

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

**Date:** June 6, 2011

**Project Name & Number:** Seger Drive / Dyess Avenue Sanitary Sewer Extension Phases 1 & 2      **CIP #:** 50277.1.1  
 Project No. SS11-1946 / CIP # 50277.1.1      50277.1.2  
 Project No. SS11-1947 / CIP # 50277.1.2

**Project Description:** To provide construction administration services.

**Consultant:** Ferber Engineering Company, Inc.

<b>Original</b>	<b>Original</b>	<b>Original</b>
<b>Contract Amount:</b> \$249,930.00	<b>Contract Date:</b> June 21, 2011	<b>Completion Date:</b> January 16, 2012

**Addendum No:**

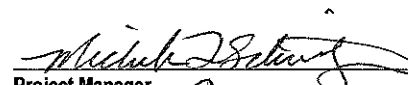
**Amendment Description:**


<b>Current Contract Amount:</b> \$249,930.00	<b>Current Completion Date:</b> January 16, 2012
<b>Change Requested:</b> \$0.00	
<b>New Contract Amount:</b> \$249,930.00	<b>New Completion Date:</b> _____

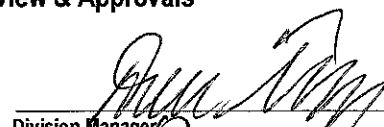
**Funding Source This Request:**


Amount	Dept.	Line Item	Fund	Comments
\$249,930.00	834	4223	604	0.16 funds to be transferred to 0834 for this project.
	<b>Total</b>			

### Agreement Review & Approvals

 \_\_\_\_\_ **Project Manager**  
 Date: 6/6/11

 \_\_\_\_\_ **Compliance Specialist**  
 Date: 6/7/11

 \_\_\_\_\_ **Division Manager**  
 Date: 6-6-11

 \_\_\_\_\_ **Department Director**  
 Date: 6-8-11

\_\_\_\_\_  
 City Attorney      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)

	<b>Date</b>	<b>Initials</b>	<b>Approved</b>	
<b>Appropriation</b>			<b>Y</b>	<b>N</b>
<b>Cash Flow</b>			<b>Y</b>	<b>N</b>

**Agreement Between City of Rapid City and Ferber Engineering Company, Inc.  
for Professional Services for Seger Drive / Dyess Avenue Sanitary Sewer  
Extension Phases 1 & 2,  
Project No. SS11-1946 / CIP No. 50277.1.1  
Project No. SS11-1947 / CIP No. 50277.1.2**

AGREEMENT made June 21, 2011, between the City of Rapid City, SD (City) and Ferber Engineering Company, Inc., (Engineer), located at 729 East Watertown Street, Rapid City, SD 57701. City intends to obtain services for Seger Drive / Dyess Avenue Sanitary Sewer Extension Phases 1 & 2, Project No. SS11-1946, CIP No. 50277.1.1 and Project No. SS11-1947, CIP No. 50277.1.2. 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 Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.



If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.

- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer's documentation will be in a format consistent with general accounting procedures.
- 4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.
- 4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding sub-contractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials



may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.

- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

#### 4.2 **City of Rapid City NonDiscrimination Policy Statement**

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

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

This section shall be binding on all subcontractors or suppliers.



## **Section 5—Payments to the Engineer**

### **5.1 Schedule of Pay Rates**

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer's hourly 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 \$249,930.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

### **5.3 Progress Payments**

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month 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 based on the following schedule:

Notice to Proceed – June 21, 2011

Phase 1 Preliminary Design Services Submittal – July 29, 2011

Phase 1 95% Design Submittal – August 26, 2011

Phase 1 Final Design Submittal – September 8, 2011

Phase 1 Bid Letting – September 27, 2011

Phase 1 Construction Complete – May 15, 2012

Phase 2 Preliminary Design Services Submittal – September 23, 2011

Phase 2 95% Design Submittal – October 21, 2011

Phase 2 Final Design Submittal – November 23, 2011

Phase 2 Bid Letting – January 16, 2012

Phase 2 Construction Complete – October 31, 2012



## **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, 7<sup>th</sup> 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

\_\_\_\_\_  
Ferber Engineering Company, Inc.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
FINANCE OFFICER

**Reviewed By:**

*Michelle Schweitzer*  
\_\_\_\_\_  
Michelle Schweitzer, PROJECT MANAGER

DATE: 2/6/11

**City's Designated Project Representative:**

**Engineering Firm's Designated Project Representative:**

NAME Michelle Schweitzer  
PHONE 605-394-4154  
EMAIL michelle.schweitzer@rcgov.org

NAME John Van Beek  
PHONE 605-343-3311  
EMAIL johnvanbeek@ferberengineering.com



**SEGER DRIVE / DYESS AVENUE SANITARY SEWER EXTENSION PHASES 1 and 2  
SS11-1946 CIP 50277.1.1 and SS11-1947 CIP 50277.1.2**

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**EXHIBIT A**

The City has determined the need to procure professional services of Preliminary Design Services, Final Design Services, Bidding Services, Basic Construction Services, and Expanded Construction Services for the Seger Drive / Dyess Avenue Sanitary Sewer Extension Phases 1 and 2 Projects.

Services provided will include the design of a sanitary trunk sewer in Seger Drive from the existing trunk sewer located approximately 740 feet west of the intersection of Seger Drive and Dakota Craft Drive and extend along Seger Drive to 143<sup>rd</sup> Ave. The trunk sewer will be designed to accommodate a future sanitary sewer extension to eliminate the Country Road Lift Station. In addition, an intersecting collector sewer main will extend south from the intersection of Seger Drive and Dyess Avenue along Dyess Avenue. This sewer main will provide sanitary sewer to existing businesses along Dyess Avenue and a dry sewer constructed as a part of the Northstar Subdivision.

Tasks 1 through 3 presented in this Exhibit are "Standard" items, requested by the City. Tasks 4 and 5 (not shown) are "Standard" construction tasks and, at the City's request, will be completed for this Project by Ferber Engineering Company, Inc., with scope and budget to be negotiated prior to the completion of Task 3.

**TASK 1 - PRELIMINARY DESIGN SERVICES:**

- 1.1 Kick-off Conference: The Engineer shall meet with City staff to detail project concept and scope. The Engineer shall prepare an agenda, take minutes, and distribute minutes.
- 1.2 Review background information listed in the Request for Proposals, and any other resources as necessary.
- 1.3 Initial utility coordination/location meeting.
- 1.4 Develop and distribute a survey questionnaire to property owners adjacent to proposed construction areas. The questionnaire will be developed to obtain information on site-specific concerns such as septic systems, service line locations, drainage issues, special needs such as access considerations during construction, or history of utility or infrastructure problems at the property.
- 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. Detailed survey limits will include the Seger Drive and Dyess Avenue corridors and added areas necessary to establish adequate designs of sanitary service connections and project area drainage crossings.
- 1.6 Engineer will provide the following geotechnical services through Subconsultant contract with American Engineering Testing, Inc.
  - 1.6.1 Soil borings to required depth throughout project limits.

**SEGER DRIVE / DYESS AVENUE SANITARY SEWER EXTENSION PHASES 1 and 2**  
**SS11-1946 CIP 50277.1.1 and SS11-1947 CIP 50277.1.2**

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- 1.6.2 Prepare 30 year pavement design with lifecycle cost analysis for both PCC and Asphalt pavement.
- 1.6.3 Prepare a report summarizing lab testing and provide recommendations.
- 1.7 Project Area City Infrastructure Investigation
  - 1.7.1 Sanitary Sewer
    - 1.7.1.1 Engineer will compile sanitary sewer flows from previous studies, address need for future parallel trunk main and summarize estimated flows vs. percentage of development.
    - 1.7.1.2 Engineer will complete a large diameter sewer materials, trench foundation and hydrogen sulfide investigation / evaluation.
    - 1.7.1.3 Engineer will work with City to evaluate project area service connection locations and appropriate allocation of design flows.
    - 1.7.1.4 Engineer will prepare a conceptual design of the sanitary sewer extension north in 143<sup>rd</sup> Street and associated connection to Country Road Lift Station. Engineer provide conceptual plan, profile and cross section sheets.
    - 1.7.1.5 Engineer will identify area serviceable by 143<sup>rd</sup> Street sewer extension.
    - 1.7.1.6 Engineer will compare and evaluate serviceable sewer area with flood plain boundary identified in item 1.7.3 below.
  - 1.7.2 Water
    - 1.7.2.1 No additional water infrastructure investigation is necessary as part of this project.
    - 1.7.2.2 Engineer will investigate installation of pipe crossings with sizing based on the Rapid City Utility System Master Plan.
  - 1.7.3 Drainage
    - 1.7.3.1 Engineer will develop a drainage technical memo encompassing area north of Seger Drive, west of 143<sup>rd</sup> Street and south of Country Road for purposes of sizing the major drainage crossings of 143<sup>rd</sup> Street.
    - 1.7.3.2 Engineer will identify approximate flood plain of area described above.
    - 1.7.3.3 Engineer will quantify wetlands within disturbance limits of the Seger Drive and Dyess Avenue Sewer Extensions. Engineer will coordinate with USACE and prepare 404 permit application(s). Coverage under the Nationwide Permit is anticipated. If Nationwide Coverage is not possible, the necessary mitigation plan development, permit application preparation and wetland mitigation monitoring will be completed under separate agreement.
  - 1.7.4 Street
    - 1.7.4.1 Engineer will develop conceptual Design of 143<sup>rd</sup> Street from Seger Drive to Country Road.
    - 1.7.4.2 Engineer will evaluate the conceptual street design grading and its associated impacts on the sanitary sewer serviceable area, flood plain, etc.

**SEGER DRIVE / DYESS AVENUE SANITARY SEWER EXTENSION PHASES 1 and 2**  
**SS11-1946 CIP 50277.1.1 and SS11-1947 CIP 50277.1.2**

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1.7.5 Lighting

1.7.5.1 Coordinate street lighting efforts with West River Electric.

1.7.5.2 Investigate lighting / utility trench options and associated impacts on the proposed street reconstruction of Seger Drive and Dyess Avenue.

- 1.8 Prepare Project Design Report: The Engineer shall establish and indicate project specific design criteria and standards within the Project Design Report. The Engineer shall submit all design assumptions for typical section (pavement width, sidewalk location, sanitary sewer main location, etc), 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, 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. The Project Design Report shall include a preliminary sanitary sewer design including plan and profile sheets and a sanitary sewer report for the entire project area and the upstream sewer to the Country Road Lift Station; preliminary urban arterial road design for Seger Drive from the west end of the I-90 Heartland Business Park to 143rd Street, and Dyess Avenue; preliminary rural arterial design for the same location; (45MPH design speed). The Engineer shall include an evaluation of how the rural arterial road section will be converted to an urban arterial road section and shall incorporate into the design any findings that will ease that transition in the future; the phase 1 design will include the grading for the ultimate urban arterial section, however, gravel manhole access will be constructed rather than a paved street; a gate limiting access to the access road will be incorporated into the phase 1 design; preliminary drainage report analyzing the upstream drainage as it affects the sanitary sewer depths, culvert crossings within the Seger Drive and Dyess Avenue right of ways and recommendations for downstream improvements. 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.
- 1.9 Prepare preliminary opinion of probable construction costs for the project.
- 1.10 Prepare preliminary plan and profile sheets including locations of existing and new utilities and street alignment. Show existing utilities locations with probable depths.
- 1.11 Identify right-of-way (ROW), permanent and temporary construction easements acquisition needs. Include size and extent of such ROW and easements.
- 1.12 Attend submittal review meeting with City staff.
- 1.13 Attend Public Works and Council meetings as necessary.

**SEGER DRIVE / DYESS AVENUE SANITARY SEWER EXTENSION PHASES 1 and 2**  
**SS11-1946 CIP 50277.1.1 and SS11-1947 CIP 50277.1.2**

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**TASK 2 - FINAL DESIGN SERVICES:**

- 2.1 Address City comments from the Task 1 City review(s) and finalize Project Design Report. Provide three (3) copies and a pdf file.
- 2.2 Arrange and conduct individual meetings with affected property owners. Tabulate owners concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.
- 2.3 Facilitate permanent and/or temporary construction easement acquisition, and obtain property owner contact information, prepare easement and ROW exhibits as necessary, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings. The City will prepare the necessary legal documents. The Engineer will not negotiate compensation for easements with property owners.
- 2.4 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. 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.
- 2.5 Determine removal limits with approval of City of Rapid City representative.
- 2.6 Arrange and conduct a public open house with affected area residents and property owners. 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. Limits of open house mailing will be bounded by LaCrosse Street on the west, Elk Vale Road on the east, Mall Drive on the south, and Country Road on the north. Tabulate the public comments and concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.
- 2.7 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.
  - 2.7.1 Plans documents shall adhere to current City of Rapid City guidelines.
  - 2.7.2 Staking information shall include the following as necessary:
    - 2.7.2.1 Station offsets or coordinates for all items of work requiring field staking
    - 2.7.2.2 Coordinates and description of inter-visible control points with benchmark information.
  - 2.7.3 Provide project layout to include lot lines (front and side) and addresses of all properties adjacent to construction.
  - 2.7.4 If desiring exceptions from City requirements or specifications, Engineer will request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exceptions

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- ~~2.8 Incorporate design features as necessary in accordance with ADA compliance memo developed by the City.~~
- 2.9 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. Actual location and spacing of specific items will be the responsibility of the construction contractor. Traffic control for the project will be bid, quantified and paid for in accordance with the Rapid City Standard Specifications.
- 2.10 Provide full Erosion and Sediment Control Plans, and include the appropriate bid items in the bidder's proposal.
- 2.11 Complete the, "Flood Management Project Water Quality Impact Assessment Checklist Form", and incorporate applicable measures within the construction documents as necessary.
- 2.12 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Material types and material specific items will be included as a detailed specification.
- 2.13 Prepare applicable permits with exhibits required for the City. 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.
- 2.14 Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 2.15 Deliver the following:
- Provide complete plans on CD compatible with current AutoCAD Release.
    - 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 current version of Microsoft Word.
  - Provide a unit price cost estimate on CD in current version of Microsoft Excel on the City of Rapid City "Engineer's Estimate" form.
    - Provide Engineer's Estimate of probable construction costs as a component of this submittal.
- 2.15.1 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.
- 2.15.2 Provide three (3) copies of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of



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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 Engineer believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.

- ~~2.16 Provide and make submittals for review by the Rapid City Planning Commission per SDCL §11-6-19 submittal if required. Provide supplemental information and attend Planning Commission meetings as necessary to present the project or to respond to any questions or concerns.~~
- 2.17 Address 100% submittal staff comments as necessary.
- 2.18 The Engineer shall submit plans and specifications to the Department of Environment and Natural Resources for approval, and shall address any comments or corrections required.

**TASK 3 – BIDDING 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 hardcopy of the plans/drawings to the City of Rapid City at 22" x 34" scale. Include pdf files required for plans reproduction of both full size and half size prints. Review a test print of final plans prior to reproduction.
- 3.3 Conduct a Pre-bid Conference. Record attendance and minutes.
- 3.4 Respond to bidders questions throughout the advertising process.
- 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 Review and certify the Bid Tab prepared by the City.
- ~~3.9 Prepare an award recommendation letter to the City of Rapid City project manager.~~
- ~~3.10 Review construction contract documents and supporting information 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.~~

**PROJECT TEAM, MEETINGS, AND SUBMITTALS**

Project team members will include:

- Ferber Engineering Company, Inc.
  - American Engineering Testing, Inc.
- City Engineering Services staff
- Operations Division staff
  - Utility Maintenance Division (Service area and O&M related issues)
  - Street Division
  - ~~Water Division~~
  - Water Reclamation Division

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Engineer will attend the following meetings:

- Kick-off meeting, Task 1
- Project Design Report and Preliminary Plans and Specifications submittal review meeting, Task 1
- Initial Utility Coordination Meeting, Task 1
- Property owners meetings
- Project Open House
- Private Utility coordination meeting, Task 2
- 100% Plans, Specifications, and Contract Documents review, Task 2
- Pre bid Conference, Task 3
- Committee and Council Meetings as required, All Tasks

Engineer will make the following submittals:

- Kick-off meeting, Task 1 meeting minutes
- Project Design Report and Preliminary Plans Review Submittal, Task 1 including meeting minutes
- Final Project Design Report, Task 2 including meeting minutes
- 100% complete plans, specifications, contract documents, and opinion of probable construction cost Contract Documents Review, Task 2 including meeting minutes
- Public meeting minutes
- Property owners meeting minutes
- Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost, Task 2
- Pre-bid conference meeting minutes, Task 3

The Engineer will allow 10 working days for City review of the Project Design report and Preliminary Plans review submittal, and the 100% complete plans; specifications; contract documents; and opinion of probable construction cost Contract Documents submittal.

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**EXHIBIT B**

<b>TASK</b>	<b>Task Description</b>	<b>Task Total</b>
<b>1.0</b>	<b>Preliminary Design Services</b>	
1.1	Kickoff Conference	\$1,120.00
1.2	Review background Information	\$4,060.00
1.3	Initial utility coordination/location meeting	\$1,320.00
1.4	Develop and distribute survey questionnaire	\$2,000.00
1.5	Route and Topographic Survey	\$34,490.00
1.6	Geotechnical Investigation	\$14,120.00
1.7	Project Area City Infrastructure Investigation	\$50,930.00
1.8	Project Design Report	\$12,310.00
1.9	Preliminary Opinion of Construction Cost	\$2,560.00
1.10	Preliminary Plan and Profile	\$23,440.00
1.11	Identify ROW and easement needs	\$3,720.00
1.12	Submittal Review Meeting	\$1,240.00
1.13	Public Works and Council meetings as necessary	\$460.00
	<b>TASK 1 Subtotal</b>	<b>\$151,770.00</b>
<b>2.0</b>	<b>Final Design Services</b>	
2.1	Finalize Project Design Report	\$5,050.00
2.2	Property Owner Meetings	\$9,840.00
2.3	ROW and easement acquisition	\$7,840.00
2.4	Utility Company coordination	\$2,640.00
2.5	Determine Removal Limits	\$1,560.00
2.6	Public Open House	\$3,690.00
2.7	Prepare Project Plans and Specifications	\$26,340.00
2.8	Incorporate ADA compliance items	\$0.00
2.9	Prepare Conceptual Traffic Control Plans	\$5,640.00
2.10	Prepare full Erosion and Sediment Control Plans	\$7,640.00
2.11	Flood Management Water Quality Impact Assessment	\$880.00
2.12	Prepare Detailed Specifications	\$3,760.00
2.13	Prepare/Identify permits and exhibits	\$1,060.00
2.14	Final Engineers Estimate of Construction Cost	\$2,200.00
2.15	Final Design Services Submittal	\$5,300.00
2.16	11-6-19 Submittal (Not Required)	\$0.00
2.17	Address 100% Staff Comments	\$1,740.00
2.18	DENR Submittal and Address Comments	\$550.00
	<b>TASK 2 Subtotal</b>	<b>\$85,730.00</b>

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**EXHIBIT B**

<b>TASK</b>	<b>Task Description</b>	<b>Task Total</b>
<b>3.0</b>	<b><i>Bidding Services (2 Biddable Projects)</i></b>	
3.1	<i>Advertising Authority Coordination</i>	\$660.00
3.2	<i>Submit reproducible plans/specifications</i>	\$1,530.00
3.3	<i>Pre Bid Conference</i>	\$1,460.00
3.4	<i>Address bidders questions through advertisement</i>	\$3,660.00
3.5	<i>Issue Addenda</i>	\$3,760.00
3.6	<i>Bid Opening</i>	\$0.00
3.7	<i>Public Works and Council Meetings as necessary</i>	\$340.00
3.8	<i>Review and Certify Bid tab</i>	\$1,020.00
3.9	<i>Award Recommendation</i>	\$0.00
3.10	<i>Review Construction Contract</i>	\$0.00
	<b><i>TASK 3 Subtotal</i></b>	<b>\$12,430.00</b>

**Maximum Limiting Fee    \$249,930.00**

NOTE: Although dollar values have been provided for each task, FEC shall retain the right to reallocate monies to other tasks, subject to the limiting maximum fee as shown above.

LS items will be billed as a lump sum.

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**EXHIBIT C**

**2011 SCHEDULE OF CHARGES**

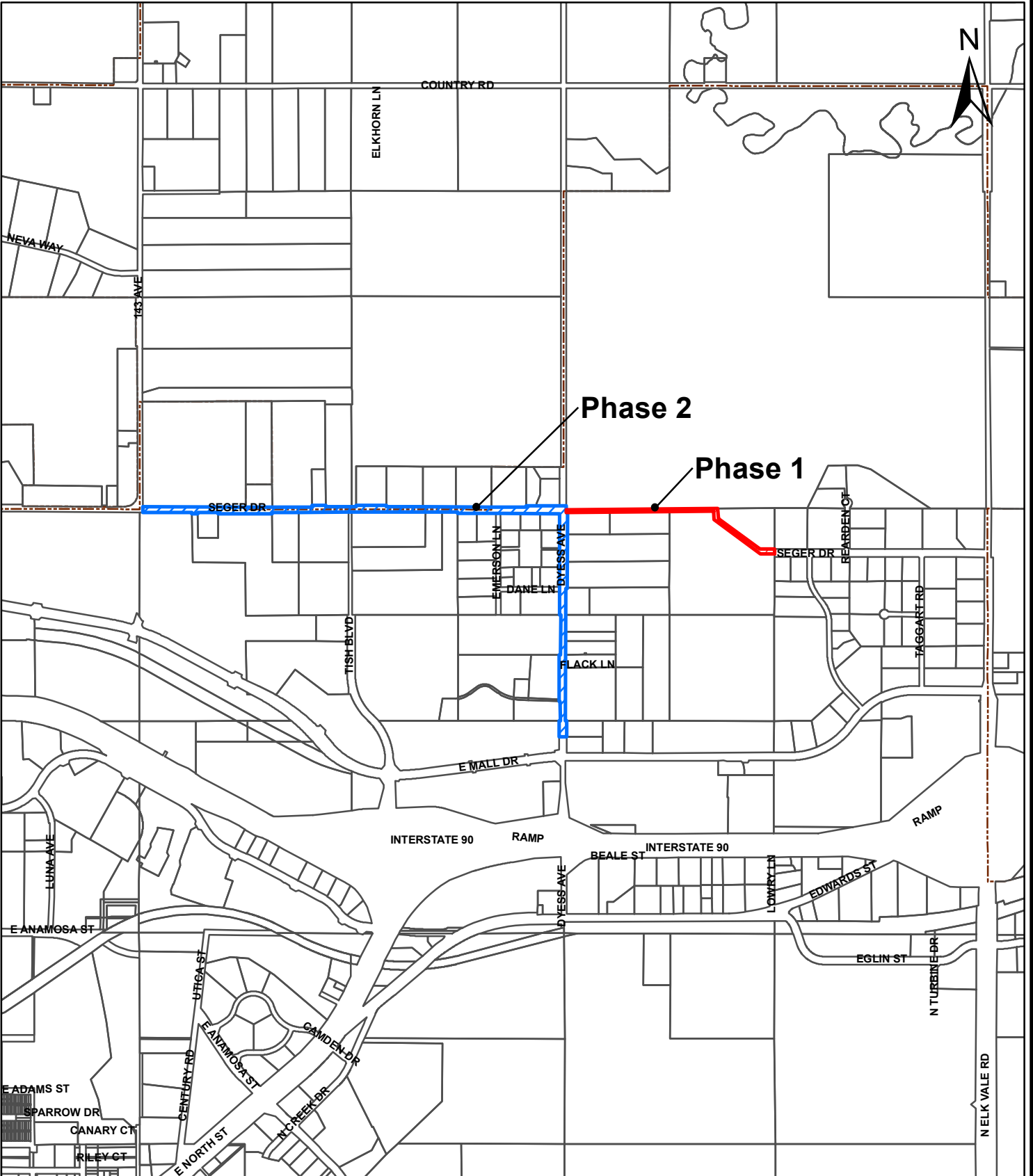
**FERBER ENGINEERING COMPANY, INC.**

<b><u>EMPLOYEE CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal-In-Charge	\$120.00
Registered Land Surveyor	\$120.00
Principal Professional Engineer	\$110.00
Professional Engineer II	\$80.00
Professional Engineer I	\$70.00
GIS Professional	\$75.00
Graduate Engineer II	\$65.00
Graduate Engineer I	\$60.00
Senior Technician	\$75.00
Technician II	\$60.00
Technician I	\$55.00
Drafter	\$50.00
Clerical	\$60.00

**AMERICAN ENGINEERING TESTING, INC.**

Senior Geotechnical Engineer	\$130.00
Geotechnical Engineer	\$90.00
Materials Engineer	\$85.00
Senior Field Technician	\$70.00
Draft Person	\$65.00
Field Technician	\$52.00
Clerical	\$42.00
2-Man Drill Crew & CME 75 Rig	\$185.00

EXHIBIT A



**SEGER DR. & DYESS AVE. SANITARY SEWER EXTENSION**  
**PHASE 1 PROJECT NO. SS11-1946      CIP NO. 50816.1-1**  
**PHASE 2 PROJECT NO. SS11-1947      CIP NO. 50277.1-2**