MEMORANDUM

TO: Airport Board  
FROM: Toni Broom, C.M., Deputy Airport Director Finance & Administration  
DATE: July 14, 2020  
RE: Approval KLJ Task Order No. 2020-2  
Runway 14-32 Hold Lines & Signage Relocation CA/CO  
Project #19-5284

KLJ Task Order No. 2020-2 will provide construction administration (CA) and construction observation (CO) services for the Runway 14-32 Hold Lines & Signage Relocation Project. The project was awarded by the Board to Muth Electric on May 26, 2020. The Task Order also includes the required FAA Project Closeout Reporting.

These services will be funded 100% with the 2020 FAA/AIP Grant #53. No state or local funds are included in the funding.

<table>
<thead>
<tr>
<th>FAA (AIP Grant #53 2020) 100%:</th>
<th>$84,838.09</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Observation:</td>
<td>$55,282.13</td>
</tr>
<tr>
<td>Construction Administration:</td>
<td>$24,111.00</td>
</tr>
<tr>
<td>FAA Project Closeout Reporting:</td>
<td>$5,444.96</td>
</tr>
<tr>
<td>Total:</td>
<td>$84,838.09</td>
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</table>

**STAFF’S RECOMMENDATION:** Approve Task Order 2020-2 from KLJ, in an amount not to exceed $84,838.09.
In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 26, 2016 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

   a. Effective Date of Task Order: July 14, 2020
   b. Owner: Rapid City Regional Airport
   c. Engineer: KLJ Engineering, LLC
   d. Specific Project: Runway 14-32 Hold Lines and Signage Relocation
      Construction Administration and Construction Observation

2. Services of Engineer

   GENERAL

   General
   The work is to occur at Rapid City Regional Airport in Rapid City, South Dakota, under the terms and conditions of the Standard Agreement for Professional Services (Agreement) between the Rapid City Regional Airport (Owner) and KLJ (Engineer).

   The federal work shall be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the Rapid City Regional Airport.

   Detailed Scope of Services have been outlined to be completed construction engineering services for the following:
      • Relocation of the Runway 14-32 connecting taxiways holding positions pavement markings
      • Relocation of the Runway 14-32 connecting taxiways holding positions signage
      • Relocation of the Runway 14-32 connecting taxiways runway guard lights

   The Engineer shall perform the work under this Agreement with FAA Advisory Circulars and regulations that are current as of the effective date of the Agreement. Changes to the FAA Advisory Circulars and regulations after the date of this Agreement shall be addressed per Section V, Item P, of the Agreement.

   Completion Time
   The Engineer’s schedule will be contingent upon the work of the Contractor completing the project. The Contractor will be allowed forty-five (45) calendar days to complete the project. The Engineer shall complete the total contract within 180 days after final construction acceptance. Schedule and fee is based on FAA funding for the project being approved for construction in 2020.
CONSTRUCTION ADMINISTRATION / CONSTRUCTION OBSERVATION

PROJECT ADMINISTRATION

Project Scoping Meeting with Owner. The Engineer shall attend a meeting to discuss project scoping, FAA Pre-Application and airport capital improvements plan with the Owner at the Airport (1 meeting). The Engineer staff attending the meeting shall consist of the following:

- Senior Project Manager

Prepare Project Detailed Scope of Services and Schedule. The Engineer shall prepare a Detailed Scope of Services and preliminary and schedule based on the information obtained during the Owner Scoping Meeting. The Engineer shall submit the Detailed Scope of Services and schedule to the Owner for review and make applicable modifications as agreed upon.

Project Detailed Scope of Services Review with FAA. The Engineer shall present the final Detailed Scope of Services for review and approval. The Engineer shall work with the Owner and FAA to refine the Detailed Scope of Services. The Engineer anticipates one (1) edit based on the Owner's comments and one (1) edit based on FAA comments.

Engineering Detailed Scope of Services and Hour Negotiations. Upon Detailed Scope of Services approval from the FAA, the Engineer shall prepare a detailed hour breakdown with the associated fees for review by the Owner.

Agreement for Professional Services. The Engineer shall compile the Agreement for Professional Services (Agreement), complete an internal review and execution of the Agreement for approval by the Owner.

PROJECT MANAGEMENT

Overall Project Management. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically, it is crucial to this project. The Engineer has Rod Senn identified as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project’s objectives and goals. It is the project manager’s responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services of work, the project manager shall address them with the Owner.

Project Budget Setup. The Project Manager shall coordinate with the internal accounting staff to establish the internal budgets.

Bi-Weekly Budget Review / Projections. The Project Manager shall review budgets and budget projections on a bi-weekly basis and coordinate any known issues with the Owner.

Monthly Invoicing. The Project Manager and shall prepare monthly billings of project accounting.

Monthly Status Reports. The Engineer shall prepare and submit monthly status reports to the Owner noting project progress, issues encountered and action requirements by the Owner.

FAA Quarterly Reports. The Engineer shall prepare and submit the quarterly FAA reports.
Prepare SDDOT Audit Review Information. The Engineer’s accounting staff shall prepare and coordinate the necessary invoice documentation for submittal to the South Dakota Department of Transportation Division of Management and Finance.

CONSTRUCTION ADMINISTRATION

Prepare and Conduct Pre-Construction Conference. Conduct a pre-construction meeting at the Airport. The Engineer shall prepare the pre-construction agenda, conduct the pre-construction conference and site visit at the Airport. The detailed discussion of the project to include:

- Roles and responsibilities
- Contractor’s representatives
- Schedules
- Safety
- Security
- Testing requirements
- Resident Engineer’s role
- Labor requirements
- DBE and Civil Rights
- Environmental and materials storage
- Plans and Specifications
- Materials certification requirements
- Shop drawing requirements

It is anticipated that the following engineering staff members shall attend the pre-construction conference:

- Senior Project Manager
- Senior Engineering Technician (Engineering Technician IV)

Shop Drawing / Certification Review. Review Contractor shop drawings and certifications for compliance with the project plans and specifications for up to one (1) contract. Issue the appropriate response to the Contractor.

- Estimate based on up to three (3) reviews of fifteen (15) material submittals (average of 0.5 hour each for review, response, and filing in project records) total for the project

Review Contractor Requests for Information (RFI) and Responses. Review Contractor requests for information up one (1) contract. Coordinate with Owner staff as applicable and issue the written response to the Contractor.

- Estimate based on responses to up to five (5) RFIs (average of two (2) hours each for review, response, and filing in project records) total for the project

Prepare Change Orders. The Engineer shall prepare change orders for modifications to the Contractor’s work, payment or schedule as the issue arise during the construction phase for one (1) contract.

- Estimate based on up to two (2) change orders total for the project

Prepare Periodical Estimates. The Engineer shall prepare periodical pay estimates based on the Contractor’s completed and accepted work on the project at a frequency agreed upon by the Owner and the Contractor for one (1) contract.

- Estimate based on up to four (4) pay estimates total for the project

Project Records and Payrolls. Maintain a record of all the project documents and correspondence. Conduct a review of the Contractor and subcontractor payrolls for conformance with the project wage rates and regulations for one (1) contract.

- Estimate based on two (2) months of payroll records (average of 4 hours per month)
Weekly Construction Progress Meetings. The Engineer shall coordinate progress meetings on a scheduled agreed upon by the Owner and the Contractor. The Engineer shall prepare the progress meeting agendas, conduct the meetings and issue meeting minutes to the appropriate parties. The Engineer shall coordinate with the Owner on user attendees at the meeting based on the progress of the work. Also, the Engineer shall submit weekly FAA construction status reports to the Owner and Contractor.

- Estimate based on six (6) weekly meetings

Conduct Substantial / Punchlist Inspection of Project. The Engineer shall coordinate with the Owner and the Contractor to conduct a pre-final inspection with the parties and prepare the final inspection punchlist for one (1) contract. It is assumed that two (2) engineering staff members shall attend the pre-final inspection. The Engineer shall verify that punchlist items have been completed and recommend to the Owner acceptance of the work. Review O&M Manuals and any required training materials for completeness.

Conduct Final Inspection of Project. The Engineer shall coordinate with the Owner and the Contractor to conduct a final inspection meeting at the Airport for one (1) contract. It is assumed that two (2) engineering staff members shall attend the final inspection. The Engineer shall follow-up on any new deficiencies that are identified or punchlist items that have not been satisfactorily corrected.

Periodic Owner Meetings. It is anticipated that the Engineer shall attend two (2) monthly Owner meetings to coordinate any issues with the Owner. It is anticipated the following staff members shall attend the periodic owner meetings:

- Senior Project Manager

Periodic Agency Meetings. It is anticipated that the Engineer shall attend two (2) monthly agency meetings to coordinate final design activities and issues with the Owner and Agencies. It is anticipated the following staff members shall attend the periodic owner meetings:

- Senior Project Manager

CONSTRUCTION OBSERVATION

Construction Surveying - Establish Project Control. The Engineer shall provide control points and alignment data as required by the project specifications. It is estimated that two (2) round trips at four (4) hours per trip shall be required by the survey crew.

Observation - Full Time and Periodic. The Engineer shall provide full time construction observation for this project. It is estimated at this time that thirty-two working days be allowed for the project. If the actual construction time exceeds that estimate, additional construction observation time shall be required, and the Engineer’s fee shall be equitably adjusted.

- Construction time to complete the traffic control, pavement markings, lighting and signing modifications and associated items is estimated at thirty-two (32) working days. During construction operations, the Engineer estimates that the Resident Observer shall be on-site for an estimated thirty-two (32) working days at ten (10) hours per day.

- It is anticipated that the Project Manager shall make four (4) site visits to the project during construction operations to visit with the Owner and conduct a review of the construction progress. Time was estimated at four (4) round trips at three (3) hours per trip for the Project Manager.
Although the Engineer shall perform construction administration and observation on this project, the Contractor is responsible for the means and methods of construction. The Engineer has no control over the Contractor’s work product.

**FAA PROJECT CLOSEOUT REPORT**

**Prepare Final Payment.** Prepare final outlay request for final grant payment and required acceptance forms.

**Prepare DBE Summary Report.** Prepare required FAA documentation regarding DBE participation on the project based on data obtained from the Contractor.

**Prepare Executive Summary.** The Engineer shall perform appropriate post-construction photographic documentation of the project and any adjacent properties that could have been affected by construction activities. The Engineer shall also prepare an Executive Summary of the project.

**Prepare Quantity Revision Summary.** Perform three-way check of all project costs and explanations of cost variations from plan.

**Prepare Record Drawings.** Prepare record drawings and provide one (1) bound hard copy set and one (1) electronic set (PDF format) to the Owner.

**Prepare Closeout Report Document.**
- Prepare summaries of all test results on materials installed as required and final testing report.
- Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy to the Owner.

**OWNER’S RESPONSIBILITIES**

**Project Representative.** The Owner shall designate a Project Representative with authority to administer the Engineer’s consultant contract. All requests for information or a decision by the Owner on any aspect of the work shall be directed to the Owner’s Project Representative.

**Submittal Reviews.** The Owner shall review submittals by the Engineer and provide prompt decisions and responses to questions in order to minimize delay in the progress of the Engineer’s work.

**Agreement Between Owner and Contractor.** The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law.

**Disadvantaged Business Enterprise (DBE) Plan.** The Owner has an approved DBE Plan and shall make determinations on accomplishments and participation.

**3. Additional Services**

A. Additional Services that may be authorized or necessary under this Task Order are:

1. Those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.
4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement.

5. Task Order Schedule

In addition to any schedule provisions provided within the task order, the parties shall meet the following schedule:

<table>
<thead>
<tr>
<th>Party</th>
<th>Action</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer</td>
<td>Construction Administration and Construction Observation</td>
<td>Based on Contractor’s schedule which provides for the construction activities to be complete within 45 calendar days from the Notice to Proceed.</td>
</tr>
<tr>
<td>Engineer</td>
<td>FAA Project Closeout Report</td>
<td>Complete within 180 days after final construction acceptance.</td>
</tr>
</tbody>
</table>

6. Payments to Engineer

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Amount</th>
<th>Basis of Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Construction Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Construction Observation</td>
<td>$55,282.13</td>
<td>Hourly – Cost Plus a Fixed Fee</td>
</tr>
<tr>
<td>b. Construction Administration</td>
<td>$24,111.00</td>
<td>Hourly – Cost Plus a Fixed Fee</td>
</tr>
<tr>
<td>2. FAA Project Closeout Report</td>
<td>$5,444.96</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>TOTAL COMPENSATION</td>
<td>$84,838.09</td>
<td></td>
</tr>
<tr>
<td>3. Additional Services</td>
<td>(N/A)</td>
<td>Hourly</td>
</tr>
</tbody>
</table>

Owner shall pay Engineer for services rendered under this Task Order as follows:

A. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer’s labor, overhead, profit, reimbursable expenses (if any), and Consultants’ charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement.

7. Consultants retained as of the Effective Date of the Task Order: July 14, 2020

8. Other Modifications to Agreement and Exhibits: Not Applicable.

9. Attachments:

- Exhibit A – Hourly Rate and Cost Breakdown

10. Other Documents Incorporated by Reference: Not Applicable.
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is July 14, 2020.

OWNER: RAPID CITY REGIONAL AIRPORT

By: ____________________________

Print Name: Darren Haar

Title: Airport Board President

Engineer License or Firm’s Certificate No. (if required): SD C-170

State of: South Dakota

ENGINEER: KLJ ENGINEERING, LLC

By: ____________________________

Print Name: Rodney A. Senn

Title: Rapid City Office Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Patrick Dame

Title: Airport Executive Director

Address: 4550 Terminal Road – Suite 102

Rapid City, SD 57703

E-Mail Address: patrick.dame@rcgov.org

Phone: (605) 394-4195

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rodney A. Senn

Title: Project Manager

Address: 330 Knollwood Drive

Rapid City, SD 57701

E-Mail Address: rod.senn@kljeng.com

Phone: (605) 721-5553