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

Project Name & Number: Perrine & Unnamed Tributary Drainage Design Plan (DBDP), Project No. 18-2430

CIP #: 51189.3

Project Description: The City of Rapid City has determined the need to procure professional construction administration services for the construction of a box culvert under East St Patrick Street near the intersection with East Omaha Street / SD Hwy 44 in Rapid City.

Consultant: FMG Engineering

Original Contract Amount: $93,495.00  Original Contract Date: January 17, 2021  Original Completion Date: June 30, 2022

Addendum No: 

Amendment Description:

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Agreement Review & Approvals

Project Manager: [Signature] 1-3-22
City Manager: [Signature] 1-3-22
City Attorney: [Signature] 1-4-22

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)

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109A Authorization for Mayor & Finance Officer to Sign
Rev. 03/2009
Agreement Between City of Rapid City and FMG Engineering, for Professional Services for Perrine & Unnamed Tributary Drainage Design Plan (DBDP), Project No. 18-2430 / CIP 51189.3

AGREEMENT made ________________, 20___, between the City of Rapid City, SD (City) and FMG Engineering, (Engineer), located at 3700 Sturgis Road, Rapid City, SD 57702. City intends to obtain services for Perrine & Unnamed Tributary Drainage Design Plan (DBDP, Project No. 18-2430 / CIP No. 51189.3. The scope of services is as described within this document and as further described in Exhibits A, B 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 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 subcontractors 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 in 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 B.

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed $93,495.00 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 markup 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 June 30, 2022 based on award date of January 17, 2022.

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: Contractor:

______________________________
STEVE ALLENDER, MAYOR

______________________________
FMG ENGINEERING

DATE: ________________________ DATE: ________________________

ATTEST:

PAULINE SUMPTION, FINANCE DIRECTOR
Reviewed By:

ROGER HALL, P.E.
PROJECT MANAGER

DATE: 1/3/22

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME Roger Hall, P.E.
PHONE (605) 394-4154
EMAIL roger.hall@rcgov.org

CONTRACTOR’S DESIGNATED PROJECT REPRESENTATIVE

NAME Richard Sudmeier
PHONE 605-342-4105
EMAIL rsudmeier@fmgengineering.com
SCOPE OF SERVICES

FOR

PERRINE & UNNAMED TRIBUTARY
DRAINAGE BASIN DESIGN PLAN (DBDP) AMENDMENT NO.2
PHASE 3
PROJECT NO. 18-2430 / CIP No. 51189.3

The City of Rapid City has determined the need to procure professional services for Basic Construction Services and Expanded Construction Services for the Perrine and Unnamed Tributary Drainage Basin Design Plan Phase 3 Project.

The project includes the construction of a box culvert under East St. Patrick Street near the intersection with E. Omaha Street / SD Hwy 44 in Rapid City.

FMG Engineering will provide the following services for all civil related work. West Plains Engineering will be a subconsultant and provide services related to the electrical work.

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 Review construction contract documents and other submittals from the contractor and submit to the City of Rapid City project manager for distribution to City Attorney’s for approval and signatures of the Mayor and Finance Officer.

4.2 Arrange and conduct a Pre-Construction Conference including agenda. Record minutes and distribute to all attendees.

4.3 Provide written clarification regarding drawing and specification questions.

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.

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 Project Kick-Off & Notifications
   A. Mark removal limits of appropriate items.
   B. Prepare Public Service Announcements (P.S.A.’s) for Engineering Services. Engineering Services will be responsible for distribution to all local media.
   C. Appropriately notify affected Property Owners.

5.2 Arrange and conduct bi-weekly progress meetings. Record minutes and distribute to all attendees.
5.3 Observation & Reporting

A. Provide daily on-site observation to assure that the methods and materials used by the contractor meet the intent of the plans and specifications. For buried installations such as for the box culvert and pipe culverts. The Consultant shall be on site all of the time the Contractor is installing these buried installations.

B. Prepare daily reports. A daily record of activity will be maintained by the inspector including weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and any other pertinent information. Such information shall be neatly and concisely entered into an electronic facsimile of the City of Rapid City Project Inspector’s Diary and Inspection quantity book. Submit electronic copies to Engineering Services on a weekly basis.

C. 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.

D. 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.

5.4 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.

5.5 Prepare and submit monthly pay request information.

5.6 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.

5.7 Project Closeout

A. Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.

B. 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.

C. Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.

D. Prepare a letter to SDDENR notifying them of project completion.

E. 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.

5.8 Warranty Period Services

A. Assist the City in addressing and communicating warranty items with the Contractor that may arise during the City’s 2-year warranty period.

B. Perform a 2-year warranty inspection and create a punch list of items for the Contractor to complete.

5.9 Reimbursables including, Mileage, Expendables for Expanded Construction Services.
# Draft for Review by City

**Exhibit B: Task Schedule**

**Maximum Estimate for Project Managers: File Only**

**Amendment 2 for Phase 3 Services**

**Perrine and Unnamed Tributary Drainage Basin Design Plan (DBDP) Amendment**

**CIP / Project No.: 51189.1 / 18-2430**

October 8, 2021

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<td>4.4 Provide recommendations to address changed or unknown conditions</td>
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| **Phase 3 - Task 5: Expanded Construction Services**                                 |              |             |
| 5.1 Project Kick-Off and Notifications                                              | 3            | $705.00     |
| 5.2 Arrange and Conduct Bi-weekly Meetings                                          | 16           | $3,760.00   |
| 5.3 Observation and Reporting                                                       |              | $3,760.00   |
| 5.3.e Provide Daily On-Site Observation                                              | 300          | $37,050.00  |
| 5.3.f Prepare Daily Reports                                                         | 98           | $37,050.00  |
| 5.3.c Perform Stormwater Inspections                                                | 16           | $1,710.00   |
| 5.3.e Provide Assurance Testing / Witness Contractor Furnished Testing              | 30           | $570.00     |
| 5.4 Provide Compaction Testing                                                      |              | $2,250.00   |
| 5.5 Prepare and Submit Monthly Pay Request                                           | 16           | $4,280.00   |
| 5.6 Prepare Change Orders and Extra Work Orders                                      | 16           | $5,184.00   |
| 5.7 Project Closeout                                                                 | 16           | $6,180.00   |
| 5.8 Warranty Period Services                                                        | 4            | $4,032.00   |
| 5.9 West Plains Engineering Expanded Construction Services                           |              | $4,032.00   |
| 5.10 Mileage and Expenses                                                           |              | $6,450.00   |
| **Total for Phase 3 - Task 5: Expanded Construction Services**                      | 52           | $79,430.00  |
| **Total Tasks 4 and 5**                                                             |              | $93,495.00  |
October 5, 2021

Richard Sudmeier, P.E.
FMG Engineering
3700 Sturgis Road
Rapid City, SD 57702

RE: Electrical CA Services Proposal for
St. Patrick Street and Hwy 44 Intersection
Rapid City, SD
Project No. 18-2430

We appreciate the opportunity to provide you with a fee proposal to do the electrical
construction services for the above referenced project. The following is a summary of our
proposed fee to do the work:

Provide Task 4 – Basic Construction Services to include the following: attendance of the
Pre-Construction Conference by one engineer, review of electrical shop drawing submittals,
and answering contractor questions in the form of RFI’s and engineer field orders (EFO).

Provide Task 5 – Expanded Construction Services to include the following: prepare proposal
requests as needed, attendance of four progress meetings, perform ten site observations
with report of findings, and perform a final observation with report and punch list.
Preparation of electronic as-builts and review of operation and maintenance manuals is also
included.

We propose to provide the Electrical Engineering services for an Hourly Cost Plus Expenses
fee of Eight Thousand Four Hundred Fifty Dollars ($8,450.00) plus taxes. This fee is broken
down as follows:

<table>
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<tr>
<td>Electrical – Task 4 – Basic Construction Services</td>
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<td>$ 6,500.00</td>
</tr>
<tr>
<td>Total Fee</td>
<td>$ 8,450.00</td>
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Engineering Consultants fees will be billed on a monthly basis, to be included in the Civil
Engineer’s regular billings. Monthly billings will be based on the level of completion
of engineering services, with respect to the above breakdown of services. Fees are due and
payable upon Civil Engineer’s receipt of corresponding related fees from Owner and shall be
paid within ten (10) days thereof. All unpaid accounts shall be charged interest at the rate of
1% per month.

Should this proposal be acceptable, the current edition of AIA “Standard Agreement
Between Architect and Engineer” is hereby adopted by reference and as the full and true
contract between professional firms.

If the above is satisfactory, please sign and date keeping the original for your file and return
a copy to this office.
Accepted By:
FMG Engineering

By: ____________________________
   Richard Sudmeier, PE

TITLE: __________________________

DATE: __________________________

Accepted By:
West Plains Engineering, Inc

By: ____________________________
   Matt VonHaden, PE

TITLE: Electrical Engineer

DATE: 10/5/21
EXHIBIT D

RESIDENT PROJECT REPRESENTATIVE

Perrine & Unnamed Tributary
Drainage Design Plan (DBDP) Amendment No. 2
Phase 3
Project No. 18-2430 CIP 51189.3

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.

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)