PW022812-07

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

Date: February 1, 2012

Project Name & Number: Jackson Boulevard Utilities, SSW09-1509 CA **CIP #:** 50351

Project Description: Professional Engineering Services - Construction Observation Services (Task 4 & Task 5)

Consultant: FMG, Inc.

Original Contract Amount: $675,000 **Original Contract Date:** 2/1/12 **Original Completion Date:** 12/31/14

Addendum No:

Amendment Description:

Current Contract Amount: _____ **Current Completion Date:** _____

Change Requested: _____

New Contract Amount: $0.00 **New Completion Date:** _____

Funding Source This Request:

$371,250.00	933	4223	602	Water (55%)
$189,000.00	833	4223	604	Sewer (28%)
$101,250.00	8911	4223	505	Drainage (15%)
$13,500.00	8910	4223	505	Streets (2%)
$675,000.00	Total			

Agreement Review & Approvals

Project Manager — Date 2/21/12

Division Manager — Date 2-22-12

Compliance Specialist — Date 2/22/12

Department Director — Date 2-23-12

City Attorney — Date 2/24/12

ROUTING INSTRUCTIONS

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

FINANCE OFFICE USE ONLY

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

	Date	Initials	Approved	
Appropriation			Y	N
Cash Flow			Y	N

Agreement Between City of Rapid City and FMG Inc. for Professional Services for Jackson Boulevard Utilities, Project No. SSW09-1509 / CIP No. 50351

AGREEMENT made _____, 2012, between the City of Rapid City, SD (City) and FMG Inc., (Engineer), located at 3700 Sturgis Rd, Rapid City, SD 57702. City intends to obtain services for Jackson Boulevard Utilities, Project No. SSW09-1509, CIP No. 50351. The scope of services is as described in Exhibits A, B and C.

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, B and C, 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, B and C.)

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 Engineer's 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. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.

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. All examinations will be performed at reasonable times, with proper notice. Engineer's documentation will be in a format consistent with general accounting procedures.

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 other parties, excluding sub-contractors and sub-consultants, 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 or any other conditions or circumstances beyond the control of the City or Engineer. 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 B.)

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed $675,000.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design 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. Prime consultant may not mark up sub-consultant or sub-contractor services.

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 December 31, 2014 based on an award date of March 5, 2012.

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, of not less than $1,000,000 each occurrence and not less than $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:

MAYOR

DATE:

ATTEST:

FINANCE OFFICER

Engineer:

FMG INC.

DATE:

Reviewed By:

KLARE SCHROEDER, PROJECT MANAGER

DATE: 2/21/12

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME Klare Schroeder
PHONE 605-394-4154
EMAIL ADDRESS klare.schroeder@rcgov.org

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME Jerry Foster
PHONE 605-342-4105
EMAIL ADDRESS jfoster@fmgengineering.com

FMG ENGINEERING
SCOPE OF SERVICES
FOR
TASK 4 – BASIC CONSTRUCTION SERVICES
TASK 5 – EXPANDED CONSTRUCTION SERVICES
JACKSON BOULEVARD UTILITIES
Rapid Creek Bridge to Mountain View Road
Project No. SSW09-1509 CIP No. 50351
PCN X01D

GENERAL

The City of Rapid City proposes to reconstruct various water transmission lines, water distribution lines, sanitary sewers, storm sewers and other drainage improvements in conjunction with SDDOT reconstruction of Jackson Boulevard from Rapid Creek Bridge to Mountain View Road.

This project is to be let as a Companion Project with South Dakota Department of Transportation Project P 0044(129)42, SD Highway 44, Pennington County, Grading, PCC Paving, Storm Sewer, Curb & Gutter, Roadway Lighting, & Traffic Signals, PCN 00X9.

FMG, Inc. was selected through the City's Consultant selection process to provide engineering services for Tasks 1 through 5 for the referenced project. Tasks 1, 2, and 3 are currently under contract.

Professional services included in this contract are Task 4 Basic Construction Services and Task 5 Expanded Construction Services for the City Companion Project.

Individual tasks and subtasks to complete the work are shown in Exhibit C - Task Schedule. The list of tasks will not be necessarily limited to those shown. Tasks will be increased in scope, tasks added, or tasks deleted, including cost adjustments in all cases, as needed to complete the project.

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 Attend Preconstruction Conference arranged and conducted by the SDDOT. Provide SDDOT with list of City items that need to covered in this conference. Review and comment as necessary on the minutes prepared by SDDOT or the contractor.

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 2006 format. Submit to Engineering Services within 30 days of project completion. In the event that the City does 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 where City work is performed beyond the SDDOT limits.

5.2 Notify the Utility Maintenance office of new services to allow inspection and service activation.

5.3 Attend appropriate progress meetings arranged and conducted by the SDDOT. Review and comment as necessary on the minutes prepared by SDDOT or the contractor.

5.4 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 mains, water mains, storm sewer, and box culverts the Consultant shall be on site all of the time the Contractor is installing these buried installations unless otherwise directed by the City Project Manager.

5.5 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 on a weekly basis.

5.6 Perform storm water inspections and prepare reports, and check if the contractor is keeping the erosion and sediment control plans current.

5.7 Provide compaction testing according to the Project Specifications except where the compaction testing is otherwise provided by SDDOT. All compaction testing performed in the State ROW will be in accordance with SDDOT specifications and will utilize SDDOT reporting forms and procedures. All compaction testing that lies outside of the SDDOT ROW will be performed according to City of Rapid City specifications and will utilize FMG, Inc., reporting forms. Per the Financial and Letting Agreement between SDDOT and the City, SDDOT will conduct, for the top three feet (3) of City utility trenches, inspections of the trench backfill, conduct trench compaction testing, and conduct moisture and density testing, for the City Project. All test results shall be submitted to the City of Rapid City within 30 days of project completion.

5.8 Provide assurance testing (or witness Contractor testing) according to the Project Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.

5.9 Provide PID monitoring for hydrocarbons near known, suspected, or discovered areas of hydrocarbon contaminated soils.

5.10 Prepare and submit to City reports for quantities installed and/or stored materials for use in monthly pay request information.
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 Project Specifications and acceptance of the various infrastructure components. The Consultant is responsible for coordinating completion of the checklist items with the Contractor.
5.14 Prepare letter of opinion of project completion regarding 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 within the performance bond or as a separate bond.

RESIDENT PROJECT REPRESENTATIVE FOR TASK 5

The Consultant shall 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 herein. The furnishing of such RPR's services will not limit, extend, or modify Consultant's responsibilities or authority except as expressly set forth in herein

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 may provide full time representation or may provide representation to a lesser degree as work activities require if directed to do so by the City.

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 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 as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with 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.

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 imperil 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 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.

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 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 Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. 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.

c. 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.

RATE SCHEDULE

FMG ENGINEERING
FOR
TASK 4 – BASIC CONSTRUCTION SERVICES
TASK 5 – EXPANDED CONSTRUCTION SERVICES
JACKSON BOULEVARD UTILITIES
Rapid Creek Bridge to Mountain View Road
Project No. SSW09-1509 CIP No. 50351
PCN X01D

PERSONNEL	RATE
FMG ENGINEERING	
Professional Engineer – Principal	$130.00/hr
Professional Engineer – Senior Engineer	$105.00/hr
Computer Drafting Technician	$65.00/hr
Environmental Scientist	$85.00/hr
Survey Crew	$120.00/hr
Construction Observer	$65.00/hr
Senior Materials Specialist	$100.00/hr
Soils Technician	$50.00/hr
Clerical	$50.00/hr
WYSS ASSOCIATES – LANDSCAPE ARCHITECTURE SUBCONSULTANT	
Principal Landscape Architect	$150.00/hr
Senior Landscape Architect	$105.00/hr
Design Associate	$68.00/hr
Administrative	$42.00/hr
VEHICLES & EXPENSES	
Mobilization (support vehicle)	$0.65/mile
Travel Costs - air, lodging, transport, meals, etc.	cost
Document/Plans Reproduction	cost

EXHIBIT C TASK SCHEDULE

JACKSON BOULEVARD UTILITIES - RAPID CREEK TO MOUNTAIN VIEW ROAD
PROJECT NO. SSW09-1509 CIP No. 50351
TASK 4 BASIC CONSTRUCTION & TASK 5 EXPANDED CONSTRUCTION SERVICES

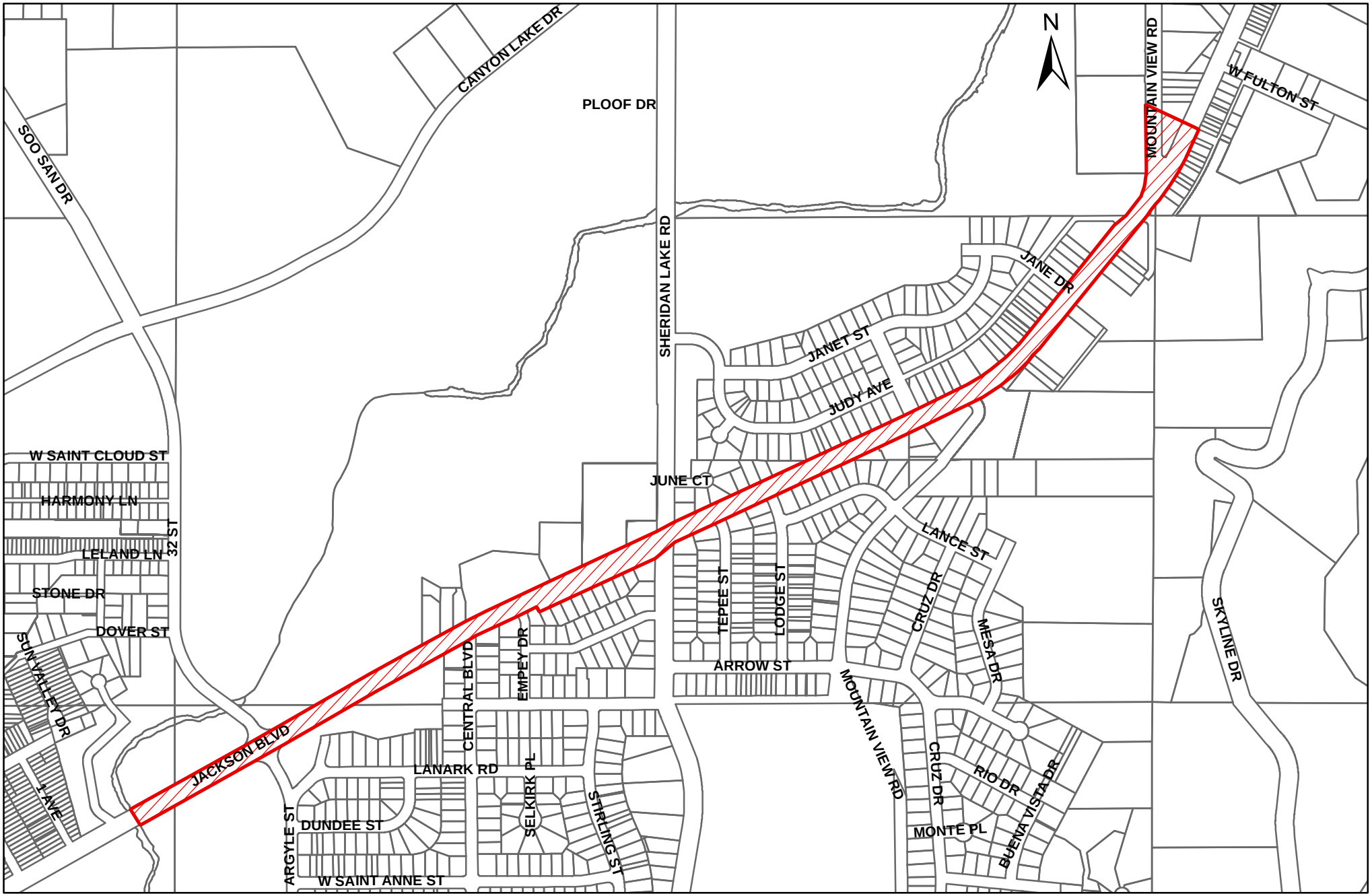
February 27, 2012

	TASK 4 BASIC CONSTRUCTION SERVICES	
4.1	Preconstruction Conference Tasks	$2,300.00
4.2	Clarifications for Drawings and Specifications	$2,200.00
4.3	Recommendations for Changed or Unknown Conditions	$15,100.00
4.5	Review Shop Drawings, Mix Designs, Materials & Other Submittals	$4,400.00
4.6	Prepare "As-Built" Drawings	$7,000.00
4.7	Expendables and Mileage	$1,000.00
	Task 4 Subtotal	$32,000.00

	TASK 5 EXPANDED CONSTRUCTION SERVICES	
5.1	Mark Removal Limits Beyond SDDOT limits	$2,400.00
5.2	Notify and Coordinate with Utility Maintenance on New Service Lines	$1,700.00
5.3	Progress Meetings and Minutes	$42,200.00
5.4	Construction Observation	$362,000.00
5.5	Prepare Daily Reports	$65,000.00
5.6	Storm Water Inspections	$5,400.00
5.7	Compaction Testing	$120,500.00
5.8	Provide Assurance testing	$2,600.00
5.9	PID Monitoring near Gas Stations	$7,600.00
5.10	Provide Quantities for Pay Request Verification	$4,800.00
5.11	Prepare Change Orders, Recommendations	$7,300.00
5.12	Prepare and Submit Project Punch List-Oversee Completion	$2,800.00
5.13	Prepare and Submit Construction Project Close Out Checklist	$3,000.00
5.14	Prepare Letter of Opinion of Project Completion	$300.00
5.15	Prepare Letter to DENR	$200.00
5.16	Verify Warranty Bond in Place	$200.00
5.17	Expendables and Mileage	$15,000.00
	Task 5 Subtotal	$643,000.00
	Task 4 and 5 Total	**$675,000.00**

EXHIBIT "A"

PW022812-07



JACKSON BOULEVARD UTILITIES
MOUNTAIN VIEW ROAD TO RAPID CREEK BRIDGE
PROJECT NO. SSW09-1509 CIP NO. 50351