

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

Date:

Project Name & Number: Downtown Street Improvements – Phase 2, 6th Street from Omaha to
Kansas City Street. ST10-1817

CIP #:
50138

Project Description:

Consultant: FourFront Design, Inc

Original \$237,348.00
Contract Amount:

Original 8/5/09
Contract Date:

Original
Completion Date:

Addendum No:

Amendment Description:

Current Contract Amount: _____

Current Completion Date: _____

Change Requested: _____

New Contract Amount: _____ \$0.00

New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$189,878.40	135	4223	107	
\$28,481.76	833	4223	604	
\$18,987.84	933	4223	602	
\$237,348.00	Total			

Agreement Review & Approvals

[Signature] 8/5/09
Project Manager Date

[Signature] 8/5/09
Compliance Specialist Date

[Signature] 8/5/09
City Attorney Date

[Signature] 8-5-09
Division Manager Date

[Signature] 8-5-09
Department Director Date

Division Manager 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
		Y N
Appropriation		Y N
Cash Flow		Y N

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

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American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement, effective as of _____ between _____
Date

City of Rapid City, South Dakota, 300 Sixth Street, Rapid City, SD 57701 ("Owner") and

FourFront Design, Inc., 517 Seventh Street, Rapid City, SD 57701 ("Engineer")

Engineer agrees to provide the services described below to Owner for:

City Project #ST10-1817-CIP50138

Engineer's #05-1149.E08

Downtown Street Improvements Ph 2 – Sixth Street from Omaha Street to Kansas City Street ("Project")

Description of Engineer's Scope of Services: See Attachment One. The engineer shall perform the services for the above project. The Scope of Services has been attached as Exhibit 1 and is hereby incorporated herein. The City agrees to compensate the engineer per Section 9.01 of this agreement.

SCHEDULE:

Task 1 – Preliminary Design Services

Notice to Proceed

August 26, 2009

Preliminary Design Report for Sixth Street

November 3, 2009

Task 2 – Final Design Services

65% Design Submittal

January 26, 2010.

95% Design Submittal

April 27, 2010

100% Design Submittal

June 22, 2010

Construction Documents Submittal

July 9, 2010

Task 3 – Bidding Services

Advertise Project

July 27, 2010

Bid Opening

August 31, 2010

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt. If Owner fails to

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly

on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter

d. continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state of South Dakota. Any action will be venued in the 7th Judicial Circuit, Pennington County.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be

the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner

under this Agreement shall be limited to \$1,000,000 per claim.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and 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.

9.01 Payment (Hourly Not to Exceed)

- A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer for Design services as follows:
1. An hourly, not to exceed fee of Two Hundred Thirty-Seven Thousand Three Hundred Forty-Eight and No/100 Dollars (\$237,348.00)
 2. Engineer's Standard Hourly Rates are attached as Appendix 1.

Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted. The City must approve any work which will increase the fee prior to the work being performed. However, such approval shall not be unreasonably withheld when the cause of such extension is through no fault of the Engineer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Rapid City, South Dakota

ENGINEER: FourFront Design, Inc.

By: _____

By: 

Title: _____

Title: Vice President/Sec.

Date Signed: _____

Date Signed: 8/5/09

Address for giving notices:


Address for giving notices:

300 Sixth Street
Rapid City, SD 57701

517 Seventh Street
Rapid City, SD 57701

Reviewed By:

By: _____
James Preston

By: 
Todd Peckosh

Title: Finance Officer

Title: Project Manager

Date: _____

Date: 8/5/09

ATTACHMENT ONE

DRAFT SCOPE OF SERVICES REQUESTED

Scope of Services for the design of 6th Street from Omaha Street to Kansas City Street.
Professional services consist of three Tasks: Preliminary Design Services, Final Design Services, and Bidding Services.

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 may include the following itemized services.

- 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 Review background information listed in this RFP, and any other resources as necessary. [Downtown Development Plan and Kansas City Street Area Reconstruction Preliminary Design Report]
- 1.3 Update the Project Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Project Design Report. The consultant shall submit design assumptions, design life, design criteria, and reference of design resources. The Project Design Report shall evaluate and recommend pavement design; based on a life cycle cost analysis, preliminary horizontal and vertical alignment for utilities, roadways, ADA general requirements and approach, and other public improvements. Establish pipe sizes, lane configurations, drainage system capacity, complete water quality assessment, etc. Provide justification for the facility and analysis of alternatives. Use the City Draft Utility Design Criteria Manual to establish design criteria and standards. The project's geotechnical report shall be included within the Project Design Report, and include soil classifications, N values, water levels, proctors, CBR's, resistivity tests, pavement design, and testing recommendations. Elaborate on components to be included within the Project Design Report. Submit three (3) copies of the Project Design Report and preliminary plans and specifications to City of Rapid City's project manager for review and comment.
- 1.4 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.
- 1.5 Identify right-of-way (ROW) and permanent and temporary construction easements acquisition needs. Include size and extent of such ROW and easements and contact information of property owners.
- 1.6 Prepare preliminary opinion of probable construction costs for the project.
- 1.7
- 1.8 Prepare preliminary plan and profile sheets including locations of existing and new utilities and street alignment. Show existing utilities locations with probable depths.
- 1.9 Attend submittal review meeting with City staff, if necessary.

- 1.10 Attend Public Works and Council meetings as necessary.
- 1.11 Develop and distribute a survey questionnaire to property owners adjacent to proposed construction areas approximately 3 months or more ahead of soliciting bids for construction. The questionnaire should be developed to obtain information on site-specific concerns such as landscaping or irrigation systems, service line locations, special needs such as access considerations during construction, or history of utility or infrastructure problems at the property. Questionnaires would be returned to and evaluated by the consultant, who would follow up with appropriate individual contact with property owners prior to completion of 100% plans and contract documents to review project considerations that may be addressed or mitigated by the project work.
- 1.12
- 1.13

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, and may include the following itemized services.

- 2.1 Address City comments from the Task 1 City review(s) and finalize Project Design Report,
- 2.2
- 2.3 Determine removal limits with approval of City of Rapid City representative.
- 2.4 Coordinate with DME for the railroad crossing, DOT coordination as necessary, and coordination with the Main Street Square project,
- 2.5 Incorporate ADA compliance items, for example fillet, driveway and sidewalk improvements,
- 2.6 Incorporate Erosion and Sediment Control items,
- 2.7 Provide Erosion and Sediment Control Plans, and include the appropriate bid items in the bidders proposal if more than one acre is disturbed. If less than one acre is disturbed, the contractor shall provide an Erosion and Sediment Control Plan and a bid item for "Erosion and Sediment Control Plan" shall be included in the bidders proposal.
- 2.8
- 2.9 Complete the, "Flood Management Project Water Quality Impact Assessment Checklist Form", attachment three and incorporate applicable measures within the construction documents as necessary.
- 2.10 Provide one (1) copy of the finalized Project Design Report,
- 2.11 Provide one (1) copy of the Final Design Services submittal. The submittal shall consist of 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.
- 2.12
- 2.13 Address 100% submittal staff comments as necessary.

- 2.14 Provide electronic files on CD of complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- 2.15 Plans documents shall adhere to current City of Rapid City guidelines.
- 2.16 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.

- ~~2.17~~ Provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area).
- 2.18 Provide detailed traffic control plan showing all devices required for a MUTCD compliant plan. Provide conceptual traffic control plan showing all streets and alleys that may be impacted by the construction of 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. Traffic control plans shall indicate suggested sequence, intent, and general guidelines, but does not require identification or placement of project specific traffic control items. The City will provide an electronic version of an aerial photo for the selected consultant's use.
- 2.19 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 in two to three weeks.
- 2.20 If desiring exceptions from City requirements or specifications, it is the Consultant's responsibility to request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.
- 2.21 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.
- 2.22 Prepare any and all permits with exhibits required for the City.
- 2.23
- 2.24 Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 2.25 Deliver the following:
 - Provide one (1) complete set of 100% plans, specifications, contract document, 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 2006 to 2008 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 2007 version.
 - 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.
- 2.26 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.
- 2.27 If needed, the Consultant shall submit plans and specifications to the Department of Environment and Natural Resources for approval, and shall address any comments or corrections required.
- 2.28 Prior to the advertisement for bids, arrange and conduct a public open house with affected residents. The open house shall be held sufficiently ahead of the project advertisement for bids such that public comments and concerns may still be addressed within the final project documents. Notice of the open house shall be mailed to all property owners adjacent to the proposed work area(s), as well as those in the immediate area who may be directly impacted by the construction, as determined by the City. The Consultant shall tabulate the public comments and concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.

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 Provide one (1) set of plans and specifications for City distribution to bidders and the City of Rapid City, refer to "Deliverable" above in Task 2.
- 3.3
- 3.4 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.
- 3.5 Issue addenda to the bid documents as required.

- 3.6 Attend the bid opening (to be held at the City Finance Office).
- 3.7 Attend Public Works Committee and Council Meetings as required.
- 3.8 Prepare the Bid Tab in City of Rapid City Microsoft Excel project book format and submit electronic Bid Tab and a printed hard copy to Engineering Services within one (1) working day of the bid opening. Forward a copy of the final bid tab to all bidders and project manager.
- 3.9 Present award recommendation to City of Rapid City project manager.
- 3.10 Prepare Notice of Award letter for City of Rapid City project manager signature and distribution to contractor for execution.
- 3.11 Prepare contracts and submit to contractor for execution.
- 3.12 Review construction contract documents and other submittals from the contractor and submit to City of Rapid City project manager for distribution to City Attorney's for approval and signatures of the Mayor and Finance Officer.

ADDITIONAL SERVICES – STREETSCAPING

Professional landscape architecture services consist of three Tasks: Preliminary Design Services, Final Design Services, and Bidding Services pertaining to:

- Decorative Pavements,
- Pedestrian Furnishings,
- Overall Feature Layout,
- Irrigation,
- Plant Materials,
- Pedestrian Crossings

Also included as on Kansas City Street, although not part of plans and specifications include:

- Bicycle Transit Solutions,
- Lighting Strategies,
- Surface Elevations as they relate to feature layout and
- Attendance at client presentations and other public reviews to address the surface features and characteristics of the landscape recommendations.

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 may include the following itemized services.

- 1.14 Kick-off Conference: The landscape architect consultant shall meet with City staff along with 4Front to detail landscape project concept and scope.

- 1.15 Review background information pertaining to landscape architecture features listed in this RFP, and any other resources as necessary. [Downtown Development Plan and Kansas City Street Area Reconstruction Preliminary Design Report]
- 1.16 Update the Project Design Report: The landscape architect consultant shall establish and indicate project specific design criteria and standards within the Project Design Report pertaining to the landscape features listed above.
- 1.17 Perform site investigations sufficient for design initiation.
- 1.18
- 1.19 Prepare preliminary opinion of probable construction costs for the landscape features listed above.
- 1.20
- 1.21 Prepare preliminary plan and concept sheets pertaining to the features listed above.
- 1.22 Attend submittal review meeting with City staff, if necessary.
- 1.23 Attend Public Works and Council meetings as necessary.
- 1.24
- 1.25
- 1.26

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, and may include the following itemized services.

- 2.17 Address City comments from the Task 1 City review(s) and finalize Project Design Report,
- 2.18
- 2.19
- 2.20
- 2.21
- 2.22 Provide layout of pavements or landscape that meet the engineer's requirements for their Erosion and Sediment Control items,
- 2.23 Provide Plans and Details, including, but not limited to:
 - Sidewalk Paving and Layout Plans
 - Decorative Paving and Colorization Plans and Details
 - Tree Grate Details
 - Site Furnishing Plans and Details
 - Irrigation Plans and Details
 - Planting Plans and Details
 - Specialized Plans and Details in Conjunction with Main Street Square
 - Technical Specifications
- ~~2.24~~
- 2.25
- 2.26 Provide our sections for (3) copies of the finalized Project Design Report,
- 2.27 Provide our sections for three (3) copies of the Final Design Services submittal. The submittal shall consist of complete landscape architecture plans, specifications, contract

documents, and opinion of probable construction cost to the City of Rapid City's project manager for review.

2.28

2.29 Address 100% submittal staff comments pertaining to landscape architecture as necessary.

2.30 Provide complete landscape architecture plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.

2.31 Plans documents shall adhere to current City of Rapid City guidelines.

2.32

~~2.29~~

2.30

2.31

2.32

2.33 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.

2.34

2.35

2.36 Prepare final opinion of probable construction cost for the landscape architecture portions of the project.

2.37

2.38 All landscape architecture submittals (drawings and specifications) believed by the landscape Architect of Record to be a final, shall contain a Certification Statement of Conformance with City Standards which shall read, "I (insert Landscape Architect 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.

2.39

2.40 Prior to the advertisement for bids, participate in a public open house with affected residents.

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.

3.13

3.14

3.15

3.16 Participate in a Pre-bid Conference.

3.17 Issue information to the prime consultant pertaining to landscape architecture related addenda to the bid documents as required.

3.18 Attend the bid opening (to be held at the City Finance Office).

3.19 Attend Public Works Committee and Council Meetings as required.

3.20

3.21

3.22

3.23

ADDITIONAL SERVICES - ELECTRICAL

A. Specifications

1. Standard Division 16 format, per City of RC Standards.

B. Electrical Service Provisions

1. Coordination with local utility to establish service requirements.
2. Short circuit analysis, based on standard coordination tables.

C. Electrical Distribution System

1. Electrical distribution system equipment selection.
2. Coordination with Power Utility Company for relocations. Plans/work by Utility Company.

D. Street Lighting System

1. Light fixture selection based on KC street lighting project.
2. Computer simulation of exterior lighting performance.
3. Roadway lighting layout and circuiting.
4. Location of Junction Boxes: Junction Boxes will be located on the plan based on location of power source and locations of signalization equipment.
5. Electric Metering: Skyline Engineering, will consult with City and power company to determine location of electric meter (if required), and location of power sources.

E. Intersections – Detailed Scope

1. Location of Poles & Footings: Existing locations and footings will be used. Signal Layout plans and conduit layout plans derived from existing conditions. Footings for Signal poles will be existing. Any new footing design to be completed by others. No new J-boxes anticipated as required.
2. Conduit & Cable: Conduit layout plans will be derived from existing. No conduit for vehicle detector loops.
3. Electric Metering: Skyline Engineering, will consult with City and power company to determine location of electric meter (if required), and location of power sources.
4. Signal Controller: Plan will show existing locations of signal controllers and cabinets, and will show routing for coordination of cabling to existing signal poles.

5. Quantities: Conductor layout plans will include a tabulation quantities of existing conduit, junction boxes, pull boxes, controller and controller cabinet, electric meters, etc. similar to SDDOT standards.
6. Wiring Diagram: A wiring diagram will be developed that illustrates the route of each cable through the controller, junction boxes, signal poles and service cabinet per the City of RC standards.

F. Special Systems

1. Coordination with Comm Utility Companies for relocations. Plans/work by Utility Company.

G. Construction Support

1. N/A.

H. Design Coordination Support

1. Preparation of an opinion of probable cost for each of two (2) design phases
2. Production and issue of 1 set of electrical drawings and specifications for each of design phases of the project consisting of 65%, 95% and 100%.

Coordination meetings consisting of 3 local meetings during the design phase of the project



FourFront Design, Inc.
2009 Hourly Fee Schedule

FourFront Design Staff:	Hourly Rate:	:
Principal	\$170.00	
Senior Architect/Engineer	\$155.00	
Project Manager	\$127.50	
Project Architect/Engineer/Landscape Architect/Surveyor	\$95.00	
Design Architect/Engineer	\$75.00	
Interior Designer	\$60.00	
Intern Architect/Engineer/Interior Designer	\$55.00	
PM Assistant/Spec Editor	\$57.50	
CADD Manager	\$75.00	
Engineering/Architectural CADD Technician	\$65.00	
Construction Observer I (Registered Professional)	\$120.00	
Construction Observer II	\$72.50	
GIS Manager	\$110.00	
GIS Technician	\$57.50	
Clerical	\$40.00	

Outside Consultants: **Cost + 15%**

Reimbursable Expenses:

Automobile Mileage	\$0.505/mile automobile/pickup
Long Distance Telephone Calls	Cost
Faxes	\$0.22/each
Data Expense (Records, Maps, etc.)	Cost
Plotting	\$1.00/sq. ft.
Black & White Prints	\$0.40/sq. ft.
Blue Prints	\$0.30/sq. ft.
Photocopies	\$0.12/page (BW) \$0.85/page (Color)
Photographs	\$1.00/each (Prints)
Lodging	Cost
Per Diem	\$36 day/person
Other:	Cost + 10%

(Subject to change periodically)

ENGINEERING BUDGET ESTIMATE																			
6th Street Reconstruction Design Fees			DATE PREPARED: 07/15/09																
			DATE MODIFIED: 07/31/09																
			REVIEW DATE: 07/31/09																
			DIRECT COSTS																
LABOR CODE	TOTAL HOURS	TOTAL COST	MILEAGE CAR MILES	TRUCK MILES	PLOT B&W SQ FT	PLOT COLOR SQ FT	BLUE PRINT SQ FT	COPIES/ FAX SHEET	TELEPHONE \$	LODGING \$	PER DIEM DAY	Survey Equipment Hour	CONSULTANT CONTRACT			TOTAL DIRECT COSTS \$	TOTAL PHASE COSTS		
RATE			\$0.51	\$1.00	\$0.20	\$2.00	\$0.30	\$0.22			\$36.00	\$32.50	DISCIPLINE	NAME	\$				
Suggested Task Lists:			Water Main Project		Sewer Projects		Streets - EAFB Format						COMPOSTING FACILITY						
TASK 0050 - PROPOSAL																			
0051 PROPOSAL PREPARATION																			
0052 INTERVIEW																			
0053 NEGOTIATION																			
TOTAL HOURS - TASK 0050																			
TASK 0100 - BASE BID PRELIMINARY DESIGN SERVICES			TASK 0200 - DIRECT COSTS																
Review Existing Data, Data Collection, Update Survey			75.0	\$4,100.00										MECHANICAL	Select:				
Utility Company Coordination			10.5	\$978.75										ELECTRICAL	Select:	\$18,789.00			
Review Existing Topo and Survey Coordination			8.0	\$795.00										STRUCTURAL	Select:				
City Kick Off Meeting (1)			4.0	\$375.00										GEOTECHNICAL	Select:				
Property Owner Coord. And Data Collection			79.0	\$7,630.00					950					LANDSCAPE	Select:	\$8,330.00			
MSS Coordination and Meetings (2)			21.0	\$2,032.50										ARCHITECTURAL	Select:				
ADA Design Approach			13.0	\$1,202.50										ENVIRONMENTAL	Select:				
Establish Street Sections and Alignments			17.0	\$1,402.50										SPECIALITY	Select:				
Flood Management/Water Quality Check List			8.0	\$750.00															
DOT Coordination and Meeting (1)			3.0	\$317.50	50														
Design Team Meetings			19.0	\$1,805.00															
Update Preliminary Design Report for 6th Street			28.0	\$2,447.50					500										
Preliminary Cost Estimate			7.0	\$697.50															
Water, Sanitary and Storm Sewer Review and Update			9.0	\$572.50					250					ARCHITECTURAL	Select:				
Project Workbook			31.0	\$2,377.50					250					ENVIRONMENTAL	Select:				
St Joe to Kansas City			10.0	\$865.00										SPECIALITY	Select:				
Contractor Contracts			11.0	\$1,035.00															
TOTAL HOURS - TASK 0600			114.0	\$9,752.50					\$165.00							\$4,055.70	\$4,220.70		
TOTAL HOURS			1741.5	\$151,028.75	\$88.38	\$80.00		\$1,364.00								\$84,787.45			
TOTAL LABOR AT BILLING RATES:				\$151,028.75													TOTAL DIRECT COSTS:		\$86,319.83
TOTAL DIRECT COSTS:				\$86,319.83															
TOTAL PROJECT:				\$237,348.58															
TOTAL PROJECT WITHOUT PROPOSAL:				\$237,348.58															
AVERAGE BILLING RATE:				\$86.72															

EXHIBIT "A"

PW081109-10

SCALE 1" = 300'



DOWNTOWN STREET IMPROVEMENTS-PHASE 2
OMAHA STREET TO KANSAS CITY STREET
PROJECT NO. ST10-1817 **CIP NO. 50138**