

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

Date: 8/20/12

Project Name & Number: Rapid City Regional Airport Water Transmission Main Loop
Project No. 11-1992

CIP #: 50892

Project Description: To provide professional engineering services (Construction Administration).

Consultant: Banner Associates

Original Contract Amount: \$138,357.00

Original Contract Date: August 21, 2012

Original Completion Date: December 31, 2013

Amendment No:

Amendment Description:


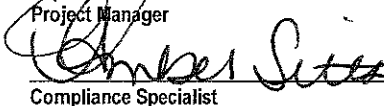
Current Contract Amount: _____
Change Requested: _____
New Contract Amount: _____ \$0.00

Current Completion Date: _____
New Completion Date: _____

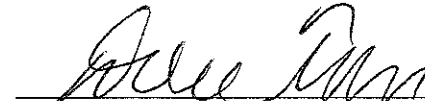
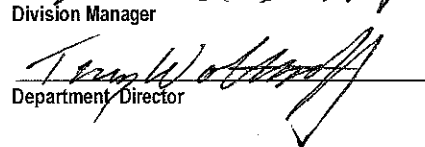
Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$138,357.00	932	4223	602	
	Total			

Agreement Review & Approvals


Project Manager _____ Date 8/6/12

Compliance Specialist _____ Date 8/6/12

City Attorney _____ Date


Division Manager _____ Date 8-6-12

Department Director _____ Date 8-8-12

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 Banner Associates for Professional Services for Rapid City Regional Airport Water Transmission Main Loop, Project No. 11-1992 / CIP No. 50892

AGREEMENT made _____ 20____, between the City of Rapid City, SD (City) and Banner Associates, (Engineer), located at 730 South Street Suite 201, Rapid City, SD 57701. City intends to obtain construction professional services for Rapid City Regional Airport Water Transmission Main Loop – Basic and Expanded Construction Services for Projects 1 and 4, Project No. 11-1992, CIP No. 50892. 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.)

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 C.)



5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$138,357.00 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, 2013 based on an award date of August 20, 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:

Engineer:

MAYOR



BANNER ASSOCIATES

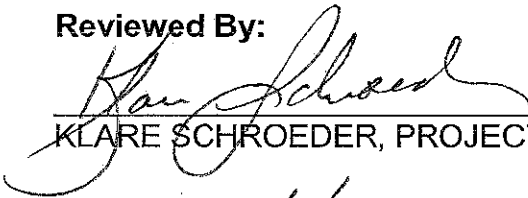
DATE: _____

DATE: 8-07-12

ATTEST:

FINANCE OFFICER

Reviewed By:



KLARE SCHROEDER, PROJECT MANAGER

DATE: 8/7/12

CITY'S DESIGNATED PROJECT REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME Klare Schroeder, P.E.
PHONE 605-394-4154
EMAIL Klare.schroeder@rcgov.org

NAME SIGURDS ZVEJNIEKS, P.E.
PHONE (605) 343-0700
EMAIL sigz@bannerassociates.com



EXHIBIT "A"

Agreement Scope of Services for Basic and Expanded Construction Administration Services for the Airport Water Main Construction (Project 4 - CIP 50901) and Homestead-Meadow Ridge Water Transmission Main Extension (Project 1 – CIP 50898)

GENERAL AGREEMENT SCOPE:

The City of Rapid City has determined the need to procure construction related services for the Rapid City Regional Airport Water Transmission Main Loop Project 2011-1992 / CIP 50892. The overall airport water line portion of the project has been divided into 4 separate bid packages (see attached map – Exhibit "D"). Project 1 (Project #2012-2011 / CIP 50898), Homestead-Meadow Ridge Water Transmission Main Extension, and Project 4 (Project #2012-2014 / CIP 50901), Airport Water Main Construction have completed plans. Currently, it is not anticipated that the two projects will have the ability to be constructed concurrently, and this amendment is based on the assumption of sequential construction of the two projects.

The Homestead-Meadow Ridge Water Transmission Main Extension (Project 1) generally consists of approximately 1,700 feet of 16" fully restrained PVC water main. The 16" diameter pipeline is to be constructed to "line & grade". The project includes grading for the future extension of Homestead Street from its current east terminus to Reservoir Road. Approximately 1,000 feet of the project is within the pavement section of Meadow Ridge Drive (between Reservoir Road and Ennen Drive) in an existing residential neighborhood. The project will involve limited working area, numerous utility conflicts, and pavement repair.

The Airport Water Main (Project 4) generally consists of approximately 5,260 feet of 16" fully restrained PVC water main, and 1,200 feet of 12" fully restrained PVC water main branch line. Both the 16" and 12" diameter pipes are to be constructed to "line & grade". Due to location on airport grounds, FAA has special requirements and limits activities for certain portions of the project (including time limitations near the cross-wind runway and night-time tie-in to the existing 12" water main). The project includes grading and shaping to create a gravel maintenance access road along the pipeline route.

The following tasks will be provided:

TASK 4 – BASIC CONSTRUCTION SERVICES:

This task consists of services necessary for the administration of the Basic Construction Services of the project construction stage, and including the following itemized services:

- 4.1 *City of Rapid City staff shall prepare and distribute Notice to Proceed to Contractor.*
- 4.2 Conduct a Pre-Construction Conference including agenda. Record minutes and distribute to all attendees.
- 4.3 *Removed at direction of the City.*
- 4.4 Provide recommendations to address changed or unknown conditions that may appear during construction.
- 4.5 Review and take action on shop drawings, product submittals, test results, and other submittals.
- 4.6 Prepare "As-Built" plans and specifications. "As-Built" plans and specifications shall be submitted as a hard copy and on CD compatible with AutoCAD Release 2008 or newer format. Submit to Engineering Services within 30 days of project completion.

TASK 5 – EXPANDED CONSTRUCTION SERVICES:

This task consists of services necessary for the administration of the Expanded Construction Services of the project construction stage, and including the following itemized services:

- 5.1 Review removal limits of appropriate items.

- 5.2 Review Contractor prepared Public Service Announcements (P.S.A.'s) for Engineering Services. Engineering Services will be responsible for distribution to all local media. Copies of P.S.A.'s shall be distributed 2-3 days prior to start of work or change in operations that may significantly affect the public.
- 5.3 Appropriately notify affected Property Owners.
- 5.4 Conduct appropriate progress meetings. Record minutes and distribute to all attendees.
- 5.5 Provide daily on-site observation so that the methods and materials used by the contractor meet the intent of the plans and specifications. For buried installations such as the water transmission mains the Consultant shall be on site and witnessing the installation when the Contractor is installing these buried installations.
- 5.6 Prepare daily reports. A daily record of activity will be maintained by the inspector including weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and other pertinent information. Such information shall be neatly and concisely entered into the City of Rapid City Project Inspector's Diary and Inspection quantity book. Submit detachable copies to Engineering Services on a weekly basis. The Consultant shall coordinate with the City Construction Coordinator regarding whether electronic format will be accepted.
- 5.7 Perform stormwater inspections, prepare reports, and keep the erosion and sediment control plans current as required by the ordinance regulating construction site runoff control, Chapter 8.46, and the Stormwater Quality Manual.
- 5.8 Provide soil compaction testing according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 5.9 Provide assurance testing (or witness Contractor testing) according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 5.10 Submit monthly pay request information for entry into City electronic forms by City staff.
- 5.11 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.
- 5.12 Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.
- 5.13 Prepare and submit City of Rapid City project "Construction Project Close-out Checklist" indicating compliance with Standard Specifications and acceptance of the various infrastructure components. The Consultant is responsible for coordinating completion of the checklist items with the Contractor.
- 5.14 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.
- 5.15 Prepare a letter to SDDENR notifying them of project completion.
- 5.16 Coordinate with City so that Contractor's two-year warranty surety is provided to the City of Rapid City either within the performance bond or as a separate bond.
- 5.17 *Eliminated from scope of services at direction of the City.*

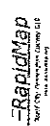
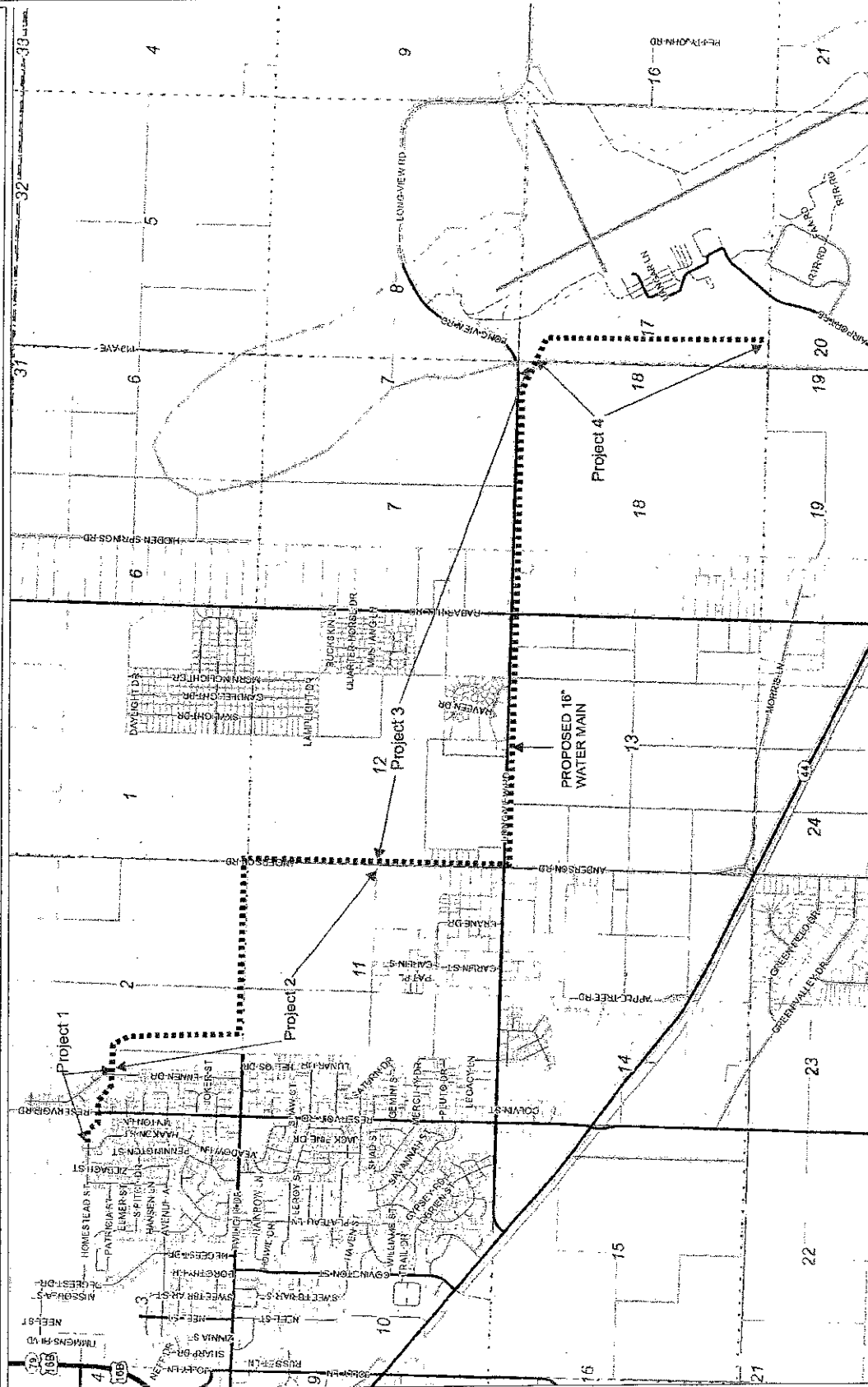
Legend

- W Utility
- M Major
- Minor
- Water
- Sanitary
- Storm
- Gas
- Electric
- Telephone
- Fire
- High Voltage
- Low Voltage
- Power
- Telecom
- Other
- Water
- Sanitary
- Storm
- Gas
- Electric
- Telephone
- Fire
- High Voltage
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- Gas
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- Telephone
- Fire
- High Voltage
- Low Voltage
- Power
- Telecom
- Other

Scale 1: 24,000

Map Notes:

Rapid City Airport Water Transmission Main



DISCLAIMER: This map was prepared by Rapid City Engineering, Inc. for the use of Rapid City, South Dakota. The user agrees to accept responsibility for any errors, omissions, or inaccuracies in this map. The user also agrees to indemnify and hold Rapid City Engineering, Inc. harmless from and against any and all claims, damages, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by Rapid City Engineering, Inc. or its employees, agents, or representatives in connection with the use of this map. This map is provided as a service to the City of Rapid City and is not intended to constitute an offer of engineering or other professional services. The user agrees to accept responsibility for any errors, omissions, or inaccuracies in this map. This map is provided as a service to the City of Rapid City and is not intended to constitute an offer of engineering or other professional services. The user agrees to accept responsibility for any errors, omissions, or inaccuracies in this map.

EXHIBIT A – RPR SUPPLEMENT
[Resident Project Representative (RPR)]

**A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE**

Engineer shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work; but, the furnishing of such services will not make Engineer responsible for or give Engineer control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of Engineer in Engineer's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner 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 Owner with the knowledge of and under the direction of Engineer.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. Conferences and Meetings: 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.
3. Liaison:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract

Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

- b. Assist in obtaining from Owner details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
 5. Review of Work, Rejection of Defective Work, Inspections, and Tests:
 - a. Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to 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 Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups 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 to Engineer appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
 6. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer.
8. Records:
 - a. Maintain at the Engineer's Office orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Orders, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Orders, Change Orders or changed conditions, list of job 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 Engineer.
 - c. Record names, addresses and telephone numbers of all Contractor's, subcontractors and major suppliers of materials and equipment.
9. Reports:
 - a. Furnish Engineer 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. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Recommend to Engineer and draft proposed Field Orders, Work Directive Orders and Change Orders, obtaining backup material from Contractor.
 - d. Report immediately to Engineer and Owner upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to the Engineer, 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.
11. Certificates, Maintenance and Operation Manuals: 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 delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.

12. Completion:

- a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list of items have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority for Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution or materials or equipment, unless authorized by Engineer.
2. Shall not exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize Owner to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

END OF EXHIBIT A – RPR Supplement

EXHIBIT "B"

Agreement for Basic and Expanded Construction Services for Projects 1 & 4

Project Name: Rapid City Regional Airport Water Transmission Main LoopCity Project No. 2011-1992 / CIP 50892BAI No: 21425-01-00

Aug-6-2012

Manager: Sigurds R. Zvejnieks, PE

TASK OUTLINE		TASK TOTAL
Task 4: Basic Construction Services		
4.1	Notice To Proceed: City will prepare & distribute NTP	\$ -
4.2	Conduct a Pre-Construction Conference	\$ 2,182
4.3	<i>Removed at the direction of the City</i>	\$ -
4.4	Provide Recommendations - Changed Conditions, Unexpected Conditions	\$ 4,834
4.5	Submittals & Test Results - Review and Take Action	\$ 12,576
4.6	Prepare "As-Built" Plans and Specifications	\$ 4,280
Task 5: Expanded Construction Services		
5.1	Review Removal Limits of Appropriate Items	\$ 2,288
5.2	Review Contractor Prepared PSA / Coord Publication with City	\$ 248
5.3	Notify Affected Property Owners	\$ 440
5.4	Conduct Progress Meetings	\$ 7,692
5.5	Daily On-site Construction Observation	\$ 61,516
5.6	Prepare Daily Reports	\$ 5,877
5.7	Perform Stormwater Inspections and Prepare Reports	\$ 3,645
5.8	Coord Subconsultant Soil Compaction (coord & record ; actual compaction testing by Subconsultant AET - see below)	\$ 1,944
5.9	Provide Assurance Testing and Documentation (Pressure, Clean, Disinfect, Bac-T)	\$ 2,500
5.10	Submit Monthly Pay Requests Quantities for City Preparation of Pay Application	\$ 972
5.11	Prepare Change Orders, Provide Recommendations	\$ 4,088
5.12	Prepare Punchlists for Contractor; Follow-up for completion	\$ 1,640
5.13	Prepare Construction Project Close-Out Checklist	\$ 1,594
5.14 & 15	Prepare Letter of Certification of Project Completion to City, SDDENR & FAA	\$ 588
5.16	Coord w/ City so that 2-year Contractor Warranty is Provided	\$ 248
5.17	<i>Removed at the direction of the City</i>	\$ -
TOTALS:		
TOTAL LABOR DOLLARS (including Bolton & Menk Subconsultant):		\$ 119,152

CONTRACT SUMMARY**BANNER ASSOCIATES, INC.**

Task 4 \$ 21,892

Task 5 \$ 94,970

Banner Associates, Inc. Subtotal \$ 116,862**Bolton & Menk (Subconsultant)** \$ 2,390**MATERIALS TESTING SUBCONSULTANT (AET):** \$ 17,405

Reimbursables \$ 1,700

TOTAL (on "Hourly Not-to-Exceed" Basis): \$ 138,357

EXHIBIT "C"

SCHEDULE OF LABOR RATES AND EXPENSES

Rapid City Regional Airport Water Transmission Main Loop Project
 Construction Services Agreement – Projects 1 and 4

<u>EMPLOYEE CLASSIFICATION</u>	<u>ID</u>	<u>Rate/Hr</u>
Sr. Project/Project Managers	1640	\$164.00/Hour
	2057	\$139.00/Hour
	2087	\$124.00/Hour
	2043	\$117.00/Hour
	1759	\$103.00/Hour
Project Engineer/ Staff Engineer	2123	\$ 89.00/Hour
	2031	\$ 84.00/Hour
	2108	\$ 81.00/Hour
	2061	\$ 81.00/Hour
GIS Specialist	2102	\$ 88.00/Hour
Sr. CADD Technician/ CADD Technician	1701	\$ 79.00/Hour
	1711	\$ 77.00/Hour
	1658	\$ 72.00/Hour
	2025	\$ 63.00/Hour
	2028	\$ 61.00/Hour
CADD Drafter	2092	\$ 56.00/Hour
	2106	\$ 56.00/Hour
	2128	\$ 45.00/Hour
Surveying/Geomatics	2101	\$ 88.00/Hour
	2120	\$ 79.00/Hour
	2105	\$ 64.00/Hour
	2076	\$ 56.00/Hour
Administration	1718	\$ 75.00/Hour
	1742	\$ 64.00/Hour
	2085	\$ 41.00/Hour

- 1.* Transportation at \$0.50 per mile in addition to the above hourly rates.
- 2.* Meals at State Rates.
- 3.* Lodging at actual cost.

* Basis is from Banner's Rapid City office for required travel

4. Reproduction:

Photocopy.....	\$0.05/Copy
Color Copies.....	0.30/Copy
Black & White Laser Prints.....	0.10/Sheet
Vellabond & Plain Paper Plots.....	0.35/Sq.Ft.
Mylar Film Copies and Plots.....	0.80/Sq.Ft.

5. Subcontracts Actual Cost¹

¹Subcontracts to Banner will be based on "hourly, not-to-exceed" basis

6. All other direct project expenses at actual cost of materials.

We reserve the right to adjust the rates.



CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

July 16, 2012

Banner Associates, Inc.
730 South Street, Suite 201
Rapid City, SD 57701

Attn: Mr. Sig Zvenjnieks, P.E.

Subject: Cost Proposal - Materials Testing Services
Project 1 – Airport Water Line
Homestead Street and Meadow Ridge Drive
Rapid City, South Dakota

Dear Sig:

INTRODUCTION

American Engineering Testing Inc. (AET) is pleased to provide this proposal for the Construction Observation and Testing services to be provided during construction of the Project 1 segment of the Airport Water Line project in Rapid City, South Dakota. Project 1 will cover approximately 1,650 lineal feet of new water line beginning at the east end of Homestead Street and running eastward crossing Reservoir Road to the end of Meadow Ridge Drive.

SCOPE OF WORK

Based on the information provided, we understand the construction observation and testing services for this segment will include compaction testing of trench backfill for the full length of the alignment. Replacement of the street base course, and asphalt along with several concrete replacements are required along the alignment on Meadow Ridge Drive.

FEES

The following provides an estimate of the services and fees as we understand the project at this time. We have tried to be as realistic as possible in estimating testing quantities and time required. Quantities may change due to circumstances beyond our control such as weather, size in yardage of concrete pours, additional testing required or requested by the City, State, or Engineer. **Actual quantities may differ from the estimates.** You will be invoiced only for the work actually performed. If you (the client) or your representative requests AET to spend additional time beyond

the total estimated amount, the total estimated amount is changed accordingly and you will be invoiced for all additional services in accordance with the above units charges for this particular project.

1. **Testing of Soils**(Trench Backfill and Base Course)

Field Technician	60 hrs @ \$55.00/hr	\$3,300.00	
Proctors	3 ea @ \$140.00/ea	\$ 420.00	
Mileage	550 mi @ \$0.70/mile	\$ 385.00	
	Subtotal	\$4,105.00	\$3,685.00

2. **Concrete Testing** (assumes 3 tested pours)

Field Technician	9 hr @ \$55.00/hr	\$ 495.00	
Cylinders (4 per set)	12 ea @ \$22.00/ea	\$ 264.00	
Mileage	100 mi @ \$0.70/mile	\$ 70.00	
	Subtotal.....	\$ 829.00	

3. **Asphalt Compaction testing** (assumes 4 trips to site)

Field Technician	12 hrs @ \$55.00/hr	\$ 660.00	
Mileage	120 mi @ \$0.70/mile	\$ 84.00	
	Subtotal.....	\$ 744.00	

4. **Administration, etc.**

Engineer	4 hr @ \$90.00/hr	\$ 360.00	
Clerical	8 hr @ \$42.00/hr	\$ 336.00	
	Subtotal.....	\$ 696.00	

Total estimate \$6,374.00* \$4,381.00

***Does not include any applicable taxes**

ACCEPTANCE

Please indicate your acceptance of this proposal by signing below. Please return one copy of the proposal to our office for our files.

TERMS

Our services will be performed per the attached Service Agreement. Client and its authorized representatives agree that verbal authorization of our services is formal acceptance of the terms and conditions contained herein.

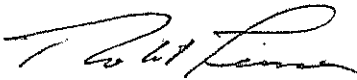
Project 1 – Airport Water Line
Homestead Street and Meadow Ridge Drive
Rapid City, South Dakota
July 16, 2012

AMERICAN
ENGINEERING
TESTING, INC.

CLOSING

Thank you for the opportunity for American Engineering Testing, Inc. to provide this proposal for the construction observation and testing services for this project. If you have any questions please call our office at (605) 388-0029.

Sincerely,



Robert Temme, P.E.
Western Region Manager

ACCEPTANCE:

SIGNATURE; _____

COMPANY: _____

DATE: _____



AMERICAN
ENGINEERING
TESTING, INC.

CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

July 16, 2012

Banner Associates, Inc.
730 South Street, Suite 201
Rapid City, SD 57701

Attn: Mr. Sig Zvenjnieks, P.E.

Subject: Cost Proposal - Materials Testing Services
Project 4 – Airport Water Line
Rapid City Regional Airport
Rapid City, South Dakota

Dear Sig:

INTRODUCTION

American Engineering Testing Inc. (AET) is pleased to provide this proposal for the Construction Observation and Testing services to be provided during construction of the Project 4 segment of the Airport Water Line project in Rapid City, South Dakota. Project 4 will cover approximately 5300 lineal feet of new water line which will run in a north-south direction and just west of the airport facilities. The project will include approximately 1200 lineal feet of new water line from the new north/south line eastward into the airport facilities. Approximately 7,000 feet lineal feet of new graveled access road will be constructed along the north/south water line alignment and the southern end.

SCOPE OF WORK

Based on the information provided, we understand the construction observation and testing services for this segment will include compaction testing of trench backfill for the full length of the alignment. Compaction testing of both the subgrade and gravel surfacing is also anticipated for the access roads.

FEES

The following provides an estimate of the services and fees as we understand the project at this time. We have tried to be as realistic as possible in estimating testing quantities and time required. Quantities may change due to circumstances beyond our control such as weather, size in yardage of concrete pours, additional testing required or requested by the City, State, or Engineer. **Actual quantities may differ from the estimates.** You will be invoiced only for the work actually

1745 Samco Road | Rapid City, SD 57702

Phone (605) 388-0029 | Toll Free (800) 972-6364 | Fax (605) 388-0064 | www.amengtest.com | AA/EEO

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

Project 4 – Airport Water Line
 Rapid City Regional Airport
 Rapid City, South Dakota
 July 16, 2012

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 ENGINEERING
 TESTING, INC.

performed. If you (the client) or your representative requests AET to spend additional time beyond the total estimated amount, the total estimated amount is changed accordingly and you will be invoiced for all additional services in accordance with the above units charges for this particular project.

1. **Testing of Soils(Trench Backfill and Base Course)**

Field Technician	180 hrs @ \$55.00/hr	\$9,900.00	
Proctors	4 ea @ \$140.00/ea	\$ 560.00	
Gradations	2 ea @ \$68.00/ea	\$136.00	
Mileage	1800 mi @ \$0.70/mile	\$ 1260.00	
	Subtotal	\$11,856.00	\$11,296.00

2. **Administration, etc.**

Engineer	8 hr @ \$90.00/hr.....	\$ 720.00	
Clerical	24 hr @ \$42.00/hr	\$1,008.00	
	Subtotal.....	\$1,728.00	

Total estimate \$13,584.00* \$13,024.00

***Does not include any applicable taxes**

ACCEPTANCE

Please indicate your acceptance of this proposal by signing below. Please return one copy of the proposal to our office for our files.

TERMS

Our services will be performed per the attached Service Agreement. Client and its authorized representatives agree that verbal authorization of our services is formal acceptance of the terms and conditions contained herein.

CLOSING

Thank you for the opportunity for American Engineering Testing, Inc. to provide this proposal for the construction observation and testing services for this project. If you have any questions please call our office at (605) 388-0029.

Sincerely,



Robert Temme, P.E.
 Western Region Manager

Project 4 – Airport Water Line
Rapid City Regional Airport
Rapid City, South Dakota
July 16, 2012

AMERICAN
ENGINEERING
TESTING, INC.

ACCEPTANCE:

SIGNATURE; _____

COMPANY: _____

DATE: _____