations for noise mitigation.

## 2. DESIGN PHASE

- 2.1 Meet with City staff to finalize project concept and scope.
- 2.2 Establish design criteria for various components of the project.
- 2.3 Perform the following tasks:
  - a. Perform site surveys sufficient for finalization of design drawings.
  - b. Evaluate and recommend project components/manufacturers, and materials.
- 2.4 Prepare system layouts as necessary for electrical, mechanical and civil components of the project.
- 2.5 Incorporate recommendations from noise study in design.
- 2.6 Provide additional topographical survey as necessary to finalize the drawings (establish land ties and bench marks, locate property corners, and field locate all existing utilities). Additional topo of entire city lot.

- 2.7 Provide additional hydraulic modeling as necessary to verify system performance and compliance with system integration. Surge and water hammer analysis shall be analyzed as a component of the hydraulic modeling. Provide a Design Memorandum Report documenting the analysis. Add topographical survey of entire ownership limits of City lot.
- 2.8 Assume that the proposed structural, civil, mechanical, electrical, SCADA, landscaping, irrigation, and architectural design work generally will comply with that contained in the 90% submittal.
- 2.9 Provide three (3) copies of a final review set of drawings and specifications to City of Rapid City's project manager for review. This would normally be a 95% review but because the City has all ready completed a 90% review; this submittal should incorporate or address those comments and essentially be 100% complete.
- 2.10 Provide complete drawings and specifications for a lump sum construction contract.
- 2.11 Drawing documents shall adhere insofar as possible to current City of Rapid City Drafting Standards. Engineer may deviate from standards where previously prepared drawings do not allow for changes in format. Scale of plan & profile sheets, 1" = 20' Horiz., 1" = 5' Vert. Construction staking information for Contractor-furnished staking shall include either of the following formats:
  - a. On the Drawings
    - Station offsets for all items of work requiring field staking.
  - b. In tabular format on a plan sheet (Schedule)
    - Coordinates and description of inter-visible control points.
    - Coordinates of all items of work requiring field staking.
    - Benchmark information shall be provided on each sheet.
- 2.12 Information shown on the drawings shall be drafted to scale, except where specifically noted. Where scaled details are rendered illegible by drafting to scale, such may be drafted in symbol form and so noted.
- 2.13 Provide project layout plan to include lot lines (front and side) and addresses of all properties adjacent to the construction.
- 2.14 The City anticipates bidding the Red Rock Reservoir in December 2006. It is anticipated that the reservoir will be constructed, tested, and ready to receive water at the time this project is ready for startup. For this reason, the consultant will coordinate with the reservoir consultant pertaining to controls, startup services, etc. It is anticipated that some of the control components needed at the reservoir may need to be completed under this construction contract and start-up services for the reservoir will likely be contracted under this project's construction contract.
- 2.15 Coordinate directly with utility companies' engineering divisions to ensure that all existing utilities are completely and accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the drawings; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Drawings and specifications shall be provided to the pertinent utilities for comment at the time they are complete. Conduct a utility coordination meeting.
- 2.16 Provide general sequence of construction requirements. Establish milestone dates for construction contract.
- 2.17 Provide Detailed Specifications supplementing the current City of Rapid City Standard Specifications as necessary.
- 2.18 Provide Traffic Control Plan requirements for the project. The Contractor will be responsible for signage for various stages of construction.
- 2.19 Prepare opinion of probable construction cost (engineer's estimate) for the project. A cost estimate will be included for each major component of the project.

- 2.20 Prepare permit applications required by the City, including building permit and air quality permit.
- 2.21 Provide separate, special detail drawings at appropriate scale showing additional information necessary to construct the project that are not shown adequately elsewhere in the drawings.
- 2.22 Provide within the detailed specifications permits required by the contractor for construction, e.g. dewatering, air quality, etc.
- 2.23 Provide general provisions for construction dewatering, temporary sediment control requirements, and temporary waterway pollution prevention during construction. The intent is for the consultant to provide general guidelines and require the contractor to submit detailed plans regarding the methods and materials he proposes in order to comply with City, permit, and plans requirements.
- 2.24 Provide provisions for permanent erosion control and waterway pollution prevention measures. Review and design for anticipated flows in open channel resulting from well discharge during flow by-pass cycle at pump start-up.
- 2.25 Provide permanent landscaping and irrigation system measures.
- 2.26 Include appropriate City of Rapid City Standard Details in the drawings. (The City will furnish the consultant with AutoCAD drawings of these details.)
- 2.27 Deliver the following:
- a. Construction drawings on 24" x 36" Mylar and on CD compatible with AutoCAD Release 2006 format.
  - b. All topographic, control, and design points in the .dwg file and in tabular format, both on CD and on a hard copy print-out.
  - c. Complete supplemental (detailed) specifications on CD in Microsoft Word format.
  - d. An itemized cost estimate on CD in Microsoft Excel in format acceptable to the City of Rapid City, including quantity take-offs.
- 2.28 At a minimum, the drawings shall contain the same type and number of sheets as was submitted for the 90% review.
- 2.29 All submittals (drawings and specifications) believed by the Engineer of Record to be final shall contain a Certification Statement of Conformance with City Standards which shall read, "I (insert Engineer of Record's name) Certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City's adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents". This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The Certification Statement of Conformance with City Standards shall be signed and dated by the Engineer of Record.
- 2.30 The consultant is responsible for insuring that the design complies with City of Rapid City Standard Specifications.
- 2.31 The design engineer shall submit plans and specifications to SDDENR and resolve all SDDENR comments pertaining to the project.
- 2.32 The City reserves the right to make comments throughout the review process. The Consultant reserves the right to make requests for additional fee and time extensions for changes in scope.
- 2.33 The consultant, if desiring exceptions from City requirements or specifications, is responsible for requesting and securing exceptions and failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.

- 2.34 Formal project acceptance by City Council – The Consultant shall provide written notification when the project is complete and ready for acceptance by the City Council. This means 100% completion of all public improvements as shown on the drawings and described within the specifications. This typically would be done when the consultant recommends a “Final Pay Estimate” be processed for payment by the City.

### **3. BIDDING PHASE**

- 3.1 Administration of the project includes arranging and conducting a pre-bid conference, responding to bidder questions, Pre-qualification of bidders (when required), attending the bid opening.
- 3.2 Submit advertisement for bids to the City Project Manager for review and authorization to publish. After which the consultant shall submit the advertisement to the Rapid City Journal, Construction Industry Center, and others as applicable. Does not include publication fees.
- 3.3 Print and issue bidding documents, drawings and specifications to bidders, four (4) copies to the City of Rapid City, and three (3) copies to SDDENR. A maximum of 30 sets of bidding documents are included in the fee proposal.
- 3.4 Prepare and submit bid documents on the City of Rapid City Microsoft Excel form.
- 3.5 Conduct/Direct a Pre-bid Conference.
- 3.6 Issue addenda to the bid documents as required.
- 3.7 Review and provide recommendations pertaining to pre-qualification of contractors, when applicable.
- 3.8 Attend the bid opening (to be held at the City Finance Office).
- 3.9 Prepare the Bid Tab in City of Rapid City Microsoft Excel project book format and submit this and a printed hard copy to the Public Works Department within one (1) working day of the bid opening. Forward a copy of the final bid tab to all bidders.
- 3.10 Prepare recommendations regarding awarding the contract.
- 3.11 Prepare contracts and submit to contractor for execution.
- 3.12 Review construction contract documents and other submittals from the contractor and indicate acceptance of the document contents with transmittal to the City. Submit documents to Public Works Department for City Attorney’s approval and signatures by the Mayor and Finance Officer.
- 3.13 Prepare a Notice to Proceed for execution and signature by City Project Manager and distribute the same to the successful contractor and others as applicable.

### **4. CONSTRUCTION PHASE**

- 4.1 Conduct a pre-construction conference, approving project “shop drawings” and submittals, conducting weekly project coordination and progress meetings, providing monthly pay estimates on City of Rapid City forms, preparing a final construction punch list, submitting a certificate of completion and start of warranty period letter to the City of Rapid City signed by a professional engineer.
- 4.2 Review and take action on shop drawings, test results, operations manual submittals, product samples, and other submittals.
- 4.3 Provide construction staking and marking removal limits of appropriate items.

- 4.4 Review contractor prepared Public Service Announcements (PSA's) or prepare PSA's and deliver PSA's to the Public Works Department for distribution to all local media and other City Departments. Copies of PSA's shall be distributed one week prior to start of work or change in operations that affect the public. City will handle distribution of PSA's to media.
- 4.5 Provide full time construction observation and prepare daily report record on City of Rapid City forms. Submit detachable copies to Public Works Department on a weekly basis. Inspection services shall include full time on-site construction inspection, to assure that the methods and materials used by the contractor meet the intent of the drawings and specifications in completion of the work. A daily record of activity will be maintained by the inspector including weather conditions, construction progress, photo documentation, deviations from the drawings and specifications, work performed, quantities installed and any other pertinent information. Such information shall be neatly and concisely entered into the City of Rapid City Project Inspector's Diary and Inspection book or similar format to insure that the drawings and specifications are complied with. Completed bound copies of the field notes, photo documentation, and daily record will be provided to the City of Rapid City at the end of the project. The City of Rapid City Engineering Division's "Construction Project Close-Out Checklist" shall be modified as appropriate for the project and shall be completed by the consultant. All test results and an "as-constructed" set of drawings shall be submitted to the City of Rapid City within 30 days of project completion. This document to be similar to the Jackson Springs Construction Report – Four (4) final copies. Full-time inspection is defined as on-site representation on all working days when construction activities are in progress or up to 6 hours per day. The actual time on the jobsite will vary with the actual work in progress, but will average approximately 6 hours per day over the anticipated 7-month project duration. Construction Observer does not need to be present during activities that can be reviewed prior to being covered, such as: steel tying, building framing, etc.
- 4.6 Provide project testing in accordance with the Standard Specifications.
- 4.7 Prepare and submit monthly pay requests for consultant and contractor on City of Rapid City forms. Provide written recommendation to the City regarding payment with each Contractor request.
- 4.8 Coordinate and manage start-up activities for major process equipment. Consultant shall represent the City at start-up and provide written documentation of start-up activities. Coordinate and monitor Contractor's start-up operations for the specified start-up period, such start-up period not exceeding 30 days. During this period, the Contractor will operate the new facilities for purposes of verifying correct operations and resolving operating problems. The Engineer will participate in, observe and provide input on the City's behalf.
- 4.9 Coordinate and manage training activities for City's personnel performed by manufacturer's representatives. Oversee transfer of operations from Contractor to City. All subconsultants, Contractors and suppliers shall attend start-up activities.
- 4.10 Prepare and issue letter of milestone completion per Contracts.
- 4.11 Prepare and submit project completion punch list items to the Contractor and Public Works Department. Coordinate resolution of punch list work and warranty work by Contractor for the 2-year warranty period.
- 4.12 Prepare letter of certification of project completion and start of warranty period. Issue warranty letter to Contractor with City concurrence.
- 4.13 Prepare "As Constructed" drawings and specifications on Mylar and on CD compatible with AutoCAD Release 2006 format. Submit to Public Works Department.
- 4.14 Prepare and compile all construction documentation, photos, observation reports, test results and submit to the City in a bound report.
- 4.15 Conduct/Direct weekly construction progress meetings.
- 4.16 Attend and participate in a post construction project review and critique.



- 4.17 *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
- a. Make visits to the Site at intervals appropriate to the various stages of construction, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to, and representation by the Engineer at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- 4.18 *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 4.19 *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents with City concurrence.
- 4.20 *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 4.21 *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 4.22 *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 4.23 *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an

independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

- 4.24 *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents). Enforce City Standard Specifications.
  - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 4.25 *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data.
- 4.26 *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner, the Agency's representative, and Contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner, Agency, and Contractor.
- 4.27 *Record Drawings.* Prepare and furnish to Owner a set of reproducible Project Record Drawings showing appropriate record information based on Record Drawing information from Contractor and Project documentation received from RPR.
- 4.28 *Final Notice of Acceptability of the Work.* In company with Owner's and Agency's representative, conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
- 4.29 *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors.
- 4.30 *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer

shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

## 5. Post-Construction Phase

- 5.1 Upon written authorization from Owner, Engineer, during the Post-Construction Phase, shall:
- a. Provide assistance in connection with the adjusting of Project equipment and systems.
  - b. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
  - c. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
  - d. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
  - e. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period for Contractor's Work to ascertain whether any portion of the Work is subject to correction.
- 5.2 The Engineer shall provide assistance and necessary reimbursable expenses in providing services during the Post-Construction Phase.
- 5.3 The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Contractor's 2-year warranty. Warranty inspection will be completed at 18 months or as necessary.

## 6. ADDITIONAL SERVICES

- 6.1 Additional Services Requiring Owner's Advance Written Authorization.
- a. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
    - 1) Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for 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 (which are not part of Basic Services).
    - 2) Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
    - 3) Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control. Redesign to reduce Project costs to within the funds available shall be considered Additional Services.
    - 4) Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Exhibit A.
    - 5) Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

- 6) Providing renderings or models for Owner's use.
- 7) Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- 8) Furnishing services of Engineer's Consultants for other than Basic Services.
- 9) Services (which are not part of Basic Services) during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
- 10) Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- 11) Preparing additional Bidding Documents or Contract Documents for work outside of the scope identified in Exhibit A requested by Owner for the Work or a portion thereof.
- 12) Assistance in connection with Bid protests, re-bidding, or renegotiating contracts for construction, materials, equipment, or services. Re-bidding or renegotiating contracts to reduce the contract costs to funds available shall be considered Additional Services.
- 13) Providing construction surveys and staking to enable Contractor to perform its work other than as required in Exhibit A and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- 14) Providing Construction Phase services beyond the construction duration set forth in Exhibit A.
- 15) Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- 16) Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- 17) Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner other than those outlined in Exhibit A.
- 18) Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
- 19) Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
- 20) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 21) Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

22) Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

23) Construction staking or as-built field survey.

## 7. MEETINGS AND SUBMITTALS

7.1 Project team members will include:

- a. The Consultant
- b. City Engineering Division staff
  - Project management
  - Master planning
  - Design
  - Construction coordination
  - Operation
- c. Water Operations Division staff
  - O&M related issues
  - Master planning
  - System operation
- d. Utility Maintenance Group staff
  - Distribution system operation
  - O&M related issues
- e. Growth Management Department staff
  - 11-6-19 Review
  - Master planning
  - Landscaping requirements
  - Building permits and inspections
- f. Fire Department staff
  - Fire flows and fire hydrant locations
  - Building issues as they pertain to fire protection, materials storage and handling, and standby power (generator).

7.2 Meetings requiring the Consultant's participation include:

- a. Kick-off meeting.
- b. Report on the review of existing design data, reports, drawings, specifications, and provide general project discussion.
- c. Utility companies coordination meeting.
- d. Final drawings and specifications review.
- e. Prebid conference.
- f. Bid opening.

- g. Pre-construction conference.
- h. Construction progress meetings.
- i. Post - construction meeting.

7.3 Submittals required during the design phase include:

- a. Provide three (3) copies of a final review set of drawings and specifications to City of Rapid City's project manager for review. This would normally be a 95% review but because the City has all ready completed a 90% review; this submittal should incorporate or address those comments and essentially be 100% complete.
- b. Final drawings and specifications.

**8. SERVICES NOT INCLUDED**

8.1 The following services are not included in the scope of work, but may be added upon request of the Owner. A written amendment will be completed if additional work is required.

- a. The scope of engineering services and fee proposal is based on construction services requested by the Owner. The construction period is estimated at 7 months or 32 weeks of on-site construction observation. The fee proposal is based on on-site representation of 6 to 8 hours per day or 80 percent of the construction period. CETEC cannot control the actual construction duration of the Contractor and we reserve the right to request additional fees if the project time is exceeded or if additional time is needed through delays and construction methods used by the Contractor.
- b. CETEC is not responsible to direct Contractor employees or direct Contractor construction methods or schedules. CETEC representatives will enforce the contract documents for the project.
- c. The general requirements for the project have been reviewed and approved by the City. CETEC will proceed with designs necessary to complete the project as outlined in the 90 percent redline drawings and scope of services. The overall project dimensions, materials, operational requirements, and aesthetics have been identified for the project. CETEC will prepare a schedule of values and construction cost estimates, but does not guarantee the project will meet the proposed City budget for the project. The construction costs and bids for the project are out of our control and may exceed the construction cost estimate and/or City budget. Changes requested by the City to decrease costs may require design changes and additional fees. Re-design for Owner-requested changes is not included.
- d. Preparation of plats and easements are not included.
- e. Public or citizen meetings to discuss the project requirements, noise, etc.
- f. Provide, as required for the Project:
  - 1) Payment for advertisement for Bids in appropriate publications.
  - 2) Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 3) Legal services pertaining to the project.
  - 4) Auditing services.



# Exhibit B

## EXHIBIT B

This is **EXHIBIT B**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 25, 2006.

### Owner's Responsibilities

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B.2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Services.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- G. Provide reviews and approvals to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- H. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- I. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.



# Exhibit C

# EXHIBIT C

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 25, 2006.

## Contract Amount

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The Owner will pay Engineer for services set forth in Exhibit A, Scope of Services, as follows:

1. An amount equal to the cumulative hours charged to the project by each class of Engineer's employees times hourly rates for each applicable billing class for all services performed on the project, plus reimbursable expenses and Engineer's consultant charges plus a mark-up of 10 percent on subconsultant billings.
2. Billing rates for labor and expenses are as included herewith. Billing rate adjustments shall be effective on January 1 of 2007 and 2008 per the following schedules.
3. The total compensation for services shall not exceed \$265,654.60, based upon the fee estimate. The fee breakdown is as follows:
  1. Investigative Services: \$6,991.00
  2. Design Phase: \$25,930.00
  3. Bidding Phase: \$7,218.00
  4. Construction Phase: \$130,920.00
  5. Subconsultant Fees: \$94,595.60

**Total Fee: \$265,654.60**
4. The Engineer may alter the compensation between individual phases of the work to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

## Labor Rate Schedule - 2006

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### Labor Rates

Ted Schultz, P.E.....	\$95.00/hr.
Greg Wierenga, P.E. ....	\$95.00/hr.
Rich Marsh, P.E. ....	\$85.00/hr.
Keith Peterson, RLS.....	\$62.00/hr.
Mike Riker, Construction Observer .....	\$62.00/hr.
Rick Fox, CADD Manager .....	\$56.00/hr.
Jon Collins, Survey Party Chief/Technician .....	\$52.00/hr.
CAD Technician I .....	\$40.00/hr.
CAD Technician II .....	\$56.00/hr.
Survey Assistant.....	\$36.00/hr.
Clerical .....	\$36.00/hr.

**Reimbursable Expenses**

Project Travel .....	\$0.55/mile
Telephone, Perdiem .....	Non-Reimbursable
Blue-line Printing .....	Actual Cost
Outside Printing .....	Actual Cost
Subconsultants .....	Cost plus 10%

**Labor Rate Schedule - 2007**

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**Labor Rates**

Ted Schultz, P.E. ....	\$100.00/hr.
Greg Wierenga, P.E. ....	\$100.00/hr.
Rich Marsh, P.E. ....	\$90.00/hr.
Keith Peterson, RLS.....	\$65.00/hr.
Mike Riker, Construction Observer .....	\$65.00/hr.
Rick Fox, CADD Manager .....	\$60.00/hr.
Jon Collins, Survey Party Chief/Technician .....	\$55.00/hr.
CAD Technician I .....	\$40.00/hr.
CAD Technician II .....	\$56.00/hr.
Survey Assistant.....	\$38.00/hr.
Clerical .....	\$38.00/hr.

**Reimbursable Expenses**

Project Travel.....	\$0.55/mile
Telephone, Perdiem .....	Non-Reimbursable
Blue-line Printing .....	Actual Cost
Outside Printing .....	Actual Cost
Subconsultants .....	Cost plus 10%

**Labor Rate Schedule - 2008**

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**Labor Rates**

Ted Schultz, P.E. ....	\$102.00/hr.
Greg Wierenga, P.E. ....	\$102.00/hr.
Rich Marsh, P.E. ....	\$92.00/hr.
Keith Peterson, RLS.....	\$67.00/hr.
Mike Riker, Construction Observer .....	\$67.00/hr.
Rick Fox, CADD Manager .....	\$62.00/hr.
Jon Collins, Survey Party Chief/Technician .....	\$58.00/hr.
CAD Technician I .....	\$42.00/hr.
CAD Technician II .....	\$58.00/hr.
Survey Assistant.....	\$40.00/hr.
Clerical .....	\$40.00/hr.

**Reimbursable Expenses**

Project Travel.....	\$0.57/mile
Telephone, Perdiem .....	Non-Reimbursable
Blue-line Printing .....	Actual Cost
Outside Printing .....	Actual Cost
Subconsultants .....	Cost plus 10%



# Exhibit G

## EXHIBIT G

This is **EXHIBIT G**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 25, 2006.

### Indemnity and Insurance

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CETEC will maintain insurance coverage in the following amounts:

Workers Compensation:	South Dakota State Statutory Rate
Professional Liability:	\$1,000,000

If the Client requires coverages or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.