

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

Date: June 7, 2011

Project Name & Number: Mount Rushmore Road Utilities Reconstruction
Project No. SSW11-1926

CIP #: 50840

Project Description: Professional Services for the 35% design, Project Design Report, individual property owner meetings and coordination with private utilities and SDDOT for the of Landscaping and Utility improvements to be built concurrently with the SDDOT Reconstruction Project.

Consultant: CETEC Engineering Services, Inc.

Original Contract Amount: \$176,959.50

Original Contract Date: June 21, 2011

Original Completion Date: March 30, 2012

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
\$40,000.00	833	4223	604	
\$20,000.00	933	4223	602	
\$10,000.00	8910	4223	505	
\$20,000.00	8911	4223	505	
\$86,959.50	132	4223	107	Vision 2012
\$176,959.50	Total			

Agreement Review & Approvals

[Signature] 6/7/11
Project Manager Date

[Signature] 6-7-11
Division Manager Date

[Signature] 6/7/11
Compliance Specialist Date

Department Director Date

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)

Date	Initials	Approved
Appropriation		Y N
Cash Flow		Y N

**Agreement Between City of Rapid City and CETEC Engineering Services, Inc.
for Professional Services for Mount Rushmore Road Utilities Reconstruction,
Project No. SSW11-1926 / CIP No. 50840**

AGREEMENT made **September 6, 2011**, between the City of Rapid City, SD (City) and CETEC Engineering Services (Engineer), located at 1560 Concourse Drive, Rapid City, 57703. City intends to obtain services for Mount Rushmore Road Utilities Reconstruction, Project No. SSW11-1926, CIP No.50840. 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, B and D, 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 **\$176,959.50** 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:	September 7, 2011
35% Submittal:	May 25, 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 Engineer agrees to hold the City harmless from any liability, including additional premium due because of the Engineer'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

Therese Schell
CETEC Engineering Services, Inc.

DATE: _____

DATE: 6/7/11

ATTEST:

FINANCE OFFICER

Reviewed By:

Todd Peckosh
Todd Peckosh, PROJECT MANAGER

DATE: 6/3/11

City's Designated Project Representative:

Engineering Firm's Designated Project Representative:

NAME Todd Peckosh, PE
PHONE 394-4154
EMAIL todd.peckosh@rcgov.org

NAME Rich Marsh, PE
PHONE 341-7800
EMAIL richm@cetecengineering.com



EXHIBIT A

Mount Rushmore Road Utilities Reconstruction Tower Road to Saint Patrick Street Project No. SSW11-1926 CIP 50840

SCOPE OF SERVICES

The City of Rapid City proposes to reconstruct subsurface utilities in conjunction with the South Dakota Department of Transportation's proposed reconstruction of US Highway 16 (Mt. Rushmore Road) from Tower Road north to Saint Patrick Street project number P 0016(78)67 PCN 01TH. Primary work includes replacement of water mains, sanitary sewer mains and storms sewers. Also included are landscape enhancements through Vision 2012 funding, as well as coordination of City infrastructure needs with the SDDOT reconstruction project. Proposed work for the SDDOT Project includes: Grading, PCC Paving, Storm Sewer, Curb & Gutter, Roadway Lighting and Traffic Signals. The DOT project has been programmed for the year 2014.

CETEC Engineering Services, Inc. submitted a proposal, interviewed with City Staff and was selected to complete the design tasks requested in the RFP. The City of Rapid City has requested that CETEC complete Task 1 – Preliminary Design Services through 35% with this contract. A separate contract amendment will be required to complete Task – 2 Final Design Services and Task – 3 Bidding Services as requested in the RFP. If requested by the City of Rapid City, a separate contract amendment will also be executed for Tasks 4 and 5, Basic and Expanded Construction Services, respectively.

Below are project outlines that list anticipated work items for each task:

TASK 1 - PRELIMINARY DESIGN SERVICES

- 1.1 Kick-off Conference with meeting minutes. Project team will meet with City staff to review the project.
- 1.2 Review Project Background Information. Project team will review and compile available City of Rapid City information including but not limited to water and sewer cards, background images for plan preparation, water and sewer GIS, SDDOT provided survey
- 1.3 Perform Site Surveys for information within and outside of SDDOT provided survey. Team will complete courthouse research as needed for plats, property owner identification, supplemental topographic survey, upstream and downstream inverts for drainage review, develop base plan in accordance with City of Rapid City criteria and perform a field check of the data.
- 1.4 Develop and distribute survey questionnaire to property owners, summarize results, and provide project information to the City of Rapid City for a project website.
- 1.5 Recommend location and extent of geotechnical services and coordinate sub consultant geotechnical investigations and reporting. Stake and survey borehole locations.
- 1.6 35% Submittal
 - Preliminary opinion of probable construction costs.

- Preliminary Plan and Profile Sheets with water, sewer, storm sewer.
 - Concepts for potential landscaping components.
 - Draft Project Design Report.
 - Existing ROW location and necessary easements.
 - Plans (11X17 for SDDOT Bid Letting Process).
- 1.7 35% Submittal Review Meeting with meeting minutes (1 meeting).
- 1.8 Attend Public and/or property owners meetings.
- Preliminary design meeting with SDDOT (1 meeting).
 - Landowner meetings with SDDOT (est. 40-1hr meetings).
 - Landowner follow up meetings (est. 40-1hour meetings).
 - Meetings with Rapid City Parks Department (1 meeting).
 - Meetings with Mt. Rushmore Group (1 meeting).
 - Public Works, Legal and Finance, and City Council (1 meeting each, 3 total).
 - Meeting with City Design Staff. (2 meetings).
- 1.9 Project Layout, including lot lines, addresses, owner occupied or rental outside of SDDOT project limits.

SUBMITTALS (Task 1)

- A. Meeting minutes for all meetings that Engineer attends on behalf of the City of Rapid City.
- B. Preliminary Design Report (3 copies) to include review of existing design data, reports, drawings, specifications, engineer's estimate and provide general project discussion.
- C. 35% plans, specs, and opinion of probable construction cost documents.
- D. Public meeting minutes.
- E. Property owner meeting minutes.
- F. Open house comments/concerns with recommendations for inclusion or exclusion on the project.

ADDITIONAL SERVICES

Additional Services Requiring Owner's Advance Written Authorization. If authorized in writing by Owner, Engineer shall furnish or obtain from others, additional services of the types listed below.

- A. Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals

of authorities having jurisdiction over the anticipated environmental impact of the Project (which are not part of Basic Services).

- B. Preparation of traffic impact studies or traffic capacity analysis.
- C. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
- D. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Exhibit A.
- E. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
- F. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- G. Furnishing services of Engineer's Consultants for other than Services identified in Exhibit A.
- H. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- I. Preparing additional Bidding Documents or Contract Documents for work outside of the scope identified in Exhibit A requested by Owner for the Work or a portion thereof.
- J. Assistance in connection with Bid protests, re-bidding, or renegotiating contracts for construction, materials, equipment, or services. Re-bidding or renegotiating contracts to reduce the contract costs to funds available shall be considered Additional Services.
- K. Providing Construction Phase services, Construction Staking services, and Project Record Documents.

- L. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- M. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner other than those outlined in Exhibit A.
- N. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
- O. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
- P. Structural design of retaining walls and bridge elements. Primary design for retaining walls and grades on the project shall be completed by the SDDOT.

PROJECT SCHEDULE

Notice to Proceed September 2011
Preliminary Design Meeting with DOT February 2012
Project Public Meetings March 2012
35% Design Submittal May 2012

EXHIBIT B

PRELIMINARY DESIGN SERVICES for
Mount Rushmore Road Utilities Reconstruction - Tower Road to Saint Patrick Street
Project No. SSW11-1926 / CIP 50840
CETEC Engineering Services, Inc.
TASK SCHEDULE
 May 17, 2011

TASK 1 - PRELIMINARY DESIGN SERVICES		Task Cost
1.1	Kick-off conference. -meeting minutes	\$ 1,380.00
1.2	Assemble and review background information-plans -Obtain and review water and sewer service cards -Master Plan Review Existing DOT Plan Retrieval - plan organization	\$ 4,037.00
1.3	Site Survey and Prepare Base Plan -Courthouse research as needed -Property Owner/ Tenant identification -supplemental field topographic survey to DOT Base Plan -survey for off-street parking evaluation locations -survey upstream and downstream elements for drainage review -develop base plan -field check -Site Visit & Photograph -Prepare material library (visual library of existing and proposed elements)	\$ 22,205.00
1.4	Develop and distribute a survey questionnaire to property owners -summarize results and make recommendations to City -provide project information for City Website	\$ 3,247.00
1.5	Geotechnical Services coordination -Stake/paint bore hole locations & survey final location Geotechnical Investigation and Reporting	\$ 5,894.00
1.6	35% Submittal -Prepare Preliminary Opinion of Probable Construction Costs -Water Main Design/Analysis ---water model for main size using CORC model data for Palo Verde zone ---meet with RC Fire Prevention ---water service review & design ---preliminary water main design -Sanitary Sewer Main Design/Analysis ---coordinate with Utility Maintenance for video ---verify size of sewer mains for possible future development ---preliminary sewer service & main design -Storm Sewer Design/Analysis ---evaluation of the Meade/Hawthorne Drainage Basin Plan from upstream to Mt. Rushmore Rd. ---hydrologic and hydraulic calculation/computations (HEC-HMS) from upstream to Mt. Rushmore Rd. ---Meade/Hawthorne review for adjacent drainage elements to Mt. Rushmore Rd. ---preliminary storm sewer sizing & layout ---storm water quality computations and design at pond locations ---coordinate design with SDDOT & update plans from DOT changes ---City and DOT review, comparison, and cost difference -Side street tie-ins ---review SDDOT plans and provide recommendations ---evaluate and provide cost differences -Off-street Parking evaluation based on Corridor Development Plan ---Subway/Best Western Interconnection ---Perkins/Casa Real ---Happy Jacks at Flormann St.	\$ 108,376.00

TASK 1 - PRELIMINARY DESIGN SERVICES		Task Cost
	<ul style="list-style-type: none"> ----Safeway parking and approaches ----Gold Diggers at St. Anne St. ----Rapid City Medical Center Approaches/parking ----Pizza Hut approaches and parking -Private Utility Location Design ----propose plan and profile location for utility consideration -Landscaping components coordination for 35% Design -Electrical components coordination for 35% Design -Identify CORC Utility ROW & Easement needs for the project -Identify Bus Pull Out ROW needs for NB & SB (2 locations total) -Project Design Report -35% preliminary plan and profile sheets -35% plans to City and Utilities (10 Sets total) Landscape Design -Overall Plan Diagrams -Site Landscape Plans - Package ----Site Analysis (Includes Site visitation to examine specific issues) ----Typical Landscape Option - Narrow Site ----Typical Landscape Option - Medium Site ----Typical Landscape Option - Wide Site ----Site Layout/Landscape Diagrams for Medians and boulevard North of Cleveland ----Site Layout/Landscape Diagrams for Medians and boulevard South of Cleveland ----Preliminary Details for Proposed Site Elements ----Preliminary Plant Palette ----Preliminary Irrigation Diagram ----Preliminary Stormwater Quality Improvements Diagram & Design -Utility Coordination (Water, Sanitary, Storm Sewer) -Project Design Report ----Narrative ----Landscape Alternatives Additional Graphics for report Development ----Tower Road Bridge Alternative Sketches and Narratives Lighting Review 35% Project Design Report including pole & light options w/cost estimates 	
1.7	<ul style="list-style-type: none"> Attend 35% submittal review meeting with City staff -meeting minutes (Record and Distribute) 	\$ 1,739.50
1.8	<ul style="list-style-type: none"> Project meetings (public, property owners, utilities) -preliminary design meeting with SDDOT ----meeting minutes (Record and Distribute) -landowner meetings with SDDOT (est. 40 meetings) -landowner meetings (follow up, Landscape, City Items) ----meeting preparation exhibits ----meeting minutes, summary, & recommendations -meetings with Rapid City Parks Dept. (est. 1 meetings) ----plans for meeting (2 sets) ----meeting minutes (Record and Distribute) -meetings with Mt. Rushmore Group (est. 1 meetings) ----meeting minutes (Record and Distribute) - public works, L&F, & City Council (est. 3 meetings w/presentation) -misc meeting with City Staff for project (est. 2 meetings) -landscape meetings ----meeting minutes (Record and Distribute) -Monthly Meetings with City (2 Meetings - 2 hrs each) -preliminary design meeting with SDDOT and preparations -Utility Meetings and preparations (est. 2 for Wyss) -Revisions based upon landowner meetings with SDDOT -meetings with Rapid City Parks Dept. and preparations (est. 1 meeting) -meetings with Mt. Rushmore Group and preparations(est. 1 meetings) -public works, L&F, & City Council and preparation(est. 3 meetings w/presentation) 	\$ 23,505.00
1.9	<ul style="list-style-type: none"> Project layout beyond SDDOT limits and traffic control sequencing -Extend Survey Limits and property pin search for CORC items outside of DOT Work Limits 	\$ 6,076.00

TASK 1 - PRELIMINARY DESIGN SERVICES		Task Cost
	-propose conceptual construction sequencing and meet with SDDOT	
	-meeting minutes (Record and Distribute)	
	Supplies, Mileage, Printing allowances	\$ 500.00
	Preliminary Design Services	\$ 176,959.50

EXHIBIT C

**Mount Rushmore Road Utilities Reconstruction
Tower Road to Saint Patrick Street
Project No. SSW11-1926 CIP 50840**

CETEC Engineering Services, Inc.	2011	2012
Position Title	Hourly Billing Rate	Hourly Billing Rate
Principal	\$ 115.00	\$ 118.00
Project Manager	\$ 102.00	\$ 104.00
Project Engineer	\$ 82.00	\$ 84.00
Field Manager / Construction Observer	\$ 70.00	\$ 72.00
CADD Manager	\$ 69.00	\$ 71.00
Survey Crew Chief	\$ 66.00	\$ 68.00
Survey Assistant	\$ 44.00	\$ 46.00
Clerical	\$ 44.00	\$ 44.00

Project Travel: \$.60 /mile
 UTV Ranger: \$ 25.00 /hour
 Blueline Printing:..... Actual Cost
 Outside Printing: Actual Cost

West Plains Engineering, Inc.	Hourly Billing Rate
Position Title	
Principal	\$ 190.00
Project Manager	\$ 145.00
Senior Engineer	\$ 105.00
Design Engineer	\$ 70.00
Drafting	\$ 55.00
Clerical	\$ 45.00

Wyss Associates, Inc.	Hourly Billing Rate
Position Title	
Principal Landscape	\$ 150.00
Senior Landscape Architect	\$ 105.00
Design Associate I	\$ 68.00
Design Associate II	\$ 68.00
Landscape Architect	\$ 85.00
Administrative Assistant	\$ 42.00

Terracon Consultants, Inc.	Hourly Billing Rate
Position Title	
Principal Engineer / Geologist	\$ 125.00
Senior Project Engineer /	\$ 110.00
Project Engineer / Geologist	\$ 85.00
Staff or Field Engineer / Geologist	\$ 75.00
Drafter	\$ 50.00
Technician	\$ 46.00
Clerical	\$ 42.00



NOTE:
 HATCHED AREAS HAVE BEEN ADDED TO EVALUATE
 PARKING PER MOUNT RUSHMORE ROAD PLAN.



SHEET:	PROJECT:	SHEET DESCRIPTION:
1 OF 1	MT RUSHMORE RD UTILITIES RECONSTRUCTION TOWER ROAD TO SAINT PATRICK STREET PROJECT NO. SSW11-1926 / CIP NO.50840	EXHIBIT D PROJECT LIMITS

DESIGNED	RM
DETAILED	MS
CHECKED	RM
APPROVED	RM
DATE	MAY 17, 2011

cetec
 ENGINEERING SERVICES, INC.

1560 Concourse Drive
 Rapid City, SD 57703
 Phone: (605) 341-7800
 Fax: (605) 341-7864
www.cetecengineering.com