

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

Date: May 4, 2009

Project Name & Number: Kepps Watermain Extension and Control Valve Installation W08-1702 **CIP #:** 50625

Project Description: Construct a 12" watermain from Harney Drive to Kepps Reservoir and install a control valve structure.

Consultant: CETEC Engineering Services, Inc.

Original Contract Amount:	\$117,224.00	Original Contract Date:	May 4, 2009	Original Completion Date:	November 10, 2009
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Addendum No:

Amendment Description:

Current Contract Amount: _____	Current Completion Date: _____
Change Requested: _____	
New Contract Amount: _____ \$0.00	New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$117,224.00	933	4223	602	
\$117,224.00	Total			

Agreement Review & Approvals

Keith Johnson 5/4/09
 Project Manager _____ Date

Division Manager _____ Date

Compliance Specialist _____ Date

Department Director _____ Date

City Attorney _____ Date

Division Manager _____ 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
		Y N
		Y N

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



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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

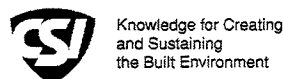
This document has been approved and endorsed by

The Associated General Contractors of America



and the

Construction Specification Institute



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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TABLE OF CONTENTS

	Page
Article 1 - Services of Engineer	1
1.01 Scope.....	1
Article 2 - Owner's Responsibilities.....	1
2.01 General.....	1
Article 3 - Schedule For Rendering Services.....	2
3.01 Commencement.....	2
3.02 Time for Completion.....	2
Article 4 - Invoices and Payments	2
4.01 Invoices.....	2
4.02 Payments.....	2
Article 5 - Opinions of Cost	3
5.01 Opinions of Probable Construction Cost.....	3
5.02 Designing to Construction Cost Limit.....	3
5.03 Opinions of Total Project Costs	3
Article 6 - General Considerations	3
6.01 Standards of Performance	3
6.02 Design without Construction Phase Services	4
6.03 Use of Documents	4
6.04 Insurance	5
6.05 Suspension and Termination	6
6.06 Controlling Law	7
6.07 Successors, Assigns, and Beneficiaries	7
6.08 Dispute Resolution.....	7
6.09 Environmental Condition of Site.....	7
6.10 Indemnification and Mutual Waiver	8
6.11 Miscellaneous Provisions.....	9
Article 7 - Definitions.....	9
7.01 Defined Terms.....	9
Article 8 - Exhibits and Special Provisions	10
8.01 Exhibits Included	10
8.02 Total Agreement	11
8.03 Designated Representatives.....	11
8.04 Federal Requirements.....	11

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 Kepps Watermain Extension and Control Valve Installation

City of Rapid City Project No. W08-1702, CIP 50625

_____ (“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 SERVICES3.01 *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 PAYMENTS4.01 *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 City named on page 1 of this Agreement, City of Rapid City, SD.
 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 5 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.
- G. Exhibit H, "Request for Proposals," consisting of 37 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

By: _____

Title: Mayor

Attest: _____

Date Signed: _____

By: _____

Title: City Finance Officer

Date: _____

Address for giving notices:

300 6th Street

Rapid City, SD 57701

Designated City Representative (see paragraph 8.03.A):

Name: Keith Johnson, Project Manager

Title: Project Administrator

Phone Number: _____

Facsimile Number: _____

E-Mail Address: Keith.Johnson@rcgov.org

~~AGENCY CONCURRENCE~~

Agency: _____

By (Signature): _____

Typed Name: _____

Title: _____

Date: _____

Engineer:

CETEC Engineering Services, Inc.

By: *Theodore Schultz*

Title: Principal

Date Signed: May 7, 2009

Engineer License or Certificate No. 7113

State of: South Dakota

Address for giving notices:

1560 Concourse Drive

Rapid City, SD 57703

Designated Representative (see paragraph 8.03.A):

Theodore F. Schultz

Title: Principal

Phone Number: 605-341-7800

Facsimile Number: 605-341-7864

E-Mail Address: teds@cetecengineering.com

Reviewed By:

By: Keith Johnson

Title: Project Manager

Exhibit A

EXHIBIT A

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 28, 2009.

Project Schedule

The project schedule outlined below is based on the scope of work outlined in the proposal and allows a maximum 10-working-day City review period.

Notice to Proceed with Design Services – May 19, 2009
 Preliminary Design Services Submittal – July 15, 2009
 Final Design Services Submittal – September 11, 2009
 Final Plans, Specifications and Contract – October 16, 2009
 Bid Opening Dates – Fall 2009 / Spring 2010 (Phase 1)
 Construction Final Completion – Summer, 2010

The intent of this project is to bid the project in two contracts with separate bid dates if beneficial to the City. Project will include separate bids for the water transmission main and control valve station. Schedule 1 of bidding will be determined in the 35% design submittal and is anticipated in the fall of 2009 and spring 2010 with all construction complete in 2010.

Project Team

City of Rapid City Engineering, Keith Johnson, Project Manager
 CETEC Engineering Services, Inc. – Prime Consultant, civil, process piping and related work.
 West Plains Engineering, Inc. – Electrical, Mechanical, Controls
 Designworks, Inc. – Landscape Architecture/Sitework
 Fennel Design, Inc. – Architectural
 American Technical Services, Inc. – Geotechnical Investigation & Testing

CETEC Engineering Team

Project Manager/Engineer – Greg Wierenga, P.E.
 Principal – Ted Schultz, P.E.
 Design Engineer – Brian Tideman, EIT
 CADD Technician – Rick Fox
 Survey Chief – Keith Peterson, R.L.S
 Office Administrator/Accounting Control – Sandy Feickert

Scope of Services

1. PRELIMINARY DESIGN SERVICES

- 1.1 Project Design Report (4 copies) establishing project-specific design assumptions, design life, design criteria and reference of design resources. The report shall establish pipe sizes, hydraulic conditions, pipe route alternatives, pipe material alternatives and evaluation of control valve issues. The report will summarize neighborhood issues and desires regarding pressure zone alterations. Justification for all improvements will be provided with analysis of alternatives. The City Draft Utility Design Criteria Manual will be used to establish design criteria and standards. A geotechnical report will be included and will include soil classifications, slope stability evaluation and recommendations, evaluation of excavating methods, N values, water levels, proctors, CBR's, resistivity tests and testing recommendations. The project will include a central valve structure near the Kepps Reservoir and will consist of a small structure with concrete valve pit and second level structure to contain electrical and controls. Building materials and configuration will be analyzed. Refer to supplemental information provided in RPF attached.

- 1.2 Preliminary plan and profile sheets showing locations of existing and new utilities. Existing utilities shown with probable depth.
- 1.3 Preliminary erosion and sediment control plans.
- 1.4 Survey questionnaire concerning pressure changes to affected property owners.

2. FINAL DESIGN SERVICES

- 2.1 Final Project Design Report, 35%, 65% and 100% Design Submittals (including final geotechnical report) – 4 copies.
- 2.2 Easement and ROW exhibits as necessary. Documentation of acquisition meetings.
- 2.3 Erosion and Sediment Control plans.
- 2.4 Four copies of final plans, specifications and contract documents and opinion of probable construction cost.
- 2.5 Additional copies of final plans and specs to City Planning Commission.
- 2.6 Complete plans and specs for unit-price construction contract per City standards.
- 2.7 Project layout.
- 2.8 Traffic Control Plan.
- 2.9 Detailed supplemental technical specifications.
- 2.10 Required permits.
- 2.11 Engineer's Estimate of Probable Construction Cost. Provide a unit price cost estimate on CD in Microsoft Excel XP on the City of Rapid City "Engineer's Estimate" form.
- 2.12 Bid Documents.
- 2.13 Complete plans on CD compatible with AutoCAD Release 2006 to 2008 format. All topographic, control and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
- 2.14 Complete specifications and contract documents on CD in Microsoft Word XP format.
- 2.15 Certification Statement on plans and specs.

3. BIDDING PHASE

- 3.1 Information to City for City Advertising Authority form.
- 3.2 Plans and specifications for distribution to bidders.
- 3.3 Five 11" x 17" copies of plans for City internal use.
- 3.4 Prepare agenda and provide attendance record and minutes of pre-bid conference.
- 3.5 Addenda issued as required.

- 3.6 Bid Tab preparation in Microsoft Excel project book format – electronic and hard copy. Hard copy to all bidders.
- 3.7 Bid documents for two projects (35 to 50 copies each).
- 3.8 Award recommendation.
- 3.9 Prepare Notice of Award Letter for City signature.
- 3.10 Contract preparation and delivery to Contractor.
- 3.11 Review Contract documents from Contractor and submit to the City Project Manager.

4. ADDITIONAL SERVICES

4.1 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 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.
 - 3) Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Exhibit A.
 - 4) Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 - 5) Providing renderings or models for Owner's use.
 - 6) 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.
 - 7) Furnishing services of Engineer's Consultants for other than Services identified in Exhibit A.
 - 8) Services (which are not part of services identified in Exhibit A) during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
 - 9) 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.

- 10) 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.
- 11) 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.
- 12) 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.
- 13) Providing Construction Phase services.
- 14) Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- 15) 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.
- 16) Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner other than those outlined in Exhibit A.
- 17) Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
- 18) 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.
- 19) Construction staking or as-built field survey.

5. MEETINGS AND SUBMITTALS

5.1 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, emergency access, materials storage and handling.

5.2 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. 35% Design Report review.
- d. Landowner meetings associated with pressure zone changes.
- e. Landowner meetings associated with permanent and temporary easements.
- f. Utility companies coordination meeting.
- g. 65% Drawing and Specification review.
- h. Final drawings and specifications review.
- i. Prebid conference.
- j. Bid opening.

5.3 Submittals required during the design phase include:

- a. Project Design Report (35%).
- b. 65% design submittal with preliminary drawings and specifications.
- c. 11" x 17" copies for City use (5 sets).
- d. Final Design Services (plans, specifications, bid documents, opinion of probable costs).
- e. Planning Commission Submittals per SDCL 11-6-19.
- f. Bid Documents and Plans for project bidding (35 to 50 copies) (2 Bid Projects).
- g. Electronic files of Bid Documents and estimates.
- h. Plans and specifications submittal to DENR.

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 April 28, 2009.

Owner's Responsibilities

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 to the best of their ability 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. 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 April 28, 2009.

Contract Amount

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.
2. Billing rates for labor and expenses are as included herewith. Billing rate adjustments shall be effective on January 1 of 2009 per the following schedule. Labor rates are to be adjusted annually on January 1. Rates will increase effective January 1, 2010.
3. The total compensation for services shall be based on hourly rates for labor, plus expense, but not exceed **\$ 117,224.00**, based upon the fee estimate attached hereto. These fee breakdowns are not limiting fees by task, and fees not used in one phase can be utilized in another phase. The fee breakdown is as follows:
 1. Preliminary Design: \$ 43,830.00
 2. Final Design: \$ 60,242.00
 3. Bidding Phase: \$ 13,152.00

Total Fee: \$ 117,224.00 (Max. limiting fee)
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 - 2009**2009 Labor Rates**

Ted Schultz, P.E.	\$104.00/hr.
Greg Wierenga, P.E.	\$104.00/hr.
Rich Marsh, P.E.	\$96.00/hr.
Brian Tideman, EIT.	\$66.00/hr.
Keith Peterson, RLS.	\$66.00/hr.
Mike Riker, Construction Observer.	\$68.00/hr.
Rick Fox, CADD Manager.	\$66.00/hr.
Michael Schille, Senior Engineering Technician.	\$66.00/hr.
Jon Collins, Survey Party Chief/Technician.	\$66.00/hr.
CAD Technician I.	\$44.00/hr.
CAD Technician II.	\$66.00/hr.
Survey Assistant.	\$44.00/hr.
Clerical.	\$40.00/hr.

Reimbursable Expenses

Project Travel.....	\$0.60/mile
Telephone, Perdiem	Non-Reimbursable
Blue-line Printing	Actual Cost plus 10 percent
Outside Printing.....	Actual Cost
Subconsultants.....	Actual Cost

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 April 28, 2009.

Indemnity and Insurance

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.

Exhibit H

**REQUEST FOR PROPOSALS
For Engineering Services For
KEPPS WATERMAIN EXTENSION
AND CONTROL VALVE INSTALLATION
PROJECT NO. W08-1702 CIP 50625**

PROJECT LOCATION

This project is located between Harney Drive and the Kepps Reservoir, which is located at the intersection of Skyline Drive and Flormann Street.

1. REQUEST FOR PROPOSAL:

The City of Rapid City Public Works Department, Engineering Services Division, is requesting proposals to provide professional engineering and geotechnical services for design, bidding, and construction services for the proposed project.

2. PROJECT JUSTIFICATION:

This project will allow for abandonment of the Kepps Booster Station, which is reaching the end of its useful life. The project will also allow the City the ability to fill the Kepps Reservoir without wheeling the water through the "Gap".

3. PROJECT DESCRIPTION:

The selected consultant will provide services related to constructing a new 12" PVC water main, control valve and control valve structure at the locations noted above. Exhibit "A" in the back of this document shows the suggested location of the water main. The Consultant shall evaluate the project area and determine the best route for the new water main.

The consultant will be responsible for preparing and initial property owner negotiations on behalf of the owner for permanent easements needed for the water main and any temporary construction easements that may be needed.

City staff from the Engineering Services Division and Water Department will be available to assist in providing information for this project.

The project is scheduled to have design completed by October 2, 2009 with construction to be completed by May 1, 2010.

It is anticipated that the improvements will include the following:

1. A 12" PVC water main beginning at the terminus of an existing 12" PVC water main located approximately 450 feet east of Harney Drive and extending northerly to the Kepps Reservoir. Design the tie-in to the reservoir water main and an appropriate bypass configuration to allow for maintenance on the control valve.
2. A remote terminal unit (RTU) motorized control valve and construction of a structure to house the control valve. The control valve shall be controlled by a supervisory control and data acquisition (SCADA) system. The consultant shall evaluate the existing RTU to see if it can be modified to tie-in the new control valve or if a new RTU will be required.
3. Abandon the existing Kepps Booster Station by removing the existing piping, controls and electrical power. The consultant shall contact the property owner to see if he wants to keep the structure. If the property owner does not want the structure, it shall be demolished. The existing water main extending north and south from the booster station shall be abandoned and services reconnected if necessary. The consultant shall determine if all or a portion of the water main can be abandoned.
4. A water main extension to Arroyo Court, which currently has been encountering low water pressure.
5. The upper portion of the Canyon Lake High Level Pressure Zone has low water pressure. The consultant shall evaluate this zone and determine if it is possible to switch low-pressure areas over to the Southwest Pressure Zone. Any additional water main extensions to provide water from the Southwest Pressure Zone to areas within the current Canyon Lake High Level Pressure Zone shall be identified, sized, and a location determined. Residences may need pressure-reducing valves installed, and the consultant shall identify these homes. The residences shall be notified of the need for a PRV and the City's reimbursement policy.
6. An above-ground structure to accommodate the control valve is preferred, however, the consultant shall evaluate which type of structure will better serve the operations personnel when performing maintenance on the system. Keeping, demolishing, or incorporating the existing valve pit shall be evaluated and a recommendation given by the consultant. If an above ground structure is recommended, the structure should be designed in a manner similar to the Terracita Booster Station building.
7. The consultant shall determine if there are significant benefits in bidding this work as two separate projects, one project for the water main construction and the other project for the control valve, structure construction, and demolition of the existing Kepps Booster Station. A recommendation shall be included in the preliminary design report.

4. BACKGROUND:

Background information includes City of Rapid City GIS maps, Utility System Master Plan prepared by Burns & McDonald, Planning Report for Skyline, Terracita, Southwest, Carriage Hills and Future Southwest Rapid City Water Service Zones prepared by CETEC Engineering Services, Skyline Drive Infrastructure Expansion Study prepared by Ferber Engineering Company and Wyss Associates, City of Rapid City benchmark data, City of Rapid City water, sanitary sewer and storm sewer maps, the City of Rapid City historical bid tabulation/cost data, and plans of existing facilities.

5. DESIGN CRITERIA:

Design criteria for the projects shall include the current edition of the following items: City of Rapid City Draft Infrastructure Design Criteria manuals; City of Rapid City Standard Specifications, current edition; City of Rapid City Drafting Standards; South Dakota Department of Environmental Resources Standards; and Ten States Standards as adopted and supplemented by SDDENR; Handbook of PVC Pipe Design (UniBell) latest Ed. If conflicts are identified between standards to be used or design criteria documents they shall be resolved in favor of the more stringent requirement as determined by the Director of Public Works. Use of other documents or references may be proposed, however, this will require written concurrence from the City through the Project Manager.

6. SCOPE OF SERVICES SUMMARY:

Consultant selection will be based on the consultant's capabilities to perform the five tasks indicated below:

- Task 1 – Preliminary Design Services
- Task 2 – Final Design Services
- Task 3 – Bidding Services
- Task 4 – Basic Construction Services
- Task 5 – Expanded Construction Services

Refer to "**ATTACHMENT ONE - DRAFT SCOPE OF SERVICES REQUESTED**", for draft descriptions of each of the above tasks of work.

Consultant selection will be based on the consultant's ability to perform these five project tasks. The City, at its sole discretion, may or may not contract for all five project tasks and reserves the right to negotiate services based on what is in the best interest of the City.

7. CONSULTANT SCHEDULE:

Contract Negotiations Complete	May 1, 2009
Notice to Proceed with Design	May 19, 2009
Preliminary Design Services Submittal	June 30, 2009
Insert other applicable submittals	To be determined
Final Design Services Submittal	September 11, 2009
Final Plans, Specifications, and Contract Documents Complete	October 16, 2009
Project Bid Opening Date	November 10, 2009
Insert other applicable milestones	To be determined
Project 100% Construction Complete	May 1, 2010

The schedule for the services described herein will be formalized during the project contract negotiations. In general, the negotiated project schedule shall comply with the intent of the schedule presented above. The consultant, in conjunction with the project management team, will prepare a schedule for completion of each task/phase of the project. These schedules will include milestone dates for completion of the individual tasks identified in the project contract negotiations. These schedules will be integrated into and become part of the project contracts.

8. COMPENSATION FOR SERVICES (FEE):

The City intends to enter into a professional services contract for the negotiated scope of work. The contract will be based on a fee and itemized task schedule with a maximum not-to-exceed amount(s). Tasks 1-3 typically will be combined as an individual contract. These tasks maybe combined into a single fee with a maximum not-to-exceed amount or each task may have its own separate fee with a maximum not-to-exceed amount. The City will issue a "Notice to Proceed" to the Consultant to begin contract services under Tasks 1-3 as negotiated.

Tasks 4 and 5 typically will be combined as an individual contract to be negotiated generally at the beginning of Task 3. Task 4 and 5 typically will be based on a fee and itemized task schedule with a maximum not-to-exceed amount. The City anticipates negotiating contract services for Task 4 and reserves the right to evaluate whether it is in the best interest of the City to negotiate contract services for Task 5 at this time. The availability of City staff and the complexity of the project will be the basis for determining whether the City will enter into contract negotiations for Task 5 services. The City will issue a "Notice to Proceed" to the Consultant to begin contract services under Tasks 4 or Tasks 4 and 5 as negotiated.

The City reserves the right to administer and issue "Notices to Proceed" for Tasks 1-5 in a manner that is in the best interest of the City.

9. GENERAL CONDITIONS FOR PROPOSALS:

A. Inquiries:

Please direct questions to:

Keith Johnson, Project Administrator
Engineering Services Division
300 Sixth Street
Rapid City, SD 57701
(605) 394-4154
(605) 355-3083 (fax)
e-mail: keith.johnson@rcgov.org

All firms submitting a proposal shall identify a single contact person for receipt of responses and information from the City. The preferred method of receipt and distribution of information will be by e-mail. Therefore, please include a contact name, phone number, mailing address and e-mail address with your proposal.

B. Contractual Responsibility:

Consortia, joint ventures, or teams, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.

C. Addenda and Supplements to RFP:

In the event that it becomes necessary to revise any part of this RFP or if additional information is necessary to enable the proposers to make adequate interpretation of the provisions of this Request For Proposals, a supplement to the RFP will be issued.

D. Rejection Rights:

The City of Rapid City retains the right to re-solicit for proposals if deemed to be in its best interest. Selection is also dependent upon the negotiation of a mutually acceptable contract with the highest ranked interviewee. If the City cannot negotiate a mutually acceptable contract with the highest evaluated interviewee, the City will negotiate with the next highest evaluated interviewee, and so forth, until a mutually acceptable contract is reached.

E. General Expertise Required:

The services envisioned within this Request for Proposal includes all disciplines necessary for the proper execution of the project desired.

F. Contract Amendment:

The City of Rapid City retains the right to amend the contract with the successful interviewee to include other possible areas of concern with this project.

10. PROPOSAL SUBMISSION:

Please submit five (5) copies of your proposal no later than 4:00 PM, March 20, 2009. A duly authorized official of the proposer must sign proposals. Proposals should address the firm's technical, management, and inspection capabilities for design, bidding, and construction services. Any background information, experience, and descriptive examples of the proposer's work should be submitted with the proposal.

11. COST OF DEVELOPING PROPOSALS:

All costs related to the preparation of the proposal, interview, or any other related activity are the sole responsibility of the firm. No reimbursement will be made by the City of Rapid City for costs incurred prior to a formal notice to proceed under a contract.

12. EVALUATION CRITERIA, SELECTION AND AWARD PROCEDURES:

The City's Consultant Selection Committee for this project will review the proposals and finalists will be selected for interviews. You will be notified of the Selection Committee's decision and if selected, you will be scheduled for an interview.

Proposers selected for interviews shall include, as a handout, an itemized task outline with a listing of the corresponding personnel anticipated to be working on that task. The listing of the personnel shall include their job classification, the individual's name, and a brief description of their role.

Upon completion of the interviews, the City of Rapid City's Consultant Selection Committee for this project shall select a Consultant to perform the engineering services and contract negotiation will commence with the selected consultant. Upon successful contract negotiations, a contract will be presented to the City Council for approval. Upon City Council approval, a notice to proceed will be issued typically for Tasks 1-3. If terms cannot be mutually agreed upon, the City may enter into negotiations with another firm.

The Consultant Selection Committee's evaluation sheet is enclosed as Attachment Two for your information.

13. CITY OF RAPID CITY NONDISCRIMINATION POLICY STATEMENT:

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the rehabilitation act of 1973, the age discrimination act of 1975, the Americans with disabilities act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City

City of Rapid City
300 6th St.
Rapid City, SD 57701

to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

If you have any concerns regarding the provisions of services or employment on the basis of disability/handicap you may contact our ADA/Section 504 coordinator, Kay Rippentrop at telephone no. (605) 394-4110.

ATTACHMENT ONE

DRAFT SCOPE OF SERVICES REQUESTED

Professional services consist of five Tasks: Preliminary Design Services, Final Design Services, Bidding Services, Basic Construction Services, and Expanded Construction Services.

TASK 1 - PRELIMINARY DESIGN SERVICES:

This task consists of all services necessary to take the project from beginning through the Preliminary Design submittal stage, and may include the following itemized services.

- 1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. The consultant shall prepare an agenda, take minutes, and distribute minutes.
- 1.2 Review background information listed in this RFP, and any other resources as necessary.
- 1.3 Prepare Project Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Project Design Report. The consultant shall submit design assumptions, design life, design criteria, and reference of design resources. Establish pipe sizes, complete water quality assessment, etc. Provide justification for the facility and analysis of alternatives. Use the City Draft Utility Design Criteria Manual to establish design criteria and standards. The project's geotechnical report shall be included within the Project Design Report, and include soil classifications, N values, water levels, proctors, resistivity tests, and testing recommendations. Submit four (4) copies of the Project Design Report and preliminary plans and specifications to City of Rapid City's project manager for review and comment.
- 1.4 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates.
- 1.5 Identify right-of-way (ROW) and permanent and temporary construction easements acquisition needs. Include size and extent of such ROW and easements and contact information of property owners.
- 1.6 Prepare preliminary opinion of probable construction costs for the project.
- 1.7 Recommend location and extent of geotechnical services investigations necessary to complete design. Geotechnical services typically will be a sub consultant to the Consultant and payment for geotechnical services is the responsibility of the Consultant.
- 1.8 Prepare preliminary plan and profile sheets including locations of existing and new utilities and street alignment. Show existing utilities locations with probable depths.
- 1.9 Prepare preliminary erosion and sediment control plans.
- 1.10 Attend submittal review meeting with City staff, if necessary.
- 1.11 Attend Public Works and Council meetings as necessary.
- 1.12 Develop and distribute a survey questionnaire to property owners adjacent to proposed construction areas approximately 3 months or more ahead of soliciting bids for construction. The questionnaire should be developed to obtain information on site-specific concerns such as landscaping or irrigation systems, service line locations, special needs such as access considerations during construction, or history of utility or infrastructure problems at the property. Questionnaires would be returned to and evaluated by the consultant, who would follow up with appropriate individual contact with property

owners prior to completion of 100% plans and contract documents to review project considerations that may be addressed or mitigated by the project work. This work may be better completed under Task 2 and shall be established during contract negotiations.

- 1.13 Arrange and conduct affected property owners meetings to inform them of the project scope and potential impacts on their property.
- 1.14 Meet with individual property owners regarding ROW and permanent and temporary easement needs and regarding specific project issues and components.

TASK 2 - FINAL DESIGN SERVICES:

This task consists of all services necessary to take project from Task 1 Preliminary Design Services through the Final Design Services, and may include the following itemized services.

- 2.1 Address City comments from the Task 1 City review(s) and finalize Project Design Report,
- 2.2 Assist the City with easement(s) acquisition, and obtain property owner contact information, prepare easement and ROW exhibits as necessary, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings.
- 2.3 Determine removal limits with approval of City of Rapid City representative.
- 2.4 Coordinate with the geotechnical engineer to complete these services, and provide a geotechnical report to be included in the Project Design Report and project plans or specifications,
- 2.5 Incorporate ADA compliance items, for example fillet, driveway and sidewalk improvements,
- 2.6 Incorporate Erosion and Sediment Control items,
- 2.7 Provide Erosion and Sediment Control Plans, and include the appropriate bid items in the bidders proposal if more than one acre is disturbed. If less than one acre is disturbed, the contractor shall provide an Erosion and Sediment Control Plan and a bid item for "Erosion and Sediment Control Plan" shall be included in the bidders proposal.
- 2.8 If federally funded, incorporate NEPA requirements, wetland mitigation, monetary, ROW certification, environmental certification, SHPO, Architectural, Catx noise analysis, FONSI, etc.
- 2.9 Complete the, "Flood Management Project Water Quality Impact Assessment Checklist Form", attachment three and incorporate applicable measures within the construction documents as necessary.
- 2.10 Provide four (4) copies of the finalized Project Design Report,
- 2.11 Provide four (4) copies of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City's project manager for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.
- 2.12 Provide and make submittals for review by the Rapid City Planning Commission per SDCL §11-6-19 submittal if required. Provide supplemental information and attend Planning Commission meetings as necessary to present the project or to respond to any questions or concerns.
- 2.13 Address 100% submittal staff comments as necessary.
- 2.14 Provide complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- 2.15 Plans documents shall adhere to current City of Rapid City guidelines.

2.16 Staking information shall include either of the following formats:

On the Plans

- Station offsets for all items of work requiring field staking.

In tabular form 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.

- 2.17 Provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area).
- 2.18 Provide conceptual traffic control plan showing all streets that may be impacted by the construction of this project. Show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plan. Traffic control plans shall indicate suggested sequence, intent, and general guidelines, but does not require identification or placement of project specific traffic control items. The City will provide an electronic version of an aerial photo for the selected consultant's use.
- 2.19 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 plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete followed by a specific private utility coordination meeting in two to three weeks.
- 2.20 If desiring exceptions from City requirements or specifications, it is the Consultant's responsibility to request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.
- 2.21 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Typically project drawing specific issues should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification.
- 2.22 Prepare any and all permits with exhibits required for the City.
- 2.23 Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost. Typically all permit costs are the Contractor's obligation.
- 2.24 Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 2.25 Deliver the following:
- Provide thirty-five (35) to fifty (50) copies of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost to the City of Rapid City's project manager for City distribution.
 - Provide complete plans on CD compatible with AutoCAD Release 2006 to 2008 format.
 - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
 - Provide complete specifications and contract documents on CD in Microsoft Word XP or previous versions.
 - Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City "Engineer's Estimate" form.

- Provide Engineer's Estimate of probable construction costs as a component of this submittal.
- 2.26 All submittals (drawings and specifications) believed by the Engineer of Record to be a 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 or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured". 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 Specifications" shall be signed and dated by the Engineer of Record.
- 2.27 The Consultant shall submit plans and specifications to the Department of Environment and Natural Resources for approval, and shall address any comments or corrections required.
- 2.28 Prior to the advertisement for bids, arrange and conduct a public open house with affected residents. The open house shall be held sufficiently ahead of the project advertisement for bids such that public comments and concerns may still be addressed within the final project documents. Notice of the open house shall be mailed to all property owners adjacent to the proposed work area(s), as well as those in the immediate area who may be directly impacted by the construction, as determined by the City. The Consultant shall tabulate the public comments and concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.
- 2.29 Supplemental Design Criteria for Control Valve Stations
The consultant shall evaluate the benefits of an above ground structure versus keeping the existing pit. If an above ground structure is recommended, the following design criteria shall be used as a guideline for design of the facility.
Design life of non-mechanical components shall be designed to achieve a design life goal of seventy-five (75) years. Mechanical components shall be designed to achieve a design life goal of twenty-five (25) years.

The design report for control valve stations shall include the following for both initial and future conditions:

1. Detailed design criteria for the Control Valve Station shall be developed by the Engineer of Record and approved by the Public Works Department;
2. Operation and maintenance considerations to include provisions for:
 - a. Accessibility;
 - b. Building and site operation and maintenance considerations;
 - c. Provisions for equipment replacement and maintenance and upgrades;
 - d. Availability of replacement parts;
 - e. Power costs and overall facility efficiency
3. Engineering Economic Analysis.
4. Funding options.

The final design and construction documents for the control valve station facility shall incorporate the following Design Criteria:

1. Site Design

- a. The facility shall be located on a platted lot. Title to the lot shall be transferred to the City prior to the project being advertised for bid;
 - b. Lot size requirements shall be per City Ordinance but not less than eight thousand (8,000) square feet;
 - c. Set backs and yards shall be provided per City Ordinance, but not less than twenty-five (25) feet for all lot lines;
 - d. Driveway and approach per City Ordinance but not less than twenty (20) feet wide and shall be a reinforced PCC pavement for commercial approaches and driveways;
 - e. Landscaping;
 - f. Parking requirements per City Ordinance;
 - g. ADA requirements;
 - h. Site grading and drainage: the maximum site grade shall not exceed 20% (5:1). Steeper grades or use of retaining walls is not allowed without separate written approval by the City Engineer. Drainage is to be directed towards streets or drainage easements. Detention facilities may be required and should be identified in the design report, include construction phase sediment and erosion control plans;
 - i. Exterior lighting is to be vandal proof. Supplemental external lighting shall be provided outside of the building and shall be wired so that they can be switched on or off from within the building. Lighting shall be provided for all external accessory equipment to allow maintenance work at night. Lighting shall be wired so that it can be switched on or off from within the building. The lighting design shall be consistent with neighborhood aesthetics
 - j. Redundancy.
2. Security
 - a. Design of physical barriers shall be a component of the design and shall comply with the most current national standards for facilities of this type;
 - b. Electronic; intrusion alarms shall be included.
3. Structure
 - a. Minimum work space and floor plan requirements;
 - b. Aesthetics;
 - c. Fire protection meeting City fire code requirements (IFC);
 - d. Low maintenance building materials shall be utilized;
 - e. Lighting;
 - f. Finishes and coatings;
 - g. Thermal and moisture protection;
 - h. Doors and windows; and
 - i. Address geotechnical engineering site evaluation and considerations.
4. HVAC
 - a. Heating system; and

- b. Air conditioning and dehumidification.
- 5. Mechanical equipment and piping
 - a. Valves, etc.;
 - b. Equipment efficiency;
 - c. Finishes and coatings, including provisions for corrosion resistance or control; and
 - d. Thrust restraint and pipe support design.
- 6. Electrical
 - a. SCADA - The consultant shall evaluate using the existing RTU versus installing a new RTU. The design engineer shall prepare written recommendations for controls and alarm conditions. The City Public Works Department will provide written direction regarding alarm conditions and controls to be incorporated into the final design.

Recommended minimum alarm and data conditions reported to the Water Treatment Plant shall include high discharge pressure, low suction pressure; abnormal power, building low and high temperature; building intrusion, building power fail; flood alarm/free water detection. These conditions are to be interfaced with City's SCADA system (at Water Treatment Plant or other designated monitoring location).
 - b. General electrical shall include schematics, equipment schedules, materials, panel boards, RTU's, and labeling of equipment and switches, etc.
- 7. Operation and maintenance Manuals and as-constructed drawings
 - a. Reviewed and certified by Engineer of Record to be complete and in compliance with the drawings and specifications;
 - b. Provide minimum of five (5) sets;
 - c. Shall be bound and indexed;
 - d. Include construction records;
 - e. Include schematics of all equipment, supplier, warranty information including start dates, and installer identification.

TASK 3 – BIDDING SERVICES:

This task consists of all services necessary for the administration of the Bidding Services of the project, and may include the following itemized services.

- 3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 Print plans and specifications for City distribution to bidders and the City of Rapid City. Refer to "Deliverables" above in Task 2.

- 3.3 Print and distribute five (5) copies plans/ drawings to the City of Rapid City at 11" x 17" scale for construction services personnel.
- 3.4 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees. An example of an agenda is enclosed as Attachment Five for your information.
- 3.5 Issue addenda to the bid documents as required.
- 3.6 Attend the bid opening (to be held at the City Finance Office).
- 3.7 Attend Public Works Committee and Council Meetings as required.
- 3.8 Prepare the Bid Tab in City of Rapid City Microsoft Excel project book format and submit electronic Bid Tab and a printed hard copy to Engineering Services within one (1) working day of the bid opening. Forward a copy of the final bid tab to all bidders and project manager.
- 3.9 Present award recommendation to City of Rapid City project manager.
- 3.10 Prepare Notice of Award letter for City of Rapid City project manager signature and distribution to contractor for execution.
- 3.11 Prepare contracts and submit to contractor for execution.
- 3.12 Review construction contract documents and other submittals from the contractor and submit to City of Rapid City project manager for distribution to City Attorney's for approval and signatures of the Mayor and Finance Officer.

TASK 4 – BASIC CONSTRUCTION SERVICES:

This task consists of all services necessary for the administration of the Basic Construction Services of the project construction stage, and may include the following itemized services.

- 4.1 Prepare Notice to Proceed for City of Rapid City project manager signature and distribution to contractor for execution.
- 4.2 Arrange and conduct a Pre-Construction Conference including agenda. Record minutes and distribute to all attendees. An example of an agenda is enclosed as Attachment Six for your information.
- 4.3 Provide written clarification regarding drawing and specification questions.
- 4.4 Provide recommendations to address changed or unknown conditions that may appear during construction.
- 4.5 Review and take action on shop drawings, product submittals, test results, and other submittals.
- 4.6 Prepare "As-Built" plans and specifications. "As-Built" plans and specifications shall be submitted as a hard copy and on CD compatible with AutoCAD Release 2006 format. Submit to Engineering Services within 30 days of project completion. In the event that the City did not issue a "Notice to Proceed" for Task 5 services, then the City shall forward construction record documents for preparing the "As-Built" plans and specifications.

TASK 5 – EXPANDED CONSTRUCTION SERVICES:

This task consists of all services necessary for the administration of the Expanded Construction Services of the project construction stage, and may include the following itemized services.

- 5.1 Mark removal limits of appropriate items.

- 5.2 Prepare Public Service Announcements (P.S.A.'s) for Engineering Services. Engineering Services will be responsible for distribution to all local media. Copies of P.S.A.'s shall be distributed one week prior to start of work or change in operations that may significantly affect the public.
- 5.3 Appropriately notify affected Property Owners.
- 5.4 Arrange and conduct appropriate progress meetings. Record minutes and distribute to all attendees.
- 5.5 Provide daily on-site observation to assure that the methods and materials used by the contractor meet the intent of the plans and specifications. For buried installations such as for sewer and water mains the Consultant shall be on site all of the time the Contractor is installing these buried installations.
- 5.6 Prepare daily reports. A daily record of activity will be maintained by the inspector including weather conditions, construction progress, deviations from the plans 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 quantity book. Submit detachable copies to Engineering Services on a weekly basis.
- 5.7 Perform stormwater inspections, prepare reports, and keep the erosion and sediment control plans current as required by the ordinance regulating construction site runoff control, Chapter 8.46, and the Stormwater Quality Manual.
- 5.8 Provide soil compaction testing according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 5.9 Provide assurance testing (or witness Contractor testing) according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 5.10 Prepare and submit monthly pay requests.
- 5.11 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.
- 5.12 Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.
- 5.13 Prepare and submit City of Rapid City project "Construction Project Close-out Checklist" indicating compliance with Standard Specifications and acceptance of the various infrastructure components. The Consultant is responsible for coordinating completion of the checklist items with the Contractor. The checklist is enclosed as Attachment Four for your information.
- 5.14 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.
- 5.15 Prepare a letter to SDDENR notifying them of project completion.
- 5.16 Ensure Contractor's two-year warranty surety is provided to the City of Rapid City.

PROJECT TEAM, MEETINGS, AND SUBMITTALS SUMMARY

- 6.1 Project team members will include:
 - The Consultant
 - City Engineering Services staff
 - Operations Division staff
 - Utility Maintenance Group of the Water Division (Service area and O&M related issues)
 - Street Division
 - Water Division Treatment Group
 - Parks and Recreation Department

- 6.2 Meetings requiring the Consultant's participation will likely include, but may not be limited to the following:
- Kick-off meeting, Task 1
 - Project Design Report and 35% Plans and Specifications submittal review meeting, Task 1
 - Public meetings
 - Property owners meeting
 - Private Utility coordination meeting, Task 2
 - 100% Plans, Specifications, and Contract Documents review, Task 2 (This submittal is made when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost documents are complete).
 - Prebid Conference, Task 3
 - Bid Opening, Task 3
 - Pre-construction Conference, Task 4
 - Construction Progress Meetings, Task 5
 - Committee and Council Meetings as required, All Tasks
- 6.3 Submittals include:
- Kick-off meeting, Task 1 meeting minutes
 - Project Design Report and 35% Review Submittal, Task 1 including meeting minutes
 - Final Project Design Report, Task 2 including meeting minutes
 - 100% complete plans, specifications, contract documents, and opinion of probable construction cost Contract Documents Review, Task 2 including meeting minutes
 - Public meeting minutes
 - Property owners meeting minutes
 - Open house comments/concerns and consultant's recommendations for inclusion or exclusion
 - Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost, Task 2
 - Prebid conference meeting minutes, Task 3
 - Bid Tab and award recommendation, Task 3
 - Pre-Construction conference meeting minutes, Task 4
 - Shop Drawing submittal reviews, Task 4
 - "As-Built" plans and specifications, Task 4
 - Progress meeting minutes, Task 5
 - Daily observation reports, Task 5
 - Erosion and Sediment Control plan inspection reports, Task 5
 - Project completion "Punch List", Task 5
 - "Construction Project Close-out Checklist", Task 5
 - Letter of certification of project completion, Task 5

The Consultant shall allow 10 working days for City review of the Project Design report and 35% review submittal and the 100% complete plans; specifications; contract documents; and opinion of probable construction cost Contract Documents submittal.

ATTACHMENT TWO CONSULTANT EVALUATION FORM

CONSULTANT INTERVIEW & PROPOSAL EVALUATION FORM

PROJECT: _____ PROJECT NO.: _____

CONSULTANT: _____

INTERVIEWER: _____

DATE & TIME: _____

I. FIRM QUALIFICATIONS

(40 Points)



A. PROJECT TEAM

1. Project Team Members
 - Professional Registration _____
 - Project Manager _____
 - Other Key Personnel _____
 - Subconsultants & Their Key Personnel _____
2. Diversity of Skills & Disciplines (as applicable)
 - Municipal Engineering _____
 - Operation/Maint/Replace _____
 - Planning _____
 - Survey _____
 - Finance/Economics _____
 - Other _____
3. Technical Ability _____
4. Amount of Experience on Related Projects _____
5. Experience w/ Other Relevant Agencies _____
6. Office Location(s) _____

B. PROJECT MANAGEMENT

1. Management Procedures
 - Cost/Budget Control _____
 - Schedule Control _____

2. Quality Control Methods (QA/QC)

- Key Personnel

3. Staffing Levels and Work Load

4. Insurance (type and limits)

C. PAST PERFORMANCE

1. With City of Rapid City

2. With Others in Region

3. Past Project Design

- Meeting Design Budget
- Design Scope Modifications

4. Past Project Construction

- Change Orders
- Accuracy of Engineers Est.
- Sequencing/Phasing
- Constructability

5. Quality of Past Deliverables

6. Litigation/Arbitration/Disputes
(Last 3 years)

D. QUALITY OF INTERVIEW & PROPOSAL

II. PROJECT APPROACH AND DELIVERABLES

(60 Points)

A. Data Gathering & Project Familiarization

B. Presentation of Alternatives

C. Design Approach

D. Interaction/Coordination with City Staff & Others

E. Innovative Design Techniques and/or Equipment

F. Schedule of Design Submittals and Cost Estimates

G. Proposed Deliverables

TOTAL (100 points possible).....

CONSULTANT RANK BASED ON TOTAL.....

General Comments:.....

ATTACHMENT THREE
FLOOD PROJECT MANAGEMENT
WATER QUALITY IMPACT ASSESSMENT
CHECKLIST FORM

Section I.

1. Project Title: _____
2. CIP & Project Number: _____
3. Contact Person and Phone Number: _____
4. Project Location: _____
5. Description of Project: _____

Does project increase storm water runoff volume or flow rate to MS4 outfalls? YES NO
 (Basis for a no determination can be found in Section VI.)

Does project include new or expanded storm water detention structure(s)? YES NO

If YES is checked in one or both of the above questions; then proceed to Section II (Water Quality Impact Assessment Evaluation Criteria for Proposed Flood Management Projects).

If NO is checked in both of the above questions, then Water Quality Best Management Practices (WQ BMP) is/are **not** required; then proceed to Section III Determination.

Section II.

Water Quality Impact Assessment Evaluation Criteria for Proposed Flood Management Projects (New and Retrofits).
 (To be completed by City Engineer's appointed representative.)

		Yes	No	N/A
1.	Is the geologic unit or soil unstable, or would it become unstable as a result of the installation of WQ BMP(s), and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?			
2.	Will the installation of WQ BMP(s) result in the probable relocation of existing extensive underground utilities?			
3.	Would the installation of a WQ BMP(s) to a flood management structure compromise the stability of the structure?			
4.	Are land transactions necessary for the WQ BMP(s) where the asking price exceeds the fair market value which will require eminent domain to be implemented?			
		Yes	No	N/A
5.	Will the installation of WQ BMP(s) be hindered by no land availability?			
6.	Would the installation of a WQ BMP(s) to a flood management structure compromise the stability of the structure?			
7.	Would the installation of a WQ BMP(s) to include the Water Quality Capture Volume (WQCV) to a flood			

	management structure cause the potential of loss of life?			
8.	Would the installation of a WQ BMP(s), to include the WQCV to a flood management structure, cause significant damage to nearby properties or structures?			
9.	Are significant health and safety concerns identified with proposed WQ BMP(s)			
10	Is there significant formal public opposition to proposed WQ BMP(s)?			

Signature: _____

Date: _____

Section III.

Determination.

(To be completed by Project Manager.)

Initial _____ **Select one of the following options:**

I find that the proposed Storm Water Flood Management Project does not meet the established criteria in Section I of this evaluation so no negative WQ impacts are anticipated. **Therefore, project design will not require additional water quality improvements.**

I find that the proposed Storm Water Flood Management Project may have negative water quality impacts but the storm water discharges shall be routed through the following existing or approved Post Construction Water Quality BMP _____

Therefore, the project design will not require additional water quality improvements.

I find that the proposed Storm Water Flood Management Project may have negative water quality impacts. I have also determined that due to project limitations identified in Section II, the City will not be able to design this project to fully comply with the Stormwater Quality Manual. The findings/justifications for a variance to these design standards are listed in Section IV below. Alternative Water Quality BMPs are described in Section V below. **Therefore, I grant a partial variance from incorporating water quality improvements.**

I find that the proposed Storm Water Flood Management Project may have negative water quality impacts. I have also determined that due to project limitations identified in Section II, that the City will not be able to feasibly design and incorporate water quality improvements into this project. The findings/justifications for a variance to these design standards are listed in Section IV below. **Therefore, I grant a full variance from incorporating water quality improvements.**

I find that the proposed Storm Water Flood Management Project may have negative water quality impacts. I have also determined that the project can be designated and constructed to include water quality improvements. **Therefore, the project will be designed in accordance with the Rapid City Stormwater Quality Manual to incorporate water quality improvements.**

Signature: _____

Date: _____

Section IV.

Explanation of Variance to the City of Rapid City Stormwater Quality Manual.

(To be completed by City Engineer's Appointed Representative.)

Porous Landscape Detention BMPs could not be built to the standard in the Stormwater Quality Manual. _____

Extended Detention BMPs could not be built to the standard in the Stormwater Quality Manual. _____

Inlet BMPs (Water Quality Catch Basins) could not be built to the standard in the Stormwater Quality Manual. _____

Other BMPs could not be built to the standards in the Stormwater Quality Manual. _____

Section V.

Alternative Water Quality BMPs that will be incorporated into this Flood Management Project.

(To be completed by City Engineer's Appointed Representative.)

Section VI.

Basis that the Proposed Flood Management Project will not increase Storm Water Volume or Flow Rates to MS4 Outfalls.
(To be completed by City Engineer's Appointed Representative.)

Signature: _____

Date: _____

Title: _____

ATTACHMENT FOUR CONSTRUCTION PROJECT CLOSEOUT CHECKLIST

Construction Project Close-out Checklist

City of Rapid City Engineering Services

Project Number: _____ Project Name: _____

Project Manager: _____ Inspector: _____

Substantial Completion Date: _____ Completion Date: _____

* Items to be inspected by City Operations personnel

	Acceptance Dates	
	Engineering	Operation
GENERAL		
Grading:		
Full width of ROW		
Full Sections: lift thickness & Compaction Testing		
Erosion Control:		
Required structures/features in place		
Revegetation: Topsoil, seeding, mulching, irrigation		
Private Utilities:		
Trenches tested for compaction		
Sight triangles unobstructed		
Above-grade locations relative to sidewalk & property lines		
SEWER SYSTEM		
Sewer Mains:		
Trench backfill tested for compaction		
Tested for watertightness		
TV'ed for debris & defects		*
Deflection test completed		
Manholes:		
Tested for watertightness		
Chimnies: straight and watertight		*
Frame & covers: watertight & adjusted to grade		
Inverts: channel depth, shape & smoothness		*
Tie-ins: watertight, inverts smooth & clean		*
Sewer services:		
Locations marked at property line (if applicable)		

Service trench backfill tested for compaction		
Utility maintenance completed service line inspection		*
Groundwater Drain:		
Tie-ins		
Alignment		
Cleanouts		
Grade		
Trench backfill tested for compaction		
Fabric in place		
WATER SYSTEM		
Water Mains:		
Trench backfill tested for compaction		
Pressure & Leak Tested		
Disinfected & flushed		
Bacteria Test Completed & tested		
Tracing wire: intact, terminated, & tested		*
Valves operate properly		*
Valve Boxes straight, clean & adjusted to grade		*
Fire Hydrants:		
Nozzle height, orientation, & plumb		*
Location relative to sidewalks, landscaping, poles, etc.		
Fire Hydrant charged & flow tested		*
Water Services:		
Curb Stops		
Boxes straight, clean & Adjusted to grade		*
Location relative to sidewalks & property line		
Service trench backfill tested for compaction		
Utility maintenance complete service line inspection		*
STREETS		
Subgrade: scarified & tested for compaction		
Base Course or Gravel Cushion		
Subgrade checked for compliance with bluetops		
Plans thickness & trimmed		
Tested for compaction		
Curb & Gutter:		
Finish, jointing, curing		
Dimensions		
Tilt & Slope		
Concrete testing: air, 28-day compressive strength		
Pavement, AC & PCC:		
Mix design		

Binder		
Total thickness per plans		
Environmental conditions during placement		
Ride		
Cross slope		
Edges next to pans, curb face & Other structures		
AC Pavement:		
Compaction test results		
Surface seal		
Lift thickness		
PCC pavement:		
Doweling & jointing		
Finishing & curing		
28-day compressive strength		
Joint Sealing:		
Transverse		
Longitudinal		
Underdrains or Edge Drains:		
Pipe Grade		
Cleanouts		
Storm Sewer Connections		
Trench backfill tested for compaction		
Fabric in place		
STORM SEWER SYSTEM		
General: all components clean & free of debris		
Storm Sewers:		
Inlets: grates, openings, sizes		
Flared ends & rip-rap		
Frame & covers: adjusted to grade		
Grates & pipe penetrations grouted		
Open Channels:		
Cross section geometry & flow-line slope		
Checks, drops, & Armoring		
Topsoil, seeding, mulching		
Interim erosion control measures established		
Maintenance accesses: grades, widths, & surfacing		
Trench backfill & Embankment Fill tested for compaction		
Storm sewer pipe TV'ed for debris & defects		
SIGNS, PAVEMENT MARKING & LIGHTING		
Regulatory Signs: MUTCD-compliant, posts, placement, plumb		*
Street Signs: names & spelling, placement, plumb		
Striping & Pavement Markings: MUTCD-compliant		*

Street Lighting: locations, conduits, etc.		*
Crosswalks		*
EROSION AND SEDIMENT CONTROLS: Best Management Practices		
Housekeeping		
Check Dams		
Silt Fence		
Wattles		
Inlet Protection		
Topsoil, Seeding, Mulching		
SIDEWALKS		
Locations & widths (on all 4 intersections quadrants, minimum)		
Handicap ramps: locations, ADA-compliant		
Finishing, jointing, curing		
Type "C" walls (if applicable)		

ATTACHMENT FIVE**PREBID CONFERENCE
(PROJECT NAME)
(DATE AND TIME)**

PROJECT NAME:

PROJECT NO. / CIP NO.:

PROJECT MANAGER:

394-4154

DESCRIPTION:

DISCUSSION ITEMS

1. Welcome and Introductions
2. Attendance Sheet (name, company, phone, e-mail)
3. Addendums
4. Contract Document
 - A. Section 1

Bid guarantee (certified check, cashier's check, or draft for 5% of bid, or a Bid Bond for 10% of the bid.
 - B. Section 2
 - 2.1 Substitute Bid Schedule allowed. Amounts to nearest \$0.01 not to \$0.001.
 - 2.12 Standard Specifications – 2007 version
 - 2.15 Basis of Payment - Partial Payments or Single Payment
 - 2.16 Payment for Materials On-Site - On-Site defined as contractor yard or supplier yard that is secure and the inspector has been able to verify and inspect the materials.

Use Tax Liability \$0.00

Excise Tax Liability Yes or No
 - C. Section 3 Insurance Requirements – Construction and Warranty
 - D. Section 4 Bidder's Proposal

Notes to Bid Schedule and Special Bid Conditions

 - Milestones
 - Liquidated Damages

3/4/2009

- E. Plan Drawings (Discuss all items in detail that are specific to project)
- F. Detailed Specifications – (Discuss special items)
- G. Other (Misc. items, contractor concerns, etc)

ATTACHMENT SIX

**PRE-CONSTRUCTION CONFERENCE
(PROJECT NAME)
PROJECT NO. (XXXXX)
(DATE OF MEETING)**

(From Scope in Detailed Specs)

1. ORGANIZATION REPRESENTATIVES

POSITION	NAME	PHONE NUMBER
A. Project Engineer (City) (Consultant)		394-5377 Ext. XXX
B. Project inspection & construction management		
C. Contractor		
D. Contractor's Superintendent	_____	_____
E. Contractor's designee responsible for jobsite safety	_____	_____
F. Subcontractors on project	_____	_____
G. Utility contacts	_____	_____
	_____	_____
	_____	_____
	_____	_____

2. CONTRACT

- A. Properly executed _____
- B. 100% Payment and Performance Bonds _____
- C. Insurance _____
- D. Contract amount
- E. Contract time
- F. Notice to Proceed

- G. Start work date _____
- H. Completion date _____
- I. Liquidated damages Per Section 7.64- \$XXX per working day

3. RESPONSIBILITIES OF PARTIES

- A. Contractor
- Construct project in accordance with Plans & Specifications
 - Supervise all work crews and subcontractors
 - Safety of all workers on site
- B. City or City's designated party
- Certify & process monthly estimates and CCO's
- C. City's Designated Party
- Observe construction and provide quality assurance
 - Interpret Plans & Specifications
 - Review monthly estimates and CCO's

4. SUBMITTALS

- A. Construction schedule
- Type
 - Review and update requirements
- B. Payment schedule
- C. Schedule of values
- D. Air Quality Construction Permit (Submitted prior to construction)
- E. Shop drawings
- Master list with schedule
 - Submitted by Prime Contractor ONLY
 - O & M Information for O & M Manual
 - Engineer's requirements
 - Number of copies (minimum of 5 copies)
 - Contents
 - Deadlines

5. UTILITY LOCATIONS AND COORDINATION

- A. Contractor's responsibility
- B. Contractor responsible for damage to utilities

6. EASEMENTS AND SITE ACCESS

- A. (Property Location)
- B. (Site specific requirements)
- C. (Easement use)

7. TRAFFIC CONTROL PLAN

- A. Changes approved by the Engineer
- B. Coordination of essential services and notification
 - Law Enforcement
 - Fire
 - Ambulance
 - SD DOT
 - School bus
 - Road reports
- C. Modification to setup
- D. Truck routing
- E. When will traffic control be set up?
- F. Traffic control submittal
- H. Removal/return of traffic control devices per Sec. 90.3 of Standard Specifications
- I. Public Service Announcements
- H. Other

8. MATERIAL DISPOSAL AND CLEANUP

- A. Disposal sites identified
- B. Written permission by property owner provided to City
- C. Daily cleanup
- D. Conform to shop drawings and O & M info provided prior to payment

9. PERMITS

- A. Building
 - Local
 - State
- B. Construction Dewatering - Detail Specification #XX - By City
- C. 310 Permit, County Conservation District
- D. Air Quality Construction Permit (Copy to Engineer prior to construction)
- E. Erosion and Sediment Control Permit
- F. Army Corps Permit #33 - By City
- G. Army Corps Permit #3 - By City
- H. SD Dept. of Transportation Utility Permit
- I. Right to Work Permit from Utility Maintenance

10. PROGRESS MEETINGS AND REPORTS

- A. Project Manager, Inspector, Contractor (Superintendent & Foreman)
- B. Weekly progress meeting
 - Day: _____
 - Time: _____
 - Place: _____

11. PAYMENT

- A. Monthly cut-off date
- B. Schedule - Single payment/Monthly (circle one)
- C. Invoices for materials in storage
- D. Certified payrolls, submitted timely
- E. Retainage: 12% up to \$50,000
5% on next \$200,000
2.5% on amount over \$250,000
- F. Materials paid for by unit weight
 - Weigh tickets must be submitted to Engineer via the inspector at time of product delivery. All tickets must be received within 48 hours in order to be considered for payment.

12. PAYROLLS (Usually N/A)

- A. Wage Decision Number: _____
- B. Payrolls checked by: _____
- C. Subcontractor compliance is responsibility of Prime
- D. Superintendent and Owner-Operators shown on payrolls
- E. Overtime provisions (OT over 40 hours per week)

13. CHANGE ORDERS

- A. All change orders in writing
- B. Cost breakdown, with materials, labor, equipment rates & profit
- C. Stop and start work in writing
- D. Unit cost per contract
- E. Time extensions

14. RECORD DRAWINGS (AS-BUILTS)

- A. Contractor's responsibility
- B. Engineer's responsibility
- C. Withhold final payment until received

15. CONSTRUCTION STAKING

- A. Control stakeout (1 working day advance notice)
- B. Job stakeout (Inspector will coordinate)
- C. Removal limits
 - Initial sawcut
 - Final sawcut

16. TESTING

- A. Concrete
- B. Asphalt
- C. Re-testing payment
- D. Tests requiring Engineer's observation
 - Visual
 - Leakage

- Disinfection

17. SAFETY

- A. Trenching requirements
- B. Hard hats - Yes/No (circle one)
- C. Dewatering pumps properly sized - Refer to Detailed Specification
- D. No spills
- E. Coordination of taps
 - Is water main pressurized?
 - Has sewer main been tested and accepted?

18. SEWER PROJECTS

- A. NPDES Permit not to be violated
- B. No bypass of treatment system
- C. Engineer to notify appropriate governmental agency of serious or frequent violations
- D. Coordination of taps with City personnel
 - Has sewer main been tested and accepted?
- E. Right to Work Permit from Utility Maintenance

19. WATER PROJECTS

- A. Valves to be operated by City personnel
- B. Notification of interruption of service (48 hours in advance)
- C. City to check all new valves and hydrants prior to final payment
- D. Replacement of lead and galvanized service lines
- E. Coordination of taps with City personnel
- F. Right to Work Permit from Utility Maintenance

20. TEMPORARY SERVICES

- A. Field office with telephone
- B. Toilets
- C. Water
- D. Electricity

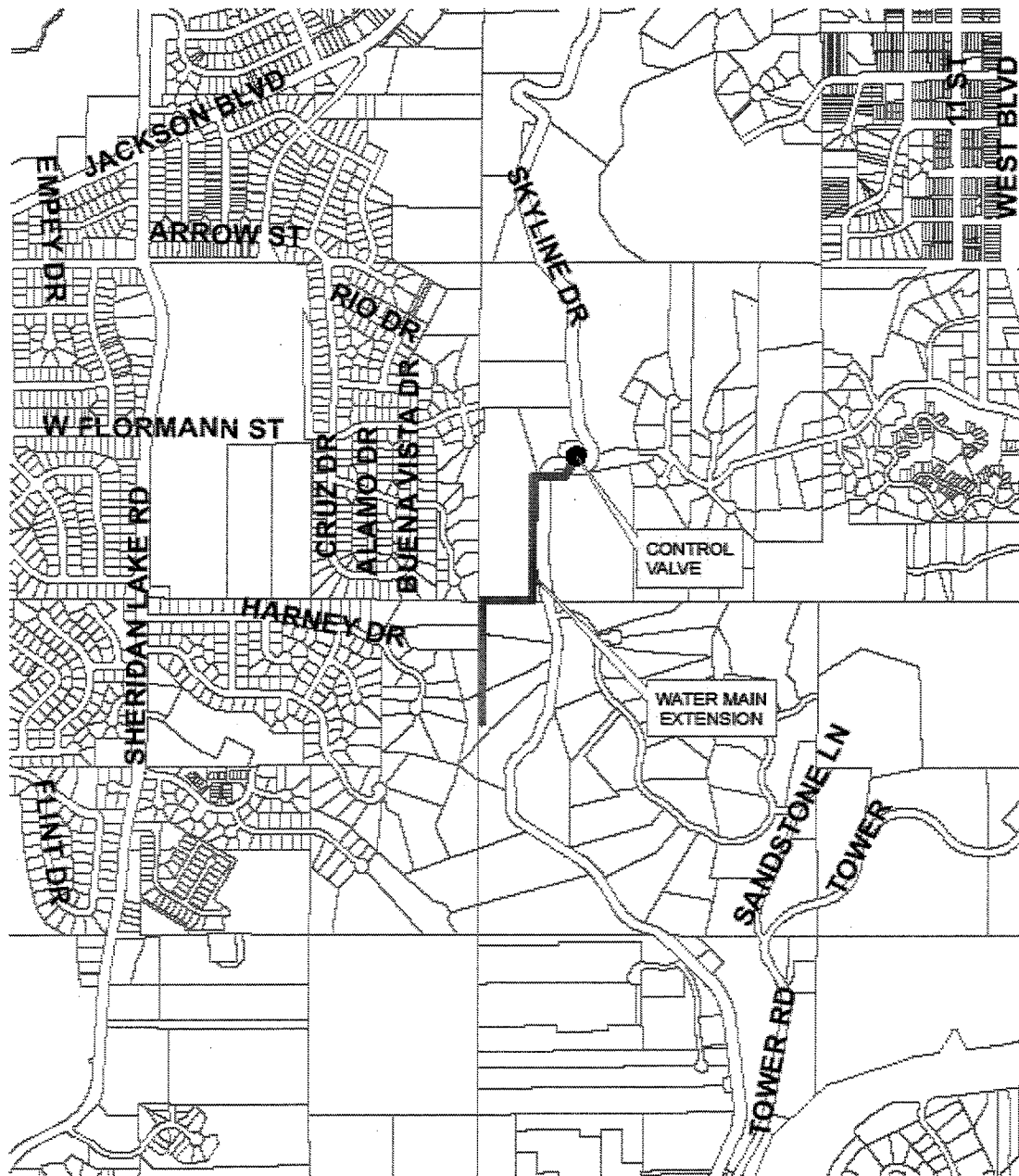
21. LOCAL CONDITIONS

- A. Work hours
 - Permission to work Saturdays
 - No work between 9 PM & 6 AM
 - Article 7.48 of Standard Specifications has been waived for this project (?)
- B. Dust, noise and parking

22. POSTINGS (Usually N/A)

- A. Wage rates
- B. EEO Poster
- C. Non-segregated Facilities Certificate posted

EXHIBIT "A"



**KEPPS WATER MAIN EXTENSION
AND CONTROL VALVE**
PROJECT NO. W08-1702 CIP NO. 50625

