

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

Date: September 28, 2010

Project Name & Number: North Pinedale Reservoir For Good Samaritan Society Saint Martin's Village, Rapid City, SD - Project No.: W10 - 1890 **CIP #:** 50832

Project Description: Provide engineering services for the City of Rapid City on the behalf of the Good Samaritan Society for bidding and construction of a new concrete water storage reservoir consisting of a 750,000 gallon reservoir, 16" diameter water transmission main, valve house, access road, and associated appurtenances. FMG, Inc. will be under contract of the City however all costs associated with these services will be reimbursed by the Good Samaritan Society.

Consultant: FMG, Inc.

Original Contract Amount: \$108,775.00

Original Contract Date: 12/21/10

Original Completion Date: 2 yrs after start of constr. warranty.

Addendum No:

Amendment Description:

Current Contract Amount: \$108,775.00

Current Completion Date: 2 yrs after start of constr.

Change Requested:

warranty period.

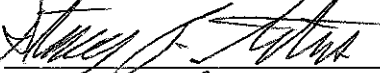

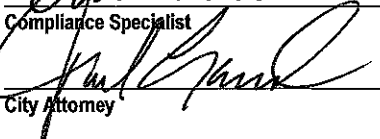
New Contract Amount: \$108,775.00



New Completion Date: see above.

Funding Source This Request:

| Amount | Dept. | Line Item | Fund | Comments |
|--------------|-------|-----------|------|---|
| \$108,775.00 | 934 | 4381 | 602 | The water account will be used to cash flow the CA |
| | | 4223 | | services however the expenditures will be reimbursed to |
| | | | | the City by the Good Samaritan Society. |
| \$108,775.00 | Total | | | |

Agreement Review & Approvals

 12/8/10
Project Manager Date
 12/8/10
Compliance Specialist Date
 12/13/10
City Attorney Date

 12-8-10
Division Manager Date
 12-8-10
Department Director 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 12/14/10 Initials [Signature] Approved Y N
Appropriation Y N
Cash Flow Y N

**Agreement Between City of Rapid City and FMG, Inc
for Professional Services for Engineering Services North Pinedale Reservoir for
Good Samaritan Society Saint Martin's Village, Rapid City, SD, Project No. W10 –
1890 / CIP No.50832**

AGREEMENT made December 21, 2010, between the City of Rapid City, SD (City) and FMG, Inc, (Engineer), located at 3700 Sturgis Road, Rapid City, SD 57702-0317. City intends to obtain construction administration services for North Pinedale Reservoir for Good Samaritan Society Saint Martin's Village, Rapid City, SD, Project No. W10 – 1890, CIP No. 50832. The scope of services is as described in Exhibits A and B.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in Exhibits A and B, serve as the City's professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

Section 1—Basic Services of Engineer

1.1 General

- 1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.
- 1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.

1.2 Scope of Work



The Engineer shall:

- 1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.
- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibits A and B.)
- 1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.

Section 2—Information Provided by City

The City will provide any information in its possession for the project at no cost to the Engineer.

Section 3—Notice to Proceed

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall be paid for any authorized, necessary work performed prior to receiving the Notice to Proceed.

Section 4—Mutual Covenants

4.1 General

- 4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it by agreement or otherwise. In such case, the Engineer shall be liable to the City for any additional cost occasioned thereby.



- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment.
- 4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.
- 4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.
- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or



subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.

- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

4.2 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, 300 Sixth Street, Rapid City, SD 57701-5035, 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.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

Section 5—Payments to the Engineer

5.1 Schedule of Pay Rates

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer's hourly rate schedule. (See Exhibit C.)

5.2 Fee



The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed **\$108,775.00** unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the construction administration as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded.

5.3 Progress Payments

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month at the rates established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

Section 6—Completion of Services

The Engineer shall complete services on or before 90 days after construction contract is completed.

Section 7—Insurance Requirements

7.1 Insurance Required

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

7.2 Cancellation

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

7.3 City Acceptance of Proof

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will



hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

7.4 Specific Requirements

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.

Section 8—Hold Harmless

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

Section 9—Independent Business

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the



control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

Section 10-Indemnification

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer's negligence.

Section 11-Controlling Law and Venue

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7th Judicial Circuit, Pennington County.

Section 12-Severability

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

Section 13—Funds Appropriation

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

City of Rapid City:

Engineer:

MAYOR

FMG, Inc.

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:



STACEY TITUS, P.E., PROJECT MANAGER

DATE: 12/8/10



EXHIBIT "A"**SCOPE OF ENGINEERING SERVICES****North Pinedale Water Storage Reservoir
For Good Samaritan Society
Saint Martin's Village, Rapid City, SD
PROJECT NO. W10 – 1890 / CIP 50832****PROJECT DESCRIPTION**

The general scope of this project is to provide engineering services for the City of Rapid City on behalf of the Good Samaritan Society for the bidding and construction of a new concrete water storage reservoir consisting of a 750,000 gallon reservoir, water transmission main, valve house, access road, and associated appurtenances.

This project has been designed for the Good Samaritan Society and the City of Rapid City through an agreement in which the City will advertise, bid and oversee the construction of the project in addition to providing \$1M for construction.

All fees for the services outlined below will be paid for according to the agreement between the City and the Good Samaritan Society which stipulates all fees are the responsibility of the Good Samaritan Society.

FMG Engineering will provide professional services consisting of three (3) Tasks: Bidding Services, Basic Construction Services, and Expanded Construction Services as outlined below.

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 Provide Engineer's Estimate of probable construction cost to the City of Rapid City's project manager for City distribution.
- 3.3 Provide one (1) hard copy and one (1) electronic copy of plans/detailed specs and deliver to City Project Manager for reproduction and distribution. City will complete front end documents and the consultant will complete the technical specs.
- 3.4 Prepare an agenda and facilitate a Pre-bid Conference. Invite sub-consultants as necessary to answer any potential questions that might arise. Record attendance and minutes. Distribute copies to all attendees.

- 3.5 Issue addenda to the bid documents as required. Coordinate with all sub-consultants to address all bidder questions in a timely manner.
- 3.6 Review the Bid Tab in City of Rapid City Microsoft Excel project book format and certify the Bid Tab within one (1) working day of the bid opening.
- 3.7 Prepare an award recommendation letter to the City of Rapid City and Good Samaritan Society project managers.
- 3.8 Coordinate deposit from Client to Owner for the bid costs over and above the \$1M provided by the City, if necessary.
- 3.9 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 agenda and facilitate a Pre-Construction Conference. Record minutes and distribute to all attendees.
- 4.2. Provide written clarification regarding drawing and specification questions.
- 4.3. Provide recommendations to address changed or unknown conditions that may appear during construction.
- 4.4. Review and take action on shop drawings, product submittals, test results, and other submittals.
- 4.5. 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 2004 format. Submit to Engineering Services within 30 days of project completion. As built do not include as built surveys.

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 Provide the services of a Resident Project Representative (RPR) at the Site to assist the Consultant and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit B. Full time observation by the RPR will be performed during the installation of the transmission pipeline and other buried appurtenances. The furnishing of such RPR's services will not limit, extend, or modify Consultant's responsibilities or authority except as expressly set forth in Attachment 1 to Exhibit A.
- 5.2 Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Consultant, and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Contract Documents, and Consultant shall keep City informed of the progress of the Work.
- a. Consultant shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant 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.
 - b. Consult with City and act as City's representative as provided in the City of Rapid City Standard Specifications for Public Work Construction, Section 7 - General Conditions. The extent and limitations of the duties, responsibilities, and authority of Consultant as assigned in the General Conditions shall not be modified, except as Consultant may otherwise agree in writing. All of City's instructions to Contractor will be issued through Consultant, which shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
 - c. Consultant shall have the authority to recommend to Client that Contractor's Work be rejected while it is in progress if, on the basis of Consultant's observations, Consultant believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
 - d. Consultant and RPR shall monitor and verify that materials and equipment meet approved shop drawings and contract documents.
- 5.3 Conduct weekly progress meetings while project is under construction. Record minutes and distribute to all attendees.

- 5.4 Prepare daily reports. A daily record of activity will be maintained by the RPR, and or Consultant, including weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and any other pertinent information. Daily reports shall in general comply with the City of Rapid City diary format and content. Such information shall be neatly and concisely entered into the City of Rapid City project quantity book.
- a. Two complete sets of RPR records, shop drawings, O&M's, and other pertinent project records shall be delivered to the City with Item "4.5 - As-Builts"
- 5.5 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.
- 5.6 Provide all initial surveying to establish construction references including, but not limited to;
- a. Establish control points necessary for construction of all structures including;
 - o Two (2) corners with offsets for square structures,
 - o A center and four (4) perimeter points with offsets for reservoir,
 - o Four (4) fence corners with offsets,
 - b. All necessary site grading and parking areas,
 - c. Alignment, profile, and offsets for 16" water transmission main with related appurtenances,
 - d. Alignment and offsets for underground primary power to site,
 - e. Centerline alignment of access roads with offsets as necessary to clarify the intent of the drawings. (Note most roads are to have a vertical alignment based on native terrain, and in some cases a blasted surface from installation of utilities, and vertical alignment staking will not be provided).
- 5.7 Provide all concrete, materials, and soil compaction testing according to the Standard Specifications including additional testing outlined below. All test results shall be submitted to the City of Rapid City within 30 days of project completion. The City's project manager shall be notified of any failing test in order to coordinate the contractor's corrective actions with the consultant.
- a. Compaction testing for the 16" water transmission pipeline will be performed on each lift at frequency of every 200 linear feet of trench.
- 5.8 Prepare and submit monthly pay request information (Quantities installed to date).
- 5.9 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.
- 5.10 Coordinate and monitor Contractor's project startup and City personnel training. Prepare start-up agenda to be utilized by contractor during start-up operations. Coordinate and facilitate scheduling and implementation of start-up with the contractor, City, and subconsultants.

- 5.11 Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.
- 5.12 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.
- 5.13 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.
- 5.14 Prepare letter to SDDENR notifying them of project completion.
- 5.15 Ensure Contractor's two-year warranty surety is provided to the City of Rapid City either within the performance bond or as a separate bond.
- 5.16 Assist the City in addressing and communicating warranty items with the Contractor that may arise during the City's two year warranty period. Work under this task also includes assisting City staff in a twenty-one (21) month inspection of the project, documenting the condition, and following up with Contractor to resolve warranty issues.

PROJECT TEAM, MEETINGS, AND SUBMITTALS SUMMARY

- 6.1. Project team members will include;
 - The Consultant and any applicable sub-consultants
 - City Engineering Services staff
 - Operations Division staff
 - Utility Maintenance Division (Service area and O&M related issues)
 - Water Division
 - General Contractor
- 6.2. Meetings requiring the Consultant's participation will likely include, but may not be limited to the following:
 - Prebid Conference, Task 3
 - Pre-construction Conference, Task 4
 - Construction Progress Meetings, Task 5
 - Start-up, Task 5
- 6.3. Submittals include:
 - Meeting minutes
 - Prebid conference, Task 3
 - Preconstruction conference, Task 4
 - Progress meetings, Task 5
 - Project start-up and City personnel training, Task 5

- Bid Tab and award recommendation, Task 3
- Shop Drawing submittal reviews, Task 4
- “As-Built” plans and specifications, Task 4
- 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
- Warranty items/issues, Task 5
- Warranty inspection punch list, Task 5

ATTACHMENT 1 TO EXHIBIT A

**North Pinedale Water Storage Reservoir
For Good Samaritan Society
Saint Martin's Village, Rapid City, SD
PROJECT NO. W10 – 1890 / CIP 50832**

RESIDENT PROJECT REPRESENTATIVE

- A. Consultant shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist Consultant in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Attachment shall provide representation as established under Exhibit A - Scope of Work.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Consultant shall endeavor to provide further protection for City of Rapid City (Client) against defects and deficiencies in the Work. However, Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Consultant 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, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are limited to those of the Consultant in the Professional Services Agreement with the Client and described as follows:
 - 1. RPR is Consultant's agent at the Site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Consultant and Contractor, keeping Client advised. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.
 - 2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
 - 3. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:
 - a. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-Site operations.
 - c. Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
5. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Consultant of availability of Samples for examination.
 - c. Advise Consultant and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Consultant.
7. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Consultant. Transmit to Contractor in writing decisions as issued by Consultant. Any changes shall be communicated to and approved by the Client.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Consultant whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will compromise the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant and Client of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Startups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Client's personnel, and that Contractor maintains adequate records thereof.
- b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.

10. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Consultant. Consultant will provide two complete sets of RPR records, shop drawings, O&M's, and other pertinent project records to the Client.

11. Reports:

- a. Furnish to Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Consultant proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Consultant and Client copies of all inspection, test, and system start-up reports.
- d. Immediately notify Consultant and Client of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. Completion:
 - a. Participate in a final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - b. Observe whether all items on the final list have been completed or corrected and make recommendations to Consultant concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

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

In general, Consultant shall advise Client on these issues prior to addressing.

EXHIBIT B - TASK SCHEDULE

NORTH PINEDALE RESERVOIR FOR GOOD SAMARITAN SOCIETY SAINT MARTIN'S VILLAGE, RAPID CITY, SD
Project No. W10-1890 / CIP 50832

November 11, 2010

FEES

| TASK 3 BIDDING PERIOD SERVICES | | |
|---|--|-------------|
| 3.1 | Information for Advertising Authority | \$90.00 |
| 3.2 | Engineers Construction Estimate | \$180.00 |
| 3.3 | Provide Copy of Plans/Detailed Specs | \$90.00 |
| 3.4 | Conduct Pre-bid Conference | \$420.00 |
| 3.5 | Plans and Specification Interpretation and Prepare and Issue Addenda | \$1,320.00 |
| 3.6 | Review and Certify Bid Tab | \$180.00 |
| 3.7 | Recommendation of Award Letter | \$90.00 |
| 3.8 | Coordinate Deposit of Funds From Developer | \$120.00 |
| 3.9 | Review Contract/Bonds/Etc and Submitt to City | \$90.00 |
| Task 3 FMG Subtotal | | \$2,580.00 |
| Subconsultant Fees - Hermanson Egge | | \$ 1,260.00 |
| Subconsultant Fees - West Plains | | \$ 1,200.00 |
| EXPENDIBLES AND MILEAGE | | \$ 100.00 |
| TOTAL TASK 3 BIDDING PERIOD SERVICES COST | | \$ 5,140.00 |

| TASK 4 BASIC CONSTRUCTION SERVICES | | |
|---|---|--------------|
| 4.1 | Preconstruction Conference | \$420.00 |
| 4.2 | Clarifications for Drawings and Specifications | \$780.00 |
| 4.3 | Recommendations for Changed or Unknown Conditions | \$780.00 |
| 4.4 | Review Shop Drawings, Mix Designs, Materials & Other Submittals | \$2,880.00 |
| 4.5 | Prepare "As-Built" Drawings | \$1,080.00 |
| Task 4 FMG Subtotal | | \$5,940.00 |
| Subconsultant Fees - Hermanson Egge | | \$ 3,360.00 |
| Subconsultant Fees - West Plains | | \$ 2,715.00 |
| EXPENDIBLES AND MILEAGE | | \$ 100.00 |
| TOTAL TASK 4 BASIC CONSTRUCTION SERVICES COST | | \$ 12,115.00 |

| TASK 5 EXPANDED CONSTRUCTION SERVICES | | |
|---------------------------------------|---|-------------|
| 5.1 | Provided RPR Services (24 wks @ 20 hrs/wk) | \$27,300.00 |
| 5.2 | Periodic Engineer Site Visits (24 wks @ 8 hrs/wk) | \$18,240.00 |
| 5.3 | Conduct Progress Meetings & Prepare Minutes (24 wks @ 1 mtg/wk) | \$4,800.00 |
| 5.4 | Prepare Daily Reports by RPR and Engineer | \$3,120.00 |
| 5.5 | Perform Stormwater Inspections and Prepare Reports | \$1,800.00 |
| 5.6 | Complete Project Surveying and Staking | \$7,200.00 |
| 5.7 | Concrete & Material Testing, Soils Compaction & Reporting | \$16,380.00 |
| 5.8 | Prepare & Submit Monthly Estimates of Quantities | \$1,800.00 |
| 5.9 | Prepare Change Orders, Recommendations | \$1,440.00 |
| 5.10 | Coordinate Project Start-up and City Personnel Training | \$1,800.00 |
| 5.11 | Prepare and Submit Project Punch List-Oversee Completion | \$360.00 |
| 5.12 | Prepare and Submit Construction Project Close Out Checklist | \$360.00 |
| 5.13 | Prepare Letter of Certification of Project Completions | \$180.00 |

EXHIBIT B - TASK SCHEDULE

NORTH PINEDALE RESERVOIR FOR GOOD SAMARITAN SOCIETY SAINT MARTIN'S VILLAGE, RAPID CITY, SD
Project No. W10-1890 / CIP 50832

| | | |
|------|---|---------------------|
| 5.14 | Prepare Letter of Completion to DENR | \$90.00 |
| 5.15 | Ensure Contractor's 2-yr Warranty Surety | \$180.00 |
| 5.16 | Address Warranty Items / 21 Month Inspection | \$1,680.00 |
| | Task 5 FMG Subtotal | \$86,730.00 |
| | Subconsultant Fees - Hermanson Egge | \$ 2,730.00 |
| | Subconsultant Fees - West Plains | \$ 1,560.00 |
| | EXPENDIBLES AND MILEAGE | \$ 500.00 |
| | TOTAL TASK 5 EXPANDED CONSTRUCTION SERVICES COST | \$ 91,520.00 |

| | |
|---------------------------------------|----------------------|
| OVERALL FEE SUMMARY | |
| Task 3 Bidding Period Services | \$ 5,140.00 |
| Task 4 Basic Construction Services | \$ 12,115.00 |
| Task 5 Expanded Construction Services | \$ 91,520.00 |
| TOTAL FEE | \$ 108,775.00 |

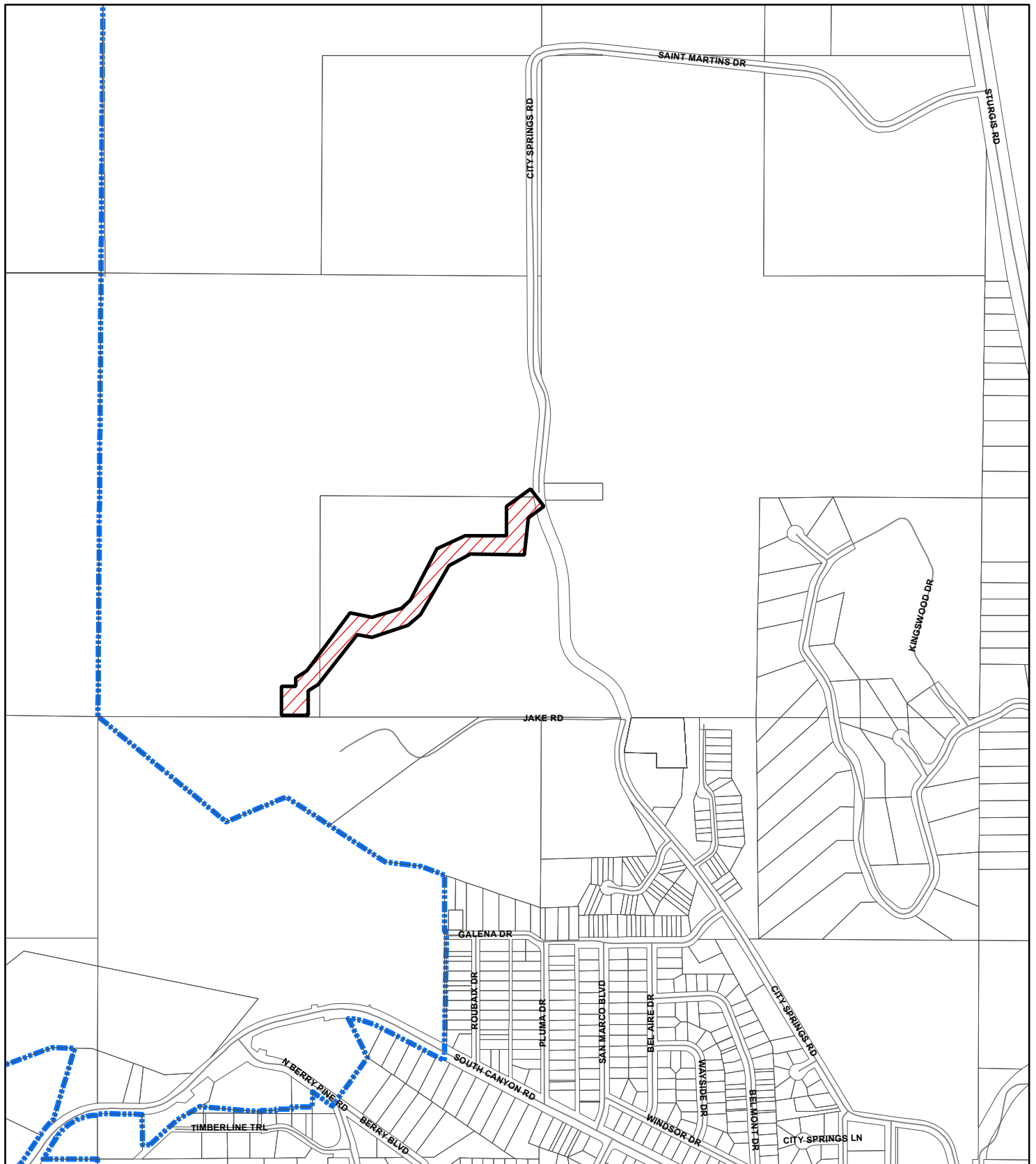
FMG ENGINEERING

EXHIBIT "C"

RATE SCHEDULE

North Pinedale Water Storage Reservoir
For Good Samaritan Society
Saint Martin's Village, Rapid City, SD
PROJECT NO. W10 – 1890 / CIP 50832
RATE SCHEDULE

| <u>PERSONNEL</u> | <u>RATE</u> |
|--|-------------|
| FMG ENGINEERING | |
| Professional Engineer – Principal | \$120.00/hr |
| Professional Engineer – Design Engineer | \$90.00/hr |
| Computer Drafting Technician | \$60.00/hr |
| Registered Land Surveyor | \$75.00/hr |
| Survey Crew | \$120.00/hr |
| Clerical | \$45.00/hr |
| Senior Materials Specialist | \$90.00/hr |
| Soils Technician | \$50.00/hr |
| Construction Observer | \$65.00/hr |
| <u>WEST PLAINS ENGINEERING – ELECTRICAL</u> | |
| Principal | \$190.00/hr |
| Office Manager/Project Manager | \$145.00/hr |
| Senior Engineer/Project Manager | \$105.00/hr |
| Design Engineer | \$70.00/hr |
| Draftsperson | \$55.00/hr |
| Clerical | \$45.00/hr |
| <u>HERMANSON EGGE ENGINEERING</u> | |
| Professional Engineer | \$105.00/hr |
| Engineer | \$85.00/hr |
| Designer | \$75.00/hr |
| Computer Drafting Technician | \$65.00/hr |
| Clerical | \$35.00/hr |
| Senior Materials Specialist | \$90.00/hr |
| <u>VEHICLES & EXPENSES</u> | |
| Mobilization (support vehicle) | \$0.65/mile |
| Copies/Expendables | cost |

EXHIBIT A

**NORTH PINEDALE WATER STORAGE RESERVOIR
FOR GOOD SAMARITAN SOCIETY SAINT MARTIN'S VILLAGE
PROJECT NO. W10-1890 CIP NO. 50832**