

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

**Date: November 30, 2010**

**Project Name & Number:** Jackson Springs Water Treatment Plant – Construction Phase Services . CIP #: 50789  
Project No. WTP10-1858

**Project Description:** Construction Phase Services for bidding and construction of the Jackson Springs Water Treatment Plant, raw water pump station, interconnecting transmission mains and related appurtenances.

**Consultant:** Burns & McDonnell Engineering Company

<b>Original Contract Amount:</b>	\$1,908,500.00	<b>Original Contract Date:</b>	Dec. 6, 2010	<b>Original Completion Date:</b>	180 days after completion of construction
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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
\$1,908,500.00	932	4223	602	Water Revenue Bonds
	Total			

### Agreement Review & Approvals

Agreement R

*[Signature]* 11/23/10  
Project Manager Date

*[Signature]* 11/23/10  
Compliance Specialist Date

*[Signature]* 11/23/10  
City Attorney Date

John Kim 11-23-10  
Division Manager Date  
JTB 11-23-10  
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	Initials	Approved	
Appropriation			Y	N
Cash Flow			Y	N

Item #26

Rev. 03/2009

**Agreement Between City of Rapid City and Burns & McDonnell Engineering Co.  
for Professional Services for the Jackson Springs Water Treatment Plant –  
Construction Phase Services,  
Project No. WTP10-1858 / CIP No. 50789**

AGREEMENT made December 6, 2010, between the City of Rapid City, SD (City) and Burns & McDonnell Engineering Co., (Engineer), located at 9785 Maroon Circle, Suite 400, Centennial, CO 80112. City intends to obtain services for the Jackson Springs Water Treatment Plant – Construction Phase Services, Project No. WTP10-1858, CIP No. 50789. The scope of services is as described in Exhibit A.

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 construction phase 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. The Engineer shall not be liable for the results of any such interpretations or decisions rendered by Engineer in good faith.
- 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 not be paid for any 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 continued and material failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it by agreement or otherwise after providing Engineer a reasonable opportunity to cure the deficiencies. In such



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

- 4.1.12 Excluding lump sum agreements, 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 examination will be performed at reasonable times, with proper notice, and at City's cost.
- 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, 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 Fee**

For the Scope of Services described herein, the City shall pay the Engineer the lump sum amount of One Million, Nine Hundred Eight Thousand Five Hundred Dollars (\$1,908,500.00) unless the scope of the project is changed as outlined in Section 4. For additional, reduced, or changed scope of services, the amount of payment shall be adjusted on a mutually agreeable lump-sum basis or on Engineer's hourly-labor-billing-rate-plus-reimbursable-expense basis as contained in Exhibits B and C.

### **5.2 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. If a portion of the Engineer's statement is disputed by the City, the undisputed portion shall be paid by the due date, and the City shall advise the Engineer in writing of the basis for any disputed portion of any statement. Timely payment is a material part of the consideration of this Agreement

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 construction period services on or before March 15, 2013, which corresponds to the anticipated construction completion but does not include six months for monitored test period assistance. The Engineering services is dependent on project completion by the Contractor, thus the Construction Services contract completion date may be revised as needed.

## **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.

Mutual Waiver of Consequential Damages: Both parties agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.

Limitation of Liability: To the fullest extent permitted by law, the total liability in the aggregate, of Engineer and Engineer's officers, directors, employees, agents and consultants to City and anyone claiming by, through or under City, for any and all liabilities, claims, losses, expenses or damages whatsoever arising out of or in any way related to Engineer's services, including but not limited to tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause or causes shall not exceed the greater of One Million Dollars (\$1,000,000.00) or Burns & McDonnell's insurance limit as stated in Section 7.4

### **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, 7<sup>th</sup> 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

Mark A. Luchtwardt  
BURNS & MCDONNELL

DATE: \_\_\_\_\_

DATE: Nov 23, 2010

ATTEST:

\_\_\_\_\_  
FINANCE OFFICER

Reviewed By:

\_\_\_\_\_  
DAN COON, P.E., PROJECT MANAGER

DATE: \_\_\_\_\_



## EXHIBIT A

### BASIC SERVICES (BIDDING PHASE, CONSTRUCTION PHASE AND RESIDENT PROJECT REPRESENTATIVE SERVICES)

*JACKSON SPRINGS WATER TREATMENT PLANT PROJECT  
Project No. WTP10-1858 / CIP No. 50789*

**City of Rapid City, South Dakota**

#### GENERAL

Burns & McDonnell Engineering Company, Inc., (hereinafter ENGINEER) was selected by the City of Rapid City, South Dakota (hereinafter OWNER) to complete the Water Facilities Planning and Jackson Springs Water Treatment Facility Construction project. After the consultant selection process, the professional services described in the "Request for Interviews" (Mr. Stacey Titus, August 8, 2005) were further refined by the OWNER. The following major phases of the project have been completed.

- **Phase 1A** – Existing Jackson Springs Infiltration Gallery Customer Water Supply Evaluation and evaluate the redundancy of backwash system at the existing Surface Water Treatment Plant. (Completed under City of Rapid City Project No. PW04-1447/CIP 50570)
- **Phase 1B** – Source Water Evaluation for Madison Wells, Infiltration Galleries, and Surface Water Source; and Facility Plans for Madison Wells, Girl Scout Infiltration Gallery, Meadowbrook Infiltration Gallery, Jackson Springs Infiltration Gallery and the preliminary review of the existing Surface Water Treatment Plant. (Completed under City of Rapid City Project No. PW04-1447/CIP 50570)
- **Phase 1C** – Design, Bidding, and Construction Phase Services for the recommended Phase 1A alternative. (Completed under City of Rapid City Project No. PW05-1425.1A/CIP 50570)
- **Phase 2A** – Completion of the existing Surface Water Treatment Plant and Jackson Springs Infiltration Gallery Facility Plans and provide support to the City's Water Advocacy Task Force.
- **Phase 2B** – Conceptual Design Phase for Water Treatment Plant Upgrades including development of a Source Water Management Plan, development of conceptual designs for the recommended water treatment plant upgrades, and assistance in determining potential funding sources.
- **Phase 3A** – Membrane Prepurchase & Jackson Springs Final Design included design of the recommended Jackson Springs Water Treatment Plant including prepurchase of the membrane

filtration system. The design was substantially based on the conceptual designs prepared under Task 2B. (Completed under City of Rapid City Project No. W07-1689/CIP 50696)

The following phases of the project have not yet been completed:

- **Phase 3B** – Bidding and construction phase engineering services, including Resident Project Representative services for the construction of the Jackson Springs Final Design developed in Phase 3A. This project phase is included under this contract.
  - (Scope and Engineering Fee for construction warranty phase services to be negotiated as needed at a later date, not included in this contract.)
- **Phase 3C** – Mountain View Final Design phase services include; final design of the recommended new Mountain View Water Treatment Plant which will be based substantially on the conceptual designs developed under Task 2B. (Scope and Engineering Fee to be negotiated prior to startup of this Phase, not included in this contract.)
- **Phase 3D** – Mountain View Bid & Construction phase services include; bid phase, construction administration, and office engineering services associated with the construction of the new Mountain View Water Treatment Plant. (Scope and Engineering Fee to be negotiated prior to startup of this Phase, not included in this contract)

## **JACKSON SPRINGS BIDDING AND CONSTRUCTION PHASE ENGINEERING SERVICES**

Unless otherwise stated in this scope of work, where 'person-trips' are identified in a task description, they shall be made independently from 'person-trips' identified in other tasks.

### **1. CLEGHORN CANYON DROP STRUCTURE**

ENGINEER shall make changes to the Cleghorn Canyon gabion drop structure required to exclude the property owned by Karen Dyka from the improvements and construction activity. ENGINEER shall make modifications to the USACE 404 Permit application and ENGINEER's sub-consultant (assumed to be Ferber Engineering) will modify the flood study results accordingly.

### **2. BIDDING PHASE SERVICES**

#### **2.1. Pre-Bidding Services**

ENGINEER shall assist OWNER with the preparation of appropriate bid advertisement by providing any relevant technical information. Assistance shall also include advising OWNER on appropriate media and locations for the bidding package and in determination of the period of advertisement.

ENGINEER shall provide the OWNER with services for distribution of contract drawings and contract documents from both its Denver, CO office and through its Sub-consultant's (Ferber Engineering) office in Rapid City, SD. ENGINEER will determine a fee to be charged to contract document recipients for these documents based solely on offsetting its expenses, including printing, binding, postage for mailing, etc.

During the bidding period, ENGINEER shall maintain a formal log of all written communications from prospective bidders requesting interpretation(s). ENGINEER will consult with OWNER to determine the need for written addenda. With concurrence of the OWNER, ENGINEER shall prepare written addenda and issue to all plan holders in accordance with the Contract Documents. Any official changes to the Contract Documents during the bidding period shall be made by addenda.

During the bidding period, ENGINEER shall evaluate requests for equipment or material substitutions, including 'Engineer approved equals', from any prospective bidder. ENGINEER shall advise OWNER of all such requests and upon concurrence with the OWNER, prepare and distribute addenda as described above.

ENGINEER shall schedule and conduct a pre-bid conference. The ENGINEER's attendees shall include Project Manager, Construction Services Manager, Resident Project Representative (RPR) and Supplemental Resident Project Representative (SRPR, see 4.2).

## 2.2. Post Bidding Services

The ENGINEER shall advise the OWNER regarding Contractor selection and assist in the procedural requirements of awarding the contract. These duties include:

- Prepare bid tabulations.
- Review the apparent low bid for responsiveness, math extensions, references, supplier and sub-contractor listings. Advise OWNER regarding general contractor and system integrator qualification requirements and provide recommendation letter for bid award.
- Prepare the contract documents for signature.
- Bind the executed contract documents and submit two (2) bound sets of the executed documents to the OWNER and two (2) bound sets of the executed documents to the Contractor. Complete with executed bid forms, bonds, agreement, notice of award, notice to proceed, addenda, etc.

- Provide Contractor with the required number of issue for construction drawings and specifications.

### 3. CONSTRUCTION PHASE SERVICES

#### 3.1. Preconstruction Meeting Preparation and Attendance

ENGINEER shall schedule and conduct preconstruction conference. Prepare minutes of the proceedings of the conference and distribute copies to OWNER and Contractor. The ENGINEER's attendees shall include; Project Manager, Construction Services Manager, RPR and SRPR.

#### 3.2. Contractor's Public Meeting Attendance

The ENGINEER shall attend two public meetings required of the Contractor. The ENGINEER will not be responsible for scheduling, conducting, preparing minutes from the public meeting, but shall assist the Contractor in answering questions about the Project. The ENGINEER's attendees shall include Project Manager, RPR and SRPR.

#### 3.3. Engineer's Monthly Site Visits and Progress Meeting Attendance

In connection with observations of the work of Contractor while it is in progress, attend monthly field progress meetings at the site and observe the Contractor's work for one (1) day in conjunction with each meeting to determine if the work is proceeding in accordance with the Contract Documents. The meetings shall be attended at various stages of work completion and by the following staff:

- Project Manager: 12 meetings
- Construction Services Manager: 2 meetings
- Electrical/I&C Engineer: 4 meetings
- Architect/Structural Engineer: 2 meetings
- Site Civil Engineer: 4 meeting
- Mechanical Engineer: 2 meetings

#### 3.4. Engineer's Work Compliance Site Visits

Attend a maximum of eight (8) on-site meetings (i.e., Engineer's Work Compliance Site Visits) to consult with and advise the OWNER during the construction period relative to administration of the work and the interpretation of the Contract Documents. Task 3.4 site visits are separate and independent of Task 3.3 site visits/meetings. Task 3.4 site visits are essentially "un-scheduled" meetings where the ENGINEER shall endeavor to determine if specific aspects of the work are proceeding in accordance with the Contract Documents and the Task 3.3 site visit/meeting schedule cannot facilitate the response time required. Task

3.4 site visits shall be attended by one (1) discipline engineer, as applicable. When possible, conference calls between office and field staffs shall be used to limit Task 3.4 requirements.

### 3.5. Submittal Review

Log, track, review and respond to Contractor's submittal of schedule of values and construction schedule. Review and approve (or take other appropriate action in respect of) Compliance Submittals (i.e., Shop Drawings), Samples, and other submittals and data which Contractor is required to submit for general conformity to the Contract Documents. Coordinate review of select Compliance Submittals with Owner. Selections will be made following receipt of Contractor's schedule of submittals, but is assumed to be 10-15 submittals predominantly from Division 11000. Review material testing results from the OWNER's third party Quality Assurance testing consultant and determine conformance with the Contract Documents, as needed.

### 3.6. Construction Administration Engineering Services

Provide project administration, prepare correspondence, and serve as liaison to the OWNER and the Contractor. Respond to Requests For Information (RFIs) from Contractor. Recommend Work Change Directives and Change Orders to OWNER as appropriate, and prepare Orders and Directives. Review and evaluate requests for Change Orders that may be requested during the construction period. Review for proper form and documentation, prepare Change Orders and process them for submittal to the OWNER along with ENGINEER'S recommendation.

ENGINEER shall advise OWNER regarding the terms and conditions of the Contract Documents, the performance thereunder by the parties thereto, and claims of OWNER and Contractor relating to the execution and progress of the Work, only to the extent provided in the Contract Documents. ENGINEER shall issue all instructions of OWNER to Contractor.

Review and evaluate monthly payment requests submitted by the Contractor and checked by the RPR. Review for proper form and documentation, and recommend (as warranted ) to OWNER for payments.

Receive, review, compile and transmit to OWNER, with written comments, manufacturer's operation and maintenance manuals, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, samples and other data approved as provided) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.



Following notice from Contractor that Contractor considers the entire work ready for its intended use, observe the Work to determine if it is substantially complete and make a recommendation to the OWNER as to the work's being declared substantially complete. The recommendation shall be based on the field observation and on the advice of the OWNER. Prepare and deliver a certificate of Substantial Completion to OWNER and Contractor.

Conduct a final field observation of all work to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, acceptance of all work and final payment to Contractor. The recommendation shall be based on the final field observation and on the advice of the OWNER.

Review project records for outstanding submittal items, review Contractor's final pay estimate, transmit pertinent records and files to the OWNER, and make recommendation to OWNER regarding project closure. Coordinate with Contractor necessary correction of submittals and other items and of the work prior to project closure. Provide miscellaneous services as requested by OWNER in connection with project closure. Construction staking services are not included.

### 3.7. Corrosion Protection Services

ENGINEER'S corrosion protection Sub-consultant shall review pipeline coating, corrosion, welding submittals and provide technical assistance including responses to Contractor requests for information during construction. ENGINEER and Sub-consultant shall make one (1) trip to the pipe manufacturing location (assumed to be Denver, CO) to perform observations of the pipe coating application and welding (spot observations only). Sub-consultant shall make one (1) trip to the project site prior to pipe installation to assist in the pipe manufacturer's training requirements of Section 09950 for Contractor, ENGINEER's RPRs and OWNER inspectors. ENGINEER and corrosion protection Sub-consultant shall make a second trip to the project site to complete final testing of corrosion protection system.

### 3.8. Start-up Assistance

Provide qualified engineers during equipment start-up and assist and instruct OWNER with the refining and adjusting of any equipment and/or system to a maximum of 80 person-hours and four (4) person-trips.

### 3.9. Operator Training

Assist OWNER in training OWNER staff to operate and maintain the new or modified systems to a maximum of 40 person-hours and two person-trips.

### 3.10. As-Constructed Drawings

Furnish to the OWNER one (1) complete set of reproducible As-Constructed Drawings on standard bond paper. The set of reproducible drawings furnished shall be "Revised According to Construction Records" in accordance with records provided by Contractor and ENGINEER'S RPR. Also furnish drawings in PDF format on CD.

## 4. RESIDENT PROJECT REPRESENTATIVE SERVICES

### 4.1. Resident Project Representative

ENGINEER shall provide one (1) RPR for a 104-week construction period who will be the authorized representative of ENGINEER, who will possess the particular skills and qualifications necessary to fulfill the required duties, and who shall be present at the site, during the construction phase, to monitor and observe the Contractor's work for compliance with construction documents. ENGINEER and OWNER shall meet regularly to discuss the Contractor's work plan, identify and concur on critical work activities and assist in prioritize RPR's monitoring and observation activities. ENGINEER reserves the right to request additional compensation should the work activities require excessive work hours for a single RPR, or if changes in the construction schedule warrant an extended suspension of RPR activities (provided they are not the responsibility or request of the Engineer). ENGINEER, through the RPR, shall:

1. Observe the progress and quality of the work as is reasonably necessary at various stages of construction to determine if the work is proceeding in accordance with the Contract Documents. Notify ENGINEER immediately if, in the RPR's opinion, work does not conform to the Contract Document or requires special inspection or testing and keep OWNER advised as necessary.
2. Review and monitor the progress schedule, schedule of Shop Drawing and other submittals and Schedule of Values prepared by Contractor and take necessary and appropriate action concerning acceptability.
3. Attend meetings with Contractor, such as preconstruction conferences, weekly progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof to ENGINEER, OWNER, and others as necessary.
4. Serve as OWNER'S liaison with Contractor; assist Contractor in understanding the intent of the Contract Documents, and review the project construction schedule and report conditions which may cause delays in project completion. Document clarifications and/or interpretations to Contractor and OWNER as necessary.

5. Receive and log Shop Drawings, samples and all other required submittals, and review for compliance with Contract Documents, log results of review, and advise Contractor and OWNER of the commencement of any work requiring a submittal if the submittal has not been approved.
6. Conduct on-site observations of the work in progress to determine if the work is in general proceeding in accordance with the Contract Documents.
7. Report to ENGINEER and OWNER whenever any work will not produce a completed project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the complete 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 as to work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
8. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof, and observe, record and report appropriate details relative to the test procedures and start-ups.
9. Consider and evaluate Contractor's suggestions and recommendations for final decisions.
10. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, and record the results of these inspections.
11. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other project related documents. Maintain an updated set of Contract Documents showing "Conforming to Construction Records" conditions based on the Contractor's records and the RPR's observations and inspections.
12. Using the ENGINEER's existing Microsoft Word template, prepare and maintain a daily report or diary or log book recording RPR's time and activities related to the project, Contractor's hours and operations on the job, weather conditions nature and location of work being performed, verbal instructions and interpretations given to Contractor, and specific observations. Record any occurrence or work that may result in a claim for a change in contract amount or time. Maintain a list of visitors and their titles with the time and purpose

of visits. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

13. Review Applications for Payment with Contractor for compliance with the established procedure for submission, 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, and take appropriate action for disposition.
14. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material available for review and forwarding to OWNER prior to final payment for the work.
15. Review checklists of work to be completed or corrected, which are submitted by the Contractor with a request for issuance of a certificate of substantial completion. Observe the work and, if the checklists are accurate take the necessary action for disposition; if they are not accurate return the checklists to the Contractor for correction. Observe whether Contractor has had performed inspections required by laws, rules, regulation, ordinance, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
16. Review conditions of portions of the project being occupied or utilized by the OWNER or other Contractors and report conditions in an effort to minimize the possibility of claims by Contractor for damages.
17. Conduct a final observation walk through, accompanied by OWNER and Contractor, receive documentation from Contractor for transmittal to the OWNER in order to close out the project, and prepare a final list of items to be completed or corrected.
18. Observe whether all items on the final checklist have been completed or corrected and make recommendation to OWNER concerning acceptance of the work and final payment.

ENGINEER shall be entitled to request additional compensation should ENGINEER's services be required beyond the 24 month duration defined herein, provided the schedule delays resulting in additional services are not the fault of the ENGINEER. Likewise, should ENGINEER's RPR services not be required for the entire 24 month duration defined herein, ENGINEER shall credit the OWNER \$6,520 for each week of early completion.

#### 4.2. Supplemental Resident Project Representative

ENGINEER (or selected sub-consultant, assumed to be Ferber Engineering) shall provide one (1) part time, intermittent, SRPR for an aggregate 3-month period during construction. The SRPR will also be the authorized representative of ENGINEER, who will possess the particular skills and qualifications necessary to fulfill the required duties, and who shall be present at the site to provide intermittent observations of Contractor's work during the construction of exterior site improvements constructed to the OWNER'S standard specifications and Division 2 of the Project's technical specifications. This work shall include observation and reporting (to RPR) for select portions of the installation of yard piping, utility piping, utility relocation, associated trenching and backfilling, roadway improvements, sidewalks, curb and gutter, parking areas, access roads, associated subgrade preparation and review of submittals relating to these portions of the work.

The SRPR shall collaborate with and have the same responsibilities and rights as the RPR above, including documentation, as they pertain to the selected portions of the work. However, SRPR shall report to RPR who shall remain the primary point of contact for OWNER and Contractor.

#### 4.3. Monitored Test Period Support

It is expected that the membrane system monitored test period will extend approximately six months following the end of the RPR services. Therefore, the ENGINEER shall provide limited consultation during the membrane system monitored test period including review of Contractor's testing plan, intermediate test data as provided by the Contractor, review of the final monitored test period report, and determination of compliance, to a maximum of 120 person-hours and one (1) person-trip.

**EXHIBIT B – SCHEDULE OF HOURLY PROFESSIONAL SERVICE BILLING RATES**

**Schedule of Hourly Professional Service Billing Rates**  
**Bidding Phase, Construction Phase and Resident Project Representative Services**  
**WTP10-1858 / CIP No. 50789**

<b>Position Classification</b>	<b>Classification Level</b>	<b>Hourly Billing Rate</b>
General Office	5	\$59.00
Technician	6	\$65.00
Assistant	7	\$77.00
	8	\$108.00
	9	\$120.00
Staff	10	\$132.00
	11	\$148.00
Senior	12	\$159.00
	13	\$171.00
Associate	14	\$181.00
	15	\$193.00
Principal	16	\$198.00
	17	\$200.00
RAPIDCITY11A		

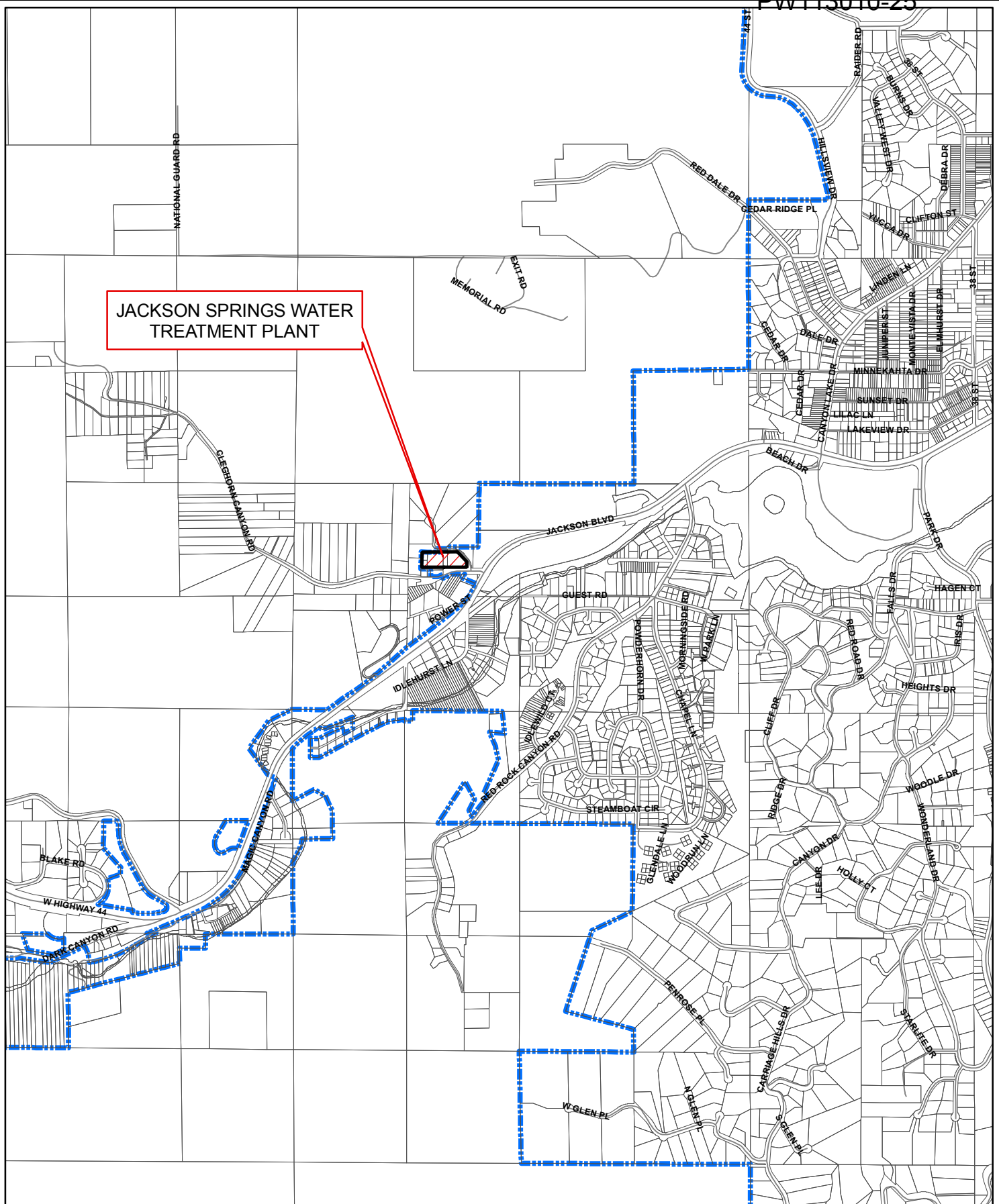
**Notes:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
3. Monthly invoices will be submitted for payment covering services and expenses during the preceding month.
4. Schedule of Hourly Professional Services Billing Rates is in effect for duration of contracted bidding and construction services scope of work. Additional services extending the duration of this scope of work will be negotiated with the current Schedule of Hourly Professional Services Billing Rates.

## EXHIBIT C – SCHEDULE OF REIMBURSABLE EXPENSES

Schedule of Reimbursable Expenses	
Description	Unit Cost
Personal Mileage:	\$0.50
Reproduction/Printing:	8.5"x 11" Copies White \$0.08/sheet 22" x 34" Drawings White Bond \$1.68/sheet 22" x 34" Drawings Mylar \$5.88/sheet 8.5"x 11" Copies Color \$0.70/sheet Color Plotting \$6.00/SF
Long Distance Telephone:	Cost
Postage:	Cost
Travel Expenses:	
Airfare:	Cost
Lodging:	Cost
Meals:	Cost
Rental Car:	Cost
Vehicle Expense:	
Sedan (4-door)	\$58/day + \$0.29/mile
SUV – 4WD	\$65/day + \$0.35/mile

Total of billable hours plus reimbursable expenses shall not exceed the Lump Sum Amount allowed under the contract, without a written amendment executed by the parties.



**PROJECT LOCATION**  
**JACKSON SPRINGS WATER TREATMENT PLANT**  
**PROJECT NO. WTP10-1858** **CIP NO. 50789**  
Item #26