

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

Project Name & Number: South Truck Route DBDP – Element 16 Culvert Crossing
Project No. 21-2668

CIP #: 51331

Project Description: Design and Construction Administration services for culvert crossing located at East Watts Lane, including FEMA Conditional Letter of Map Revision (CLOMR) and LOMR, per an Agreement Between City of Rapid City and Lazy P6 Land Co., Inc. to Resolve All Disputes Regarding the Construction of a Regional Detention Pond on Lazy P6 Property.

Consultant: FMG Engineering

Original Contract Amount: \$195,842.00

Original Contract Date: ~~September 7, 2021~~ *December 20, 2021*

Original Completion Date: ~~May 31, 2023~~ *December 20, 2023*

Addendum No:

Amendment Description:


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

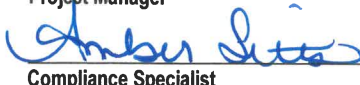
Current Completion Date: _____
New Completion Date: _____


Funding Source This Request:


Amount	Dept.	Line Item	Fund	Comments
\$195,842.00	8911	4223	505	Drainage
\$195,842.00	Total			


Agreement Review & Approvals

 _____ *8-25-21* _____
Project Manager Date

 _____ *8/26/21* _____
Compliance Specialist Date

 _____ *8-31-21* _____
City Attorney Date

 _____ *8-26-21* _____
Division Manager Date

 _____ *8-26-21* _____
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



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701

Public Works Department Engineering Services Division

300 Sixth Street, Rapid City SD

605-394-4154

December 9, 2021

MEMORANDUM

To: Dale Tech, Public Works Director
From: Mary Bosworth, Project Engineer
Subject: South Truck Route DBDP – Element 16 Culvert Crossing
Project No. 21-2668 / CIP No. 51331

The purpose of the memorandum is to provide an explanation for not utilizing the City of Rapid City's Technical Consultant Selection Procedure for this project. Per section 1.B.1 of the Consultant Selection Procedure:

"The DME [Director/Manager/Executive] will have the option to select a consultant directly if it has been shown that the scope of work for the consultant service is so specialized as to eliminate any other firm from being selected."

It is my opinion that FMG Engineering has particular familiarity with the South Truck Route DBDP – Element 16 Culvert Crossing (East Watts Lane) project, having recently designed the South Truck Route DBDP Element 203 which is the detention pond downstream of the proposed crossing and included a FEMA Letter of Map Revision (LOMR) in the project area.

**Agreement Between City of Rapid City and FMG Engineering
for Professional Services for
South Truck Route DBDP – Element 16 Culvert Crossing
Project No. 21-2668 / CIP No. 51331**

AGREEMENT made _____, 20____, between the City of Rapid City, SD (City) and FMG Engineering, (Engineer), located at 3700 Sturgis Road, Rapid City, 57702. City intends to obtain services for South Truck Route DBDP – Element 16 Culvert Crossing, Project No. 21-2668 / CIP No. 51331. The scope of services is as described within this document and as further described in Exhibits A, B, C, and D (attached).

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project and as further defined in Exhibits A, B, C and D (attached), 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.



- 1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.

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 Exhibit A.)
- 1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.
- 1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

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 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 and reimbursable rate schedule described in Exhibit C.

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed **\$195,842.00** 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 per the hourly rates and allowable reimbursable as 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 20, 2023 based on award date of December 20, 2021.

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 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 may be provided. Claims-made coverage shall continue through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of 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. The policy shall name the City and its representatives as an additional insured.

- 7.4.4 Professional liability insurance providing 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. If this policy provides for claims-made coverage, the claims-made coverage shall continue through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of three years after completion of the terms of this Agreement.

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:

Steve Allender, Mayor

Engineer:



Jerry Foster, FMG Engineering

DATE: _____


DATE: 8/25/2021

ATTEST:

Pauline Sumption, Finance Director



Reviewed By:

 8-25-21
Mary Bosworth, Project Engineer

DATE: 8/25/2021

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

NAME: Mary Bosworth, PE
PHONE: 605-394-4154
EMAIL: mary.bosworth@rcgov.org

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

NAME: Jerry Foster, PE
PHONE: 605-342-4105
EMAIL: jfoster@fmgengineering.com



EXHIBIT A

SCOPE OF SERVICES

SOUTH TRUCK ROUTE DRAINAGE BASIN DESIGN PLAN – ELEMENT 16 Project No. 21-2668 CIP 51331

The City of Rapid City has determined the need to procure professional services for the South Truck Route Drainage Basin Design Plan – Element 16. FMG Engineering was selected by the City to provide Engineering Services for Task 1 through Task 5.

This project is for Engineering Services related to the design and construction of the drainage crossing of East Watts Lane. The crossing is within Element 16 and is located just upstream of Element 203. In addition to the drainage crossing the project will include grading for future East Watts Lane, water and sewer extensions, channel improvements, curb and gutter, asphalt pavement, base course, underdrains, inlets, storm sewer, private utility corridor, street light conduit, and sidewalk as necessary for the crossing.

The project will require revisions to the existing FEMA floodplain maps. The drainage crossing design and floodplain map revision shall utilize the existing conditions 100 year peak discharge established by the LOMR related to South Truck Route Design Plan – Element 203. CLOMR and LOMR submittals are required to accomplish floodplain map revisions for the project.

TASK 1 - PRELIMINARY DESIGN SERVICES:

This task consists of all services necessary to take the project from beginning through the Preliminary Design submittal stage, and the following itemized services are anticipated.

- 1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. The consultant shall prepare an agenda, take minutes, and distribute minutes.
- 1.2 Collect and review background information provided by the City and any other resources as available.
- 1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates. Survey task shall include property and easement research. Utilities will be surveyed as marked by the One Call Service.
- 1.4 Private Utilities Base Plan Verification Meeting: The consultant shall send base plans to the private utilities requesting verifications that their utilities are shown correctly per their records. A meeting with the private utilities shall be scheduled after submitting plans to verify that the utilities are shown correctly and to make plans revisions as necessary. Consultant shall request copies of the Utility Company existing and proposed maps.
- 1.5 Hold an initial individual meeting with the adjacent landowner. Meeting is for the purpose of obtaining current plans the landowner may have for his property, other pertinent information the landowner may have, and to discuss the project in general terms. Prepare and distribute minutes of the meeting.



1.6 Perform Geotechnical Evaluation.

To evaluate the existing soil conditions along the project alignment, a total of 3 boreholes will be drilled. Field testing will be performed, and samples will be extracted for further laboratory analysis. Select soil samples will be tested in our laboratory to determine their general classification, physical properties, and engineering characteristics. In addition to the boreholes, soil electrical resistivity will be measured.

Upon completion of the field and laboratory testing and our analysis, a report will be prepared that transmits the boring logs, field data, and laboratory results, provides a limited geologic analysis of the area, and provides our recommendations for the project. Our recommendations will include excavation conditions, utility installation, culvert installation, grading recommendations, groundwater mitigation, suitability of backfill materials and other recommendations we consider applicable to the project and the site conditions encountered.

The Geotechnical Evaluation does not include pavement thickness design. The Consultant shall utilize the pavement section previously approved by the City for East Watts Lane.

1.7 Assist City with Environment Clearances

- USACE Wetlands - Consultant shall assume a Nationwide Wetland Permit will be required for the construction. Consultant shall hold a presubmittal meeting with U.S. Army Corps of Engineers for validation of the Nationwide Permit assumption, verification of wetland limits, and to verify permit submittal requirements. Consultant shall prepare minutes of the pre-submittal meeting. Consultant shall prepare preliminary application forms for the permit.
- Threatened and Endangered Species – Prepare a Threatened and Endangered Species analysis for the project area. This analysis is needed for the Wetland Permit and the CLOMR submittal. Quality Services, Inc., will perform this analysis as a sub-consultant to FMG Engineering.

1.8 Conceptual Design Report

Prepare a Preliminary Design Technical Memorandum: Prepare a Preliminary Design Technical Memorandum describing the project components, discussion of alternates, crossing, assumptions, design criteria, hydraulic calculations for the selected alternate, and other information judged necessary for inclusion in the memorandum. The Technical Memo shall include a review of compliance with City's Standard Specifications and a list of anticipated Design Exceptions with justification as necessary.

Technical Memorandums will be submitted in advance of the Preliminary Design Technical Memorandum as necessary.

The Technical Memorandum shall include discussion related to the water and sewer extensions, proposed grading, and other project components as determined necessary.

The project's geotechnical report shall be included within the Technical Memorandum. The Consultant shall elaborate on other project components as necessary.



The Technical Memorandum shall include recommendations for Wetland Mitigation if determined necessary.

A probable opinion of construction costs for the project shall be included in the Technical Memorandum. The costs shall be itemized based on the City's standard bid items and appropriate contingency item allowance.

Identify the existing right-of-way (ROW) location and any ROW or easements necessary for the Project.

Submit three (3) copies and a PDF version of the Preliminary Design Technical Memorandum to City of Rapid City's project manager for review and comment.

1.9 Conceptual Design Drawings

The conceptual design drawings will, at a minimum, contain the following sheets:

- Cover Sheet
- Survey Control Sheet
- Property Layout and Land Ownership
- Demolition Limits
- Typical Section of Roadway
- Plan and Profile Sheets - Show existing and proposed utility mains and existing services, storm sewers, and proposed future surfacing curb and gutter layout, culvert crossing, and other necessary features to convey the intent of the preliminary design. The utilities should be shown in profile as well where possible. Design criteria elements like profile grades, k values, vertical and horizontal curve data should be included.
- Grading Plan Sheets showing existing and proposed contours
- Cross Sections
- Special Details – Include Conceptual Details for the proposed drainage crossing and other special requirements of project as necessary.

1.10 Attend Concept Design submittal review meeting with City staff.

1.11 Attend Concept Design review meeting with adjacent landowner.

TASK 2 - FINAL DESIGN SERVICES:

This task consists of all services necessary to take project from Task 1 Preliminary Design Services through the Final Design Services. The following itemized services are anticipated.

- 2.1 Address Task 1 review comments and prepare a Final Design Technical Memorandum.
- 2.2 Coordinate with Geotechnical Engineer to address recommendations from the Geotechnical Report that should be incorporated into the project plans or specifications.
- 2.3 Consultant shall obtain a design exception for Infrastructure Design Criteria manual requirements and Standard Specifications as needed. Exceptions to the Standard Specifications shall be documented on the General Notes sheet of the construction plans. The table shall include the following:



- City Exception File Number
- Specification Section
- Description
- Stipulations

2.4 The City's project manager will issue a letter to the private utilities requesting their intentions as to leaving their existing infrastructure as is, their intent is to replace all or a portion of it, or their intent to install new facilities. If a private utility intends to install or replace their infrastructure, the consultant shall coordinate a location corridor for the utilities and show the proposed location on the drawings. Indicate if the private utilities intend to abandon, replace, or install their infrastructure prior to or during this project's construction. Coordinate directly with utility companies' engineering divisions to ensure that all existing utilities are completely and accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete followed by a specific private utility coordination meeting.

Notify the City project manager if private utilities will need to be relocated so PM can formally notify the utilities to relocate.

2.5 Provide Complete Plans and Specifications. It is anticipated the complete plans and specification will include.

- Detailed specifications supplementing the City of Rapid City Standard Specifications
- Project Manual and Bidders Proposal
- Title Sheet
- Legend Sheet
- Estimate of Quantities and General Note Sheets
- Estimate of Quantities Tables
- Property Control Drawings with Layout, Ownership, Right of Way and Easements
- Survey Control Sheet / Horizontal/Vertical and Alignment Data
- Detailed Traffic Control Sheets
- Existing Condition and Removal Sheets
- Erosion Control Note Sheet
- Erosion Control Plan Sheet
- Typical Sections
- Plan and Profile Sheets
- Surfacing Layout Sheet
- Drainage Crossing Layout Sheets
- Grading Plans
- Cross Sections
- Special Project Details
- Standard City Details

The total number and/or type of sheets may vary upon final design depending on final project requirements.



Project layout sheet is to include lot lines (front and side) and addresses of all properties adjacent to construction.

Incorporate design features as necessary to meet the requirements outlined in the Project Design Report.

Provide a complete stormwater pollution prevention narrative which will include detailed erosion and sediment control measures and specifications. Provide a complete erosion and sediment control site plan. Include both temporary and permanent erosion and sediment control measures. Include an erosion and sediment control sequence of implementation and phasing schedule. Each erosion control item shall be bid separately.

Provide detailed traffic control plans showing all devices required for a MUTCD compliant plan. Show all streets and alleys that may be impacted by this project. Show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plan. The traffic control sequence of implementation and phasing schedule shall coincide with erosion and sediment control sequence of implementation and phasing schedule. Each traffic control device shall be bid separately. The City will provide an electronic version of an aerial photo for the selected consultant's use.

Provide a Project Sequence of implementation and phasing schedule which shall include such items as traffic control, erosion and sediment control, utility installations, restoration, and construction milestones.

Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Typically, project drawing specific issues should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification.

Provide complete plans and specifications for a unit price construction contract.

Staking information shall include either of the following formats:

On the Plans

- Station offsets for all items of work requiring field staking.
- In tabular form on a plan sheet (schedule)
- Coordinates and description of inter-visible control points.
 - Coordinates of all items of work requiring field staking.
 - Benchmark information shall be provided on each sheet.

2.6 Prepare exhibits for temporary and permanent easements and H lot(s).

2.7 Submit Final Design Documents for Final Review. Provide three (3) hard copies and a PDF version of the Final Design Services submittal. The submittal shall consist of the Final Design Technical Memorandum, complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City's project manager for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.



- 2.8 Attend Final Review Design Submittal Meeting with City Staff.
- 2.9 Attend Final Review Design Meetings with Property Owner.
- 2.10 Address 100% Final Review Design submittal comments and Make 100% Submittal.
- 2.11 Prepare final U.S. Army Corps of Engineers Nationwide Wetland Permit application for City submittal. Permit to be based on information developed during Task 1.
- 2.12 Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost. Typically, all permit costs are the Contractor's obligation.

2.13 CLOMR Submittal

CLOMR submittal shall include HECRAS models as required by FEMA, preparation of required application documents, supporting figures and maps, property owner concurrence letters, agency concurrence letters, and other necessary or incidental information required by FEMA. 100% Submittal Drawings as necessary shall be used for the CLOMR submittal.

Floodplain submittals and mapping shall be limited to existing conditions hydrology.

2.14 Submit CLOMR Application Fee.

Current CLOMR Application fees are included in this agreement. Extra fees will be necessary if the CLOMR fee structure changes prior to the application being made.

2.15 Final Bidding Documents

- Address FEMA CLOMR review comments as necessary for final bidding plans and specifications.
- Provide one (1) copy and a PDF version of bid documents including complete plans, specifications, and Engineer's Estimate of probable construction cost to the City of Rapid City's project manager for City distribution.
- Provide complete plans on CD compatible with AutoCAD Release 2018 or newer format.
- Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
- Provide complete specifications and contract documents on CD in Microsoft Word XP or previous versions.
- Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City "Engineer's Estimate" form. Provide Engineer's Estimate of probable construction costs as a component of this submittal.
- Print and distribute five (5) copies of plans/drawings to the City of Rapid City at 11" x 17" scale for construction services personnel.



All submittals (drawings and specifications) believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance with City Standards which shall read, "I (insert Engineer of Record's name) Certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City's adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured". This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The "Certification Statement of Conformance with City Specifications" shall be signed and dated by the Engineer of Record.

2.16 The City will submit plans and specifications to the Department of Agriculture and Natural Resources for approval, and the Consultant shall address any comments or corrections required.

2.17 LOMR Submittal

Prepare and submit LOMR request to FEMA based on As – Built conditions using As – Built drawings provided under Task 3.6. LOMR submittal tasks and fees in this agreement assume the project is constructed to meet the original design and that revised surveying, modeling, and mapping for the LOMR are therefore not required.

Scope of work does not include revising models, data, or other application information in event FEMA changes rules or regulations between date of CLOMR approval and LOMR submittal. Extra fees will be required if changes to FEMA rules or regulations necessitate extra work or if FEMA requests additional information during the LOMR review at no fault of the City or Consultant.

Submittal shall include preparation of required application documents, supporting figures and maps, property owner concurrence letters, agency concurrence letters, and other necessary or incidental information required by FEMA.

City of Rapid City is responsible for publications in newspaper if required.

2.18 Submit LOMR Application Fee.

Current LOMR Application fees are included in this agreement. Extra fees will be necessary if the LOMR fee structure changes prior to the application being made.

TASK 3 – BIDDING SERVICES:

This task consists of all services necessary for the administration of the Bidding Services of the project and may include the following itemized services.

3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.

3.2 Consultant shall proof print quality at printers before full production of copies are made.



- 3.3 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute minute copies to only Consultant and City.
- 3.4 Prepare and issue addenda to the bid documents as required.
- 3.5 Review Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab and prepare an award recommendation letter to the City of Rapid City project manager.
- 3.6 Prepare "As Built" plans and specifications. A hard copy of "As Built" plans and specifications shall be submitted to the City in the same size and format as construction plans. The Consultant will provide PDF's, and CAD files on a thumb drive. The digital submittal must be compatible with AutoCAD Civil 3D 2018, or newer, containing all files and data packaged in a format that will allow City personnel to seamlessly open "As Built" drawings. The Consultant will work with the City CAD technician to demonstrate the CAD file operation and compatibility with City CAD software, if necessary. As Built" plans and specifications shall be provided thirty (30) days following project acceptance.

All "As Built" plans and specifications, believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance, which shall read, "I (insert Engineer of Record's name) Certify that the As Built drawings and specifications contained here within, to the best of my knowledge, represent the constructed project. This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The "Certification Statement of Conformance" shall be signed and dated by the Engineer of Record.

TASK 4 – BASIC CONSTRUCTION SERVICES:

This task consists of all services necessary for the administration of the Basic Construction Services of the project construction stage and may include the following itemized services.

- 4.1 Arrange and conduct Pre-construction Conference including agenda. Record meeting minutes and distribute to all attendees.
- 4.2 Provide written clarification regarding drawing and specification questions.
- 4.3 Provide recommendations to address changed or unknown conditions that may appear during construction.
- 4.4 Review and take action on shop drawings, product submittals, test results, and other submittals.

TASK 5 – EXPANDED CONSTRUCTION SERVICES:

This task consists of all services necessary for the administration of the Expanded Construction Services of the project construction stage and may include the following itemized services.

- 5.1 Mark removal limits of appropriate items.
- 5.2 Perform Construction Staking. Construction staking shall also include As Built Construction Survey as necessary of the project elements and features needed for LOMR submittal. Construction staking shall include reset of disturbed property corners and set new corners for H-lots.



- 5.3 Prepare 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 one week prior to start of work or change in operations that may significantly affect the public.
- 5.4 Assist the Contractor in determining affected property owners. The Contractor shall be responsible for notifications of residents/property owners.
- 5.5 Arrange and conduct appropriate progress meetings. Record minutes and distribute to all attendees.
- 5.6 Provide daily observation to assure that the methods and materials used by the Contractor meet the intent of the plans and specifications. For buried utility and storm piping installations the Consultant shall be on site all of the time the Contractor is installing these buried installations.
- 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 Assurance Testing - 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 Prepare and submit monthly pay request information.
- 5.11 Prepare change orders, and extra work orders for Contractor on City of Rapid City forms and make recommendations for their approval or denial.
- 5.12 Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.
- 5.13 Prepare and submit City of Rapid City project "Construction Project Close-out Checklist" indicating compliance with 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 Assist the City in preparing letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.
- 5.15 Assist the City in preparing letters and Notice of Termination to SDDANR notifying them of project completion.
- 5.16 Ensure Contractor's two-year warranty surety is provided to the City of Rapid City either within the performance bond or as a separate bond.
- 5.17 Perform Two Year Warranty Inspection



5.18 Assist City with addressing completion of warranty items during the 2 year warranty period.

Exhibit D attached hereto outlines roles and responsibilities of the Consultant's Resident Project Representative for Tasks 4 and 5

SCHEDULE MILESTONES

The following schedule milestones are proposed but will be subject to change depending on landowner discussions and approvals, actual time required for permits, FEMA reviews, etc.

- Notice to Proceed December 27, 2021
- Conceptual Design Submittal May 2022
- Final Review Submittal July 2022
- 100% Submittal August 2022
- CLOMR Submittal August 2022
- CLOMR Approval December 2022
- Bid Opening December 2022
- Construction Complete March 2023
- LOMR Submittal April 2023
- LOMR Approval August 2023



EXHIBIT B - TASK SCHEDULE
SOUTH TRUCK ROUTE DRAINAGE BASIN DESIGN PLAN - ELEMENT 16
Project No. 21-2668 CIP 51331

TASK 1 - PRELIMINARY DESIGN SERVICES		
1.1	Kickoff Meeting WITH City Staff	\$ 285.00
1.2	Collect and Review Background Information	\$ 390.00
1.3	Perform Site Surveys	\$ 10,213.00
1.4	Private Utility Base Map Verification Meetings	\$ 500.00
1.5	Landowner Meeting	\$ 695.00
1.6	Perform Geotechnical Evaluation	\$ 3,000.00
1.7	Assist with Environmental Clearances	\$ 3,410.00
1.8	Conceptual Design Report	\$ 9,470.00
1.9	Conceptual Design Drawings	\$ 11,915.00
1.10	Attend Concept Submittal Review Meeting with City Staff	\$ 285.00
1.11	Attend Concept Submittal Review Meeting with Landowner	\$ 570.00
1.12	Reimbursable, Printing, Supplies & Mileage Allowance for Task 1	\$ 500.00
TOTAL FOR TASK 1-PRELIMINARY DESIGN SERVICES		\$ 41,233.00

TASK 2 - FINAL DESIGN SERVICES		
2.1	Prepare Final Design Technical Memorandum	\$ 1,780.00
2.2	Coordinate with Geotechnical Engineer for Final Plans	\$ 250.00
2.3	Obtain Design Exceptions	\$ 500.00
2.4	Coordinate with Private Utility Companies	\$ 500.00
2.5	Provide Complete Plans and Specifications	\$ 19,050.00
2.6	Prepare Exhibits for Temporary and Permanent Easements and Hlot	\$ 3,690.00
2.7	Make Final Review Submittal to City PM	\$ 2,975.00
2.8	Attend Final Review Design Submittal Meeting with City Staff	\$ 695.00
2.9	Attend Final Review Design Meeting with Landowner	\$ 695.00
2.10	Address 100% Review Submittal Comments and Make 100% Submittal	\$ 2,065.00
2.11	Prepare USACE Nationwide Wetland Permit Application	\$ 250.00
2.12	Identify Permits required for the Contractor	\$ 250.00
2.13	CLOMR Submittal	\$ 6,710.00
2.14	CLOMR Application FEE	\$ 6,750.00
2.15	Final Bidding Documents	\$ 1,580.00
2.16	Address Department of Agriculture and Natural Resources Comments	\$ 250.00
2.17	LOMR Submittal	\$ 4,080.00
2.18	LOMR Application FEE	\$ 8,250.00
2.19	Reimbursable, Printing, Supplies & Mileage Allowance for Task 2	\$ 250.00
TOTAL FOR TASK 2-FINAL DESIGN		\$ 60,570.00

TASK 3 - BIDDING SERVICES		
3.1	Information to City for Advertising Authority	\$ 145.00
3.2	Proof Print Quality at Printers	\$ 250.00
3.3	Prebid Meeting and Minutes	\$ 665.00
3.4	Prepare and Issue Addenda	\$ 650.00
3.5	Bid Tabulations, Review and Recommendation	\$ 290.00
3.6	Prepare "As Built" Plans	\$ 2,180.00
3.7	Printing, Reimbursable, Supplies, & Mileage Allowance for Task 3	\$ 100.00
TOTAL FOR TASK 3-BIDDING PHASE		\$ 4,280.00



EXHIBIT B - TASK SCHEDULE
SOUTH TRUCK ROUTE DRAINAGE BASIN DESIGN PLAN - ELEMENT 16
Project No. 21-2668 CIP 51331

TASK 4 - BASIC CONSTRUCTION PERIOD SERVICES		
4.1	Prepare for and conduct Preconstruction Meeting, Prepare Minutes	\$ 1,025.00
4.2	Clarifications for Drawings and Specifications	\$ 500.00
4.3	Recommendations for Changed or Unknown Conditions	\$ 645.00
4.4	Review Shop Drawings, Mix Designs, Materials & Other Submittals	\$ 2,185.00
4.5	Printing, Reimbursable, Supplies, & Mileage Allowance for Task 3	\$ 100.00
TOTAL FOR TASK 4-BASIC CONSTRUCTION PERIOD SERVICES		\$ 4,455.00

TASK 5 - EXPANDED CONSTRUCTION SERVICES		
5.1	Mark Removal Limits	\$ 473.00
5.2	Construction Surveying	\$ 11,772.00
5.3	Prepare P.S.A.(s) For City	\$ 250.00
5.4	Assist Contractor with Property Owner Notification	\$ 500.00
5.5	Arrange and Conduct Progress Meetings, Prepare Minutes	\$ 2,225.00
5.6	Construction Observation and Reporting	\$ 51,305.00
5.7	Stormwater Inspections and Reports	\$ 3,220.00
5.8	Compaction Testing	\$ 5,296.00
5.9	Witness Assurance Testing	\$ 828.00
5.10	Prepare & Submit Monthly Estimates of Quantities	\$ 1,600.00
5.11	Prepare Change Orders, Recommendations	\$ 895.00
5.12	Prepare and Submit Project Punch List-Oversee Completion	\$ 1,475.00
5.13	Prepare and Submit Construction Project Close Out Checklist	\$ 340.00
5.14	Prepare Letter of Opinion of Project Completion	\$ 215.00
5.15	Verify Warranty Bond in Place	\$ 215.00
5.16	Perform 2 Year Warranty Inspection	\$ 500.00
5.17	Assist City with Warranty Items	\$ 895.00
5.18	Printing, Reimbursable, Supplies, & Mileage Allowance for Task 5	\$ 3,300.00
TOTAL FOR TASK 5-EXPANDED CONSTRUCTION PERIOD SERVICES		\$ 85,304.00

TOTAL TASKS 1 THROUGH 5		\$ 195,842.00
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Although dollar values have been provided for each task FMG shall retain the right to reallocate monies to other tasks, subject to the maximum limiting fee shown above.



EXHIBIT C

RATE SCHEDULE

SOUTH TRUCK ROUTE DRAINAGE BASIN DESIGN PLAN – ELEMENT 16 Project No. 21-2668 CIP 51331

<u>PERSONNEL</u>	<u>RATE</u>
Principal Engineer II	\$186.00/hr
Principal Engineer I	\$160.00/hr
Senior Engineer	\$145.00/hr
Engineer III – PE	\$125.00/hr
Engineer II – PE	\$115.00/hr
Engineer I – PE	\$105.00/hr
Geospatial Analyst	\$105.00/hr
Graduate Engineer II – EIT	\$100.00/hr
Graduate Engineer I – EIT	\$90.00/hr
CADD Technician II	\$95.00/hr
CADD Technician I	\$85.00/hr
Geologist - PG	\$90.00/hr
Environmental Scientist	\$85.00/hr
Land Surveyor - RLS	\$105.00/hr
Land Surveyor – LSIT	\$92.00/hr
Survey Technician II	\$87.00/hr
Survey Technician I	\$77.00/hr
Engineering Technician III	\$82.00/hr
Engineering Technician II	\$77.00/hr
Engineering Technician I	\$74.00/hr
Administrative Assistant	\$75.00/hr
 <u>VEHICLES & EXPENSES</u>	
Mobilization (Support Vehicle)	\$0.70/mile
Mobilization (Drill Rig)	\$2.00/mile
ATV	\$100/day
Travel Costs - air, lodging, transport, meals, etc.	cost



EXHIBIT D

RESIDENT PROJECT REPRESENTATIVE

South Truck Route Drainage Basin Design Plan – Element 16 Project No. 21-2668 CIP 51331

The Consultant shall provide the services of a Resident Project Representative (RPR) and other staff to assist the Consultant in observation of the Contractor's work. The RPR, assistants, and other field staff will provide full time representation unless otherwise directed by the City of Rapid City.

Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Consultant shall endeavor to provide further protection for City against defects and deficiencies in the Work. However, Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the limitations set forth in Exhibit A are applicable.

The duties and responsibilities of the RPR are limited to those of the Consultant in the Agreement with the City and described as follows:

1. RPR is Consultant's agent at the Site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Consultant and Contractor, keeping City 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 City with the knowledge of and under the direction of Consultant.
2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
3. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.



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



Contractor maintains adequate records thereof.

- b. Observe, record, and report to Consultant and City appropriate details relative to the test procedures and system startups.
- c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.

10. Records:

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

11. Reports:

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

12. Review Applications for Payment with Contractor for compliance with the established



procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Completion:

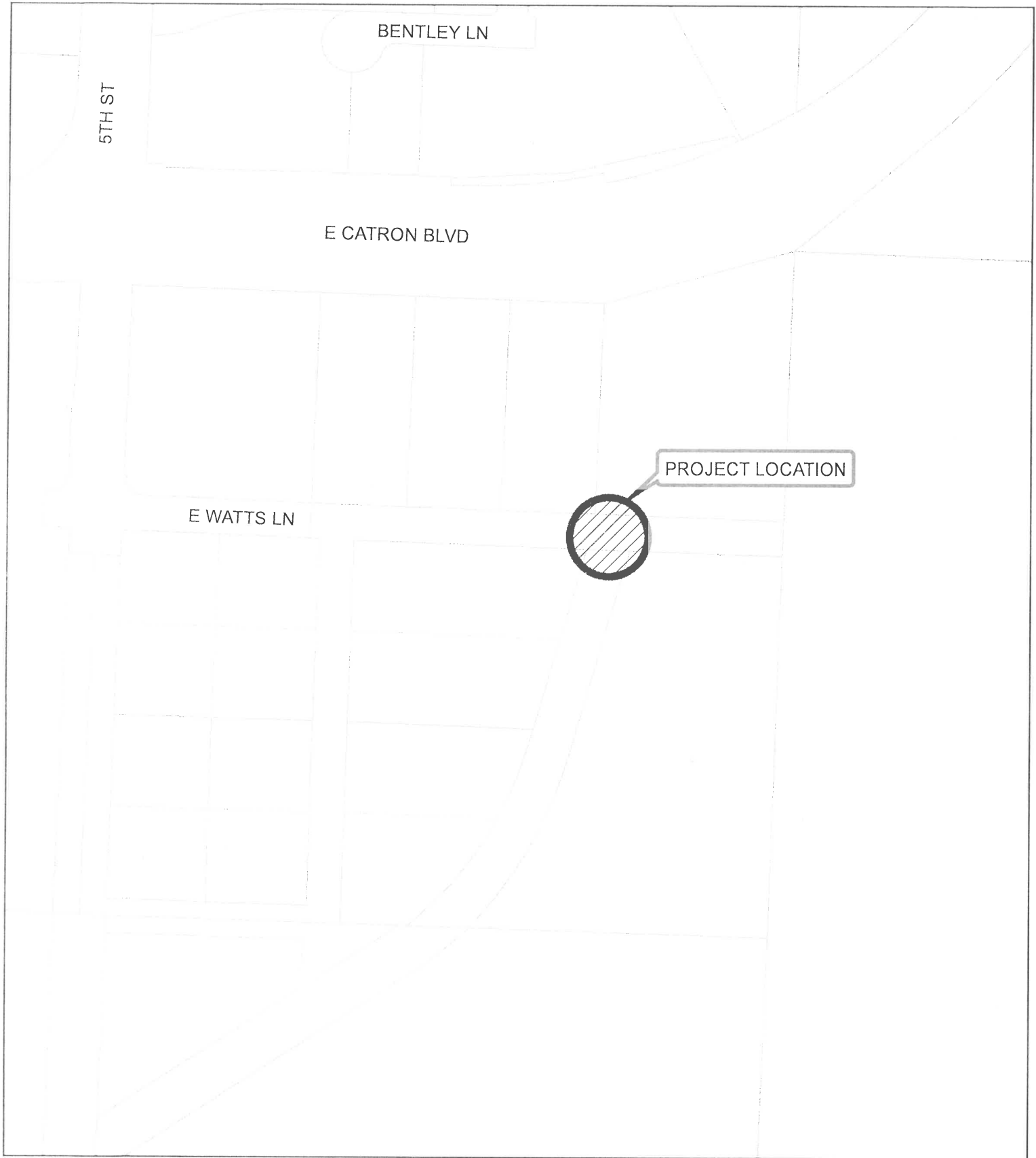
- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Consultant, City, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Consultant concerning acceptance and issuance of the Notice of Acceptability of the Work.

14. Resident Project Representative shall not:

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

(End of Exhibit D)





SOUTH TRUCK ROUTE DBDP - ELEMENT 16
CULVERT CROSSING
PROJECT NO. 21-2668 CIP NO. 51331

