

PW110910-13

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

Date: October 28, 2010

Project Name & Number: Dakota Drive Watermain Reconstruction Project W10-1894

CIP #: 50399

Project Description: To provide design and bidding services.

Consultant: FMG, Inc.

Original
Contract Amount: \$48,707.00

Original
Contract Date: November 16,
2010

Original
Completion Date: May 13, 2011

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
\$48,707.00	933	4223	602	
	Total			

Agreement Review & Approvals

Keith Johnson 10/29/10
Project Manager Date

AmBn 10/29/10
Compliance Specialist Date

City Attorney Date

John Tins 11-1-10
Division Manager Date

ATB 11-1-10
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

**Agreement Between City of Rapid City and FMG, Inc.
for Professional Services for Dakota Drive Watermain Reconstruction, Project No.
W10-1894 / CIP No. 50399**

AGREEMENT made November 16, 2010, between the City of Rapid City, SD (City) and FMG Inc, (Engineer), located at 3700 Sturgis Road, Rapid City, South Dakota 57702-0317. City intends to obtain services for design and bidding services, Project No. W10-1894, CIP No. 50399. The scope of services is as described in Exhibits A and B.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in Exhibits A and B, serve as the City's professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

Section 1—Basic Services of Engineer

1.1 General

- 1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.
- 1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.

1.2 Scope of Work

The Engineer shall:



- 1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.
- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibits A and B.)
- 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 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 by agreement or otherwise. In such case, the Engineer shall be liable to the City for any additional cost occasioned thereby.



- 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.
- 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 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. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.
- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or



subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.

- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

4.2 City of Rapid City NonDiscrimination Policy Statement

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

Section 5—Payments to the Engineer

5.1 Schedule of Pay Rates

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer's hourly rate schedule. (See Exhibit C.)

5.2 Fee



The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$48,707.00 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.

5.3 Progress Payments

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month at the rates established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

Section 6—Completion of Services

The Engineer shall complete services on or before May 13, 2011.

Section 7—Insurance Requirements

7.1 Insurance Required

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

7.2 Cancellation

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

7.3 City Acceptance of Proof

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will



hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

7.4 Specific Requirements

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.

Section 8—Hold Harmless

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

Section 9—Independent Business

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the



control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

Section 10-Indemnification

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer's negligence.

Section 11-Controlling Law and Venue

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7th Judicial Circuit, Pennington County.

Section 12-Severability

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

Section 13—Funds Appropriation

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

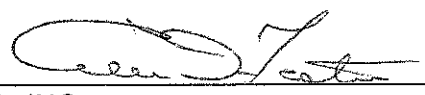


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

City of Rapid City:

Engineer:

MAYOR



FMG, INC.

DATE: _____

DATE: 10/29/2010

ATTEST:

FINANCE OFFICER

Reviewed By:



KEITH JOHNSON, PROJECT MANAGER

DATE: 10/29/10



EXHIBIT A

FMG ENGINEERING
SCOPE OF SERVICES
FOR
DAKOTA DRIVE WATER MAIN RECONSTRUCTION
PRELIMINARY DESIGN, FINAL DESIGN AND BIDDING SERVICES
PROJECT NO. W10-1894 / CIP NO. 50399

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 Collect and review background information listed in RFP, and any other resources as necessary.
- 1.3 Prepare Project Design Report (Draft): The consultant shall establish and indicate project specific design criteria and standards within the Project Design Report (including ADA requirements) for the water main reconstruction. The consultant shall submit all design assumptions for typical section (pavement width, sidewalk location, water main location, etc), design life, design criteria, and reference of design resources. The Project Design Report (Draft) shall evaluate and recommend preliminary horizontal and vertical alignment for utilities, and other public improvements. Establish pipe sizes, complete water quality assessment, etc. Provide justification for the facility and analysis of alternatives. Use the City Draft Infrastructure 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, resistivity tests, and testing recommendations. 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 Prepare Water Study: For the area located between Sheridan Lake Road and Dakota Drive and between West Main Street and Canyon Lake Drive, the Consultant shall prepare a report which includes proposed water main abandonments, new water main locations, pressure zone boundary recommendations, water service line replacements and /or relocations, locations of permanent easements, and other pertinent information necessary to provide a complete water system that will be accessible for maintenance. Determine proposed water main sizes, critical valve locations, and fire hydrant locations. Prepare a capital improvements project description and a preliminary opinion of probable construction costs.
 - 1.4.1 Data gathering including a search of the water and sewer service cards and detail maps at the City Water and Sewer Maintenance office to help identify water and sewer service line locations. Review existing plans and other background information for previous projects in the area.
 - 1.4.2 Prepare base map for study area using City aerials and other information collected.

EXHIBIT A

- 1.4.3 Review plats and rights of way in the study area.
- 1.4.4 Complete a pressure zone analysis.
- 1.4.5 Identify alternate routing, complete a route analysis and identify rights-of-way needs for routes.
- 1.4.6 Complete a quantity take off and prepare an Opinion of Probable Cost for recommended facilities in the study area.
- 1.4.7 Prepare a Draft Water Study Report and submit to City staff for review.
- 1.4.8 Finalize the Water Study Report incorporating review comments.
- 1.4.9 This item is for costs associated with project supplies, printing costs and vehicle mileage.
- 1.5 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.
 - 1.5.1 Complete research of plats and property ownership in the project area.
 - 1.5.2 Identify land ownership
 - 1.5.3 Complete property corner search as part of field survey.
 - 1.5.4 Complete horizontal and vertical control survey of the project area. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates.
 - 1.5.5 Complete a detailed route, property and topographic survey along the project route.
 - 1.5.6 Coordinate locations of existing private utilities.
 - 1.5.7 Prepare base drawings for the project route using survey data and other data collected. Set up the project design sheets.
 - 1.5.8 Field check the survey information after initial drafting is completed.
- 1.6 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.
- 1.7 Prepare preliminary opinion of probable construction costs for the project.
- 1.8 Complete the geotechnical investigation for the project including 3 bore holes, sample collection, ground water level measurements, laboratory testing, resistivity testing and geotechnical report preparation.
- 1.9 Prepare Preliminary Plans
 - 1.9.1 Prepare Plans Title Sheet
 - 1.9.2 Prepare preliminary plan and profile sheets including locations of existing and new utilities and street alignment. Show existing utilities locations with probable depths when possible.
- 1.10 Attend submittal review meeting with City staff.
- 1.11 Attend Public Works and Council meetings as necessary. **(NOT NEEDED FOR THIS PROJECT)**
- 1.12 Develop and distribute a survey questionnaire to property owners within the water study area, and 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.
- 1.13 Property Owner one on one meetings: Meet with individual property owners regarding ROW and permanent and temporary easement needs and regarding specific project issues and components.
- 1.14 This item is for costs associated with project supplies, printing costs and vehicle mileage to and from the site to complete the preliminary design.

EXHIBIT A

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 Assist the City with easement(s) acquisition, and obtain property owner contact information, prepare easement and ROW exhibits as necessary, provide copies of current deeds of properties where easements are needed, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings.
- 2.3 Determine removal limits with approval of City of Rapid City representative.
- 2.4 Coordinate with the geotechnical engineer to complete these services, and provide a geotechnical report to be included in the Project Design Report and project plans or specifications,
- 2.5 Incorporate design features as necessary to meet the required ADA standards. All applicable ADA requirements shall be outlined in the Project Design Report.,
- 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 If federally funded, incorporate NEPA requirements, wetland mitigation, monetary, ROW certification, environmental certification, SHPO, Architectural, Catx noise analysis, FONSI, etc. **(NOT NEEDED THERE IS NO FEDERAL FUNDING.)**
- 2.9 Provide three (3) copies and a PDF version of both the finalized Project Design Report and the finalized Water Study Report,
- 2.10 Provide three (3) copies 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.
- 2.11 Address 100% submittal staff comments as necessary.
- 2.12 Provide complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- 2.13 Plans documents shall adhere to current City of Rapid City guidelines.
- 2.14 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.

- 2.15 Provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area).
- 2.16 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.

EXHIBIT A

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. Elaborate on guidelines as necessary.

- 2.17 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 at the City in two to three weeks.
- 2.18 It is the Consultant's responsibility to meet City requirements and 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.
- 2.19 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.
- 2.20 Prepare any and all permits with exhibits required for the City.
- 2.21 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.
- 2.22 Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 2.23 Deliver the following:
 - 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 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 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.
- 2.24 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.
- 2.25 Engineer shall obtain an administrative design exception for draft criteria manual requirements.

EXHIBIT A

- 2.26 The City shall submit plans and specifications to the Department of Environment and Natural Resources for approval.
- 2.27 This item is for costs associated with project supplies, printing costs and vehicle mileage for final design.

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 hard copy and a PDF version of final plans, stamped and signed by a Professional Engineer, for City printing and distribution.
- 3.3 Conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.
- 3.4 Prepare and Issue addenda to the bid documents as required.
- 3.5 Attend Public Works Committee and Council Meetings as required. **(NOT NEEDED FOR THIS PROJECT)**
- 3.6 Review Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab and Award Summary.
- 3.7 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.

EXHIBIT B
TASK SCHEDULE-ESTIMATED MAN-HOURS AND FEES
DAKOTA DRIVE WATER MAIN RECONSTRUCTION
Project No. W10-1894 / CIP No. 50399

TASK 1- PRELIMINARY DESIGN		
1.1	Kickoff Meeting	\$ 430.00
1.2	Collect and Review Background Information	\$ 620.00
1.3	Prepae Project Design Report (Draft)	\$ 1,590.00
1.4	WATER STUDY-BETWEEN SHERIDAN LAKE ROAD AND DAKOTA DRIVE AND BETWEEN WEST MAIN STREET AND CANYON LAKE DRIVE	
1.4.1	Data Gathering/Water Service Cards/Detail Maps/Previous Project Plans	\$ 550.00
1.4.2	Base Map Preparation	\$ 1,100.00
1.4.3	Plat/Row Review	\$ 500.00
1.4.4	Pressure Zone Analysis	\$ 500.00
1.4.5	Alternate Route Analysis/Identify ROW Needs	\$ 2,460.00
1.4.6	Opinion of Probable Cost for Water Study Area	\$ 880.00
1.4.7	Water Study Report Preparation (Draft)	\$ 1,830.00
1.4.8	Water Study Report Revisions (Final)	\$ 665.00
1.4.9	Reimbursables, Printing, Supplies, Mileage, Expendables for Water Study	\$ 200.00
1.5	Perform Site Surveys	
1.5.1	Plat/Property Research	\$ 300.00
1.5.2	Identify Land Ownership	\$ 120.00
1.5.3	Property Corner Search	\$ 960.00
1.5.4	Horizontal/Vertical Control	\$ 960.00
1.5.5	Main Line Route Survey	\$ 2,880.00
1.5.6	Private Utility Coordination	\$ 240.00
1.5.7	Drafting Survey Information/Set up Design Sheets	\$ 1,200.00
1.5.8	Field Check Survey Information	\$ 300.00
1.6	Identify ROW and Easements Needs	\$ 380.00
1.7	Preliminary Opinion of Probable Cost	\$ 1,000.00
1.8	Perform Geotechnical Investigation	\$ 2,992.00
1.9	Prepare Preliminary Plans	
1.9.1	Plans Title Sheet	\$ 120.00
1.9.2	Preliminary Plan and Profile Sheets (3)	\$ 1,720.00
1.10	Attend Submittal Review Meeting with City Staff	\$ 620.00
1.11	Attend Public Works and Council Meetings as necessary (Not Needed)	0
1.12	Develop and Distribute Advisory Letter/Questionnaire	\$ 190.00
1.13	Property Owner One on One Meetings	\$ 570.00
1.14	Reimbursables, Printing, Supplies, Mileage, Expendables for Prelim Design	\$ 200.00
TOTAL FOR TASK 1-PRELIMINARY DESIGN		\$ 26,077.00

TASK 2- FINAL DESIGN		
2.1	Address City Comments from Task 1 and Final Review	\$ 1,240.00
2.2	Prepare Final Easement Exhibits/ROW Plats/Assist with Acquisition	\$ 460.00
2.3	Determine Removal Limits with City Project Manager	\$ 190.00
2.4	Coordinate with Geotechnical Engineer	\$ 190.00
2.5	Incorporate design features to meet the required ADA standards-Not a work task with assignable hours.	0
2.6	Incorporate Erosion and Sediment Control Items	\$ 310.00
2.7	Provide Erosion and Sediment Control Plans	\$ 550.00
2.8	Not Needed-No Federal Funding	0
2.9	Final Design Report	\$ 1,075.00
2.10	Final Design Submittal-Hours Included in Other Tasks	0
2.11	Final Revisions	\$ 2,625.00
2.12	Prepare Plans	

EXHIBIT B
TASK SCHEDULE-ESTIMATED MAN-HOURS AND FEES
DAKOTA DRIVE WATER MAIN RECONSTRUCTION
Project No. W10-1894 / CIP No. 50399

2.12.1	65% Submittal Plans	
2.12.1.1	Title Sheet (1 Sheet)	\$ 60.00
2.12.1.2	Project General Notes Sheets	\$ 860.00
2.12.1.3	Survey Control Sheet / Horizontal/Vertical and Alignment Data	\$ 310.00
2.12.1.4	Demo Sheets (3 sheets) Includes limits review with City Project Manager	\$ 525.00
2.12.1.5	Plan and Profile Sheets (3 sheets)	\$ 1,480.00
2.12.1.6	Surfacing Sheets (3 sheets)	\$ 430.00
2.12.1.7	Construction Sequencing	\$ 740.00
2.12.1.8	Standard Details (2 sheets)	\$ 310.00
2.12.9	Corrosion Control and Details	\$ 1,360.00
2.12.2	95% Submittal Plans	
2.12.2.1	Title Sheet (1 Sheet)	\$ 60.00
2.12.2.2	Project General Notes Sheets	\$ 550.00
2.12.2.3	Survey Control Sheet / Horizontal/Vertical and Alignment Data	\$ 215.00
2.12.2.4	Demo Sheets (3 sheets) Includes limits review with City Project Manager	\$ 215.00
2.12.2.5	Plan and Profile Sheets (3 sheets)	\$ 1,050.00
2.12.2.6	Surfacing Sheets (3 sheets)	\$ 335.00
2.12.2.7	Construction Sequencing	\$ 500.00
2.12.2.8	Standard Details (2 sheets)	\$ 120.00
2.12.2.9	Corrosion Control and Details	\$ 620.00
2.13	Plan Documents Adhere to Current City Guidelines-Not a Work Task	0
2.14	Staking Information-Included in Plans Survey Control Task	0
2.15	Property Control Drawings (1 sheet)	\$ 490.00
2.16	Temporary Traffic Control (2 sheets)	\$ 860.00
2.17	Private Utility Coordination	\$ 285.00
2.18	Meet City Requirements/Secure Exceptions	\$ 380.00
2.19	Detailed Specification Manual and Bid Form	\$ 615.00
2.20	Prepare Permits and Exhibits	\$ 310.00
2.21	Identify Permits and Costs	\$ 95.00
2.22	Prepare Opinion of Probable Cost	\$ 1,000.00
2.23	Deliverables to City Not Separate Task-Hours/Costs Included in Other Tasks	0
2.24	Plans and Specifications Certificate	\$ 95.00
2.25	Design Exception Requests (Included in Task 2.18)	0
2.26	City Submits Final Documents to DENR (Not a Consultant Task)	0
2.27	Reimbursables, Printing, Supplies, Mileage, Expendables	\$ 500.00
TOTAL FOR TASK 2-FINAL DESIGN		\$ 21,010.00

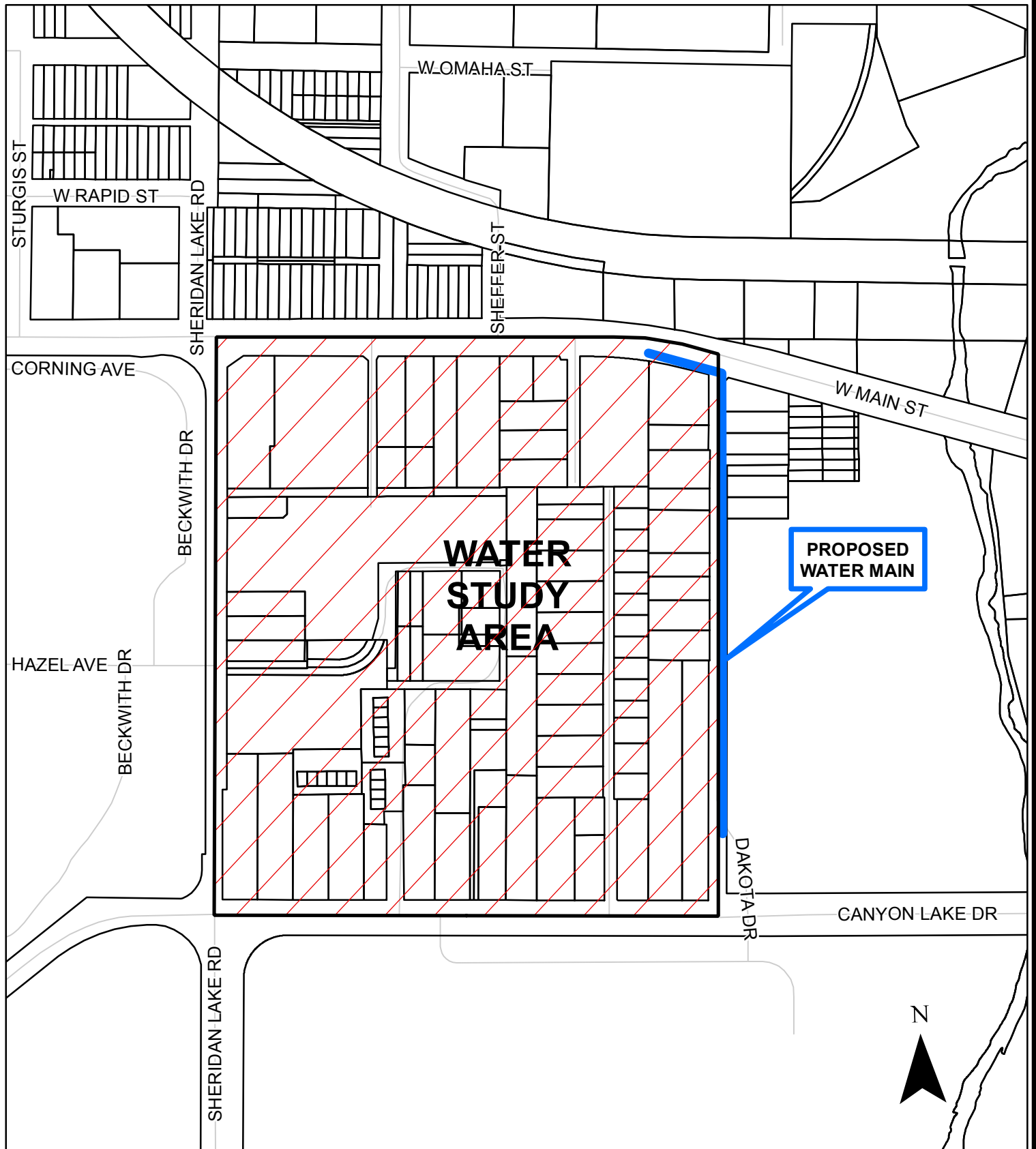
TASK 3 - BIDDING SERVICES		
Task 3	Bidding Phase	
3.1	Information to City for Advertising Authority	\$ 95.00
3.2	Provided Hard Copy & PDF Plans-Submitted with Task 2 above	0
3.3	Prebid Meeting	\$ 190.00
3.4	Prepare and Issue Addenda	\$ 930.00
3.5	Attend Public Works Committee and Council Meetings as Required (Not Needed)	0
3.6	Bid Tabulations, Review and Recommendation	\$ 310.00
3.7	Review Contracts and Submit to City for Approval and Signature	\$ 95.00
TOTAL FOR TASK 3-BIDDING PHASE		\$ 1,620.00

TOTAL ALL TASKS 1 - 3	\$ 48,707.00
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EXHIBIT C**FMG ENGINEERING****RATE SCHEDULE****FOR****DAKOTA DRIVE WATER MAIN RECONSTRUCTION****PRELIMINARY DESIGN, FINAL DESIGN AND BIDDING SERVICES****PROJECT NO. W10-1894 / CIP NO. 50399**

<u>PERSONNEL</u>	<u>RATE</u>
FMG ENGINEERING	
Professional Engineer – Principal	\$120.00/hr
Professional Engineer – Senior Engineer	\$95.00/hr
Senior Materials Specialist – Principal	\$85.00/hr
Soils Technician	\$50.00/hr
Computer Drafting Technician	\$60.00/hr
Registered Land Surveyor	\$75.00/hr
Survey Crew	\$120.00/hr
Senior Field Geologist	\$75.00/hr
Drill Rig Operator	\$50.00/hr
Clerical	\$45.00/hr
<u>VEHICLES & EXPENSES</u>	
Mobilization (support vehicle)	\$0.65/mile
Drill Rig Mobilization	\$2.50/mile
Drill Rig Operation	\$50.00/hr
Travel Costs - air, lodging, transport, meals, etc.	cost
Document/Plans Reproduction	cost

EXHIBIT A



DAKOTA DRIVE WATER MAIN RECONSTRUCTION
PROJECT NO. W10-1894

CIP NO. 50399