

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

Date: October 1, 2012

Project Name & Number: Minnekahta Drive Area Watermain and Sanitary Sewer Reconstruction CIP #: 50826  
Project No. 11-1980

Project Description: To provide design and bidding services.

Consultant: TSP, Inc.

Original  
Contract Amount: \$96,081.00

Original  
Contract Date: October 15, 2012

Original  
Completion Date: May 31, 2013

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 |
|-------------|-------|-----------|------|----------|
| \$36,510.00 | 833   | 4223      | 604  |          |
| \$44,198.00 | 933   | 4223      | 602  |          |
| \$13,451.00 | 8910  | 4223      | 505  |          |
| \$1,922.00  | 8911  | 4223      | 505  |          |
| Total       |       |           |      |          |

## Agreement Review & Approvals

Keith Johnson 10/1/12  
Project Manager Date

Charles Lutz 10/1/12  
Compliance Specialist Date

Nade Ughy 10/5/12  
City Attorney Date

John M. 10-2-12  
Division Manager Date

Tony W. Hoff 10-2-12  
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 |
|---------------|----------|----------|
| 10/8/12       | DE       | Y        |
| Appropriation |          | N        |
| Cash Flow     |          | N        |

**Agreement Between City of Rapid City and TSP, Inc.  
for Design and Bidding Professional Services for Minnekahta Drive Area  
Watermain Reconstruction, Project No. 11-1980 / CIP No. 50826**

AGREEMENT made \_\_\_\_\_, 2012, between the City of Rapid City, SD (City) and TSP, Inc., (Engineer), located at 600 Kansas City Street Rapid City, S.D. 57701. City intends to obtain services for design and bidding, Project No.11-1980, CIP No. 50826. 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 \$96,081.00 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 on or before May 31, 2013 based on an award date of October 15, 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, of not less than \$1,000,000 each occurrence and not less than \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.





## **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

\_\_\_\_\_  
TSP, Inc.

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

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

ATTEST:

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

**Reviewed By:**

*Keith Johnson*  
KEITH JOHNSON, PROJECT MANAGER

DATE: 10/11/12

**CITY'S DESIGNATED PROJECT  
REPRESENTATIVE**

**ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE**

NAME Keith Johnson  
PHONE (605) 394-4154  
EMAIL [keith.johnson@rcgov.org](mailto:keith.johnson@rcgov.org)

NAME Robert Morcom  
PHONE (605) 343-6102  
EMAIL [morcomra@teamtsp.com](mailto:morcomra@teamtsp.com)



## Exhibit A

### SCOPE OF SERVICES REQUESTED

Professional services consist of five Tasks: Preliminary Design Services, Final Design Services, Bidding Services, Basic Construction Services, and Expanded Construction Services.

#### TASK 1 - PRELIMINARY DESIGN SERVICES:

This task consists of all services necessary to take the project from beginning through the Preliminary Design submittal stage, and may include the following itemized services.

- 1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. The consultant shall prepare an agenda, take minutes, and distribute minutes.
- 1.2 Review background information listed in this RFP, and any other resources as necessary.
- 1.3 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.
- 1.4 Develop and distribute a survey questionnaire to property owners adjacent to proposed construction areas approximately 3 months or more ahead of soliciting bids for construction. The questionnaire should be developed to obtain information on site-specific concerns such as landscaping or irrigation systems, service line locations, special needs such as access considerations during construction, or history of utility or infrastructure problems at the property. Questionnaires would be returned to and evaluated by the consultant, who would follow up with appropriate individual contact with property owners prior to completion of 100% plans and contract documents to review project considerations that may be addressed or mitigated by the project work. This work may be better completed under Task 2 and shall be established during contract negotiations. The questionnaire will consider and is not limited to issues regarding street lighting, pedestrian / ADA accessibility, sidewalks, on street vs off-street parking, narrower street section options, prioritization of changes, water / sanitary sewer service issues, project phasing, and other items to be determined in the startup meeting.
- 1.5 Meet with individual property owners regarding ROW and permanent and temporary easement needs and regarding specific project issues and components. TSP will meet with the individual property owners to discuss any issues on an individual basis.
- 1.6 Conceptual Design Submittal  
The Conceptual Design Submittal shall generally consist of the following documents:
  - A. Conceptual Design Report  
Prepare a Conceptual Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report (including ADA requirements). The consultant shall submit all design assumptions for pipe sections, water, sewer, and storm sewer locations, pavement sections, etc. The Consultant shall include design life, design criteria, and reference of design resources. The Consultant shall use the City Infrastructure Design Criteria Manual to establish design criteria and standards.

The Conceptual Design Report shall evaluate and recommend pavement design; based on a life cycle cost analysis, preliminary horizontal and vertical alignments for utilities, roadways, project phasing and limits, 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. The project's geotechnical report shall be included within the Conceptual Project Design Report and include soil classifications, N values, water levels, proctors, CBR's, resistivity tests, pavement design, and testing recommendations. The Consultant shall elaborate on other project components as necessary.

The Conceptual Design Report will also include (a) the analysis of two or three roadway section options that will consider a narrower section to accommodate sidewalks, consideration of off centerline section to allow better driveway approach, parking on one side only, and other options that may need to be considered (b) address the ADA aspects of the project. (c) The report will also consider street lighting and adequacy within the project site and (d) Both an asphalt and concrete pavement section will be considered including advantages and disadvantages to phasing and constructability of both options. The report will indicate if options will need an exception to the design criteria or specifications.

A probable opinion of construction costs for the project(s) shall be included. The costs shall be itemized based on the City's standard bid items and appropriate contingency item allowance.

The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report. Use the City Infrastructure Design Criteria Manual to establish design criteria and standards. The Conceptual Design Report shall provide review of compliance with City's Standard Specifications for construction of the project(s).

Identify the existing right-of-way (ROW) location and any ROW or easements necessary for the Project. Include size and extent of such ROW and easements and contact information of property owners.

Identify all non-conforming water and sewer service lines and include a map showing a proposed solution to making them conform to the City's current standards.

The Design Report will also consider (a) sanitary sewer main alignment options for street center line or offset to help with the project constructability (b) temporary water main and service installation that may help with the constructability and placement of the new main in the existing alignment. (c) The report will also indicate the location for PRV's to be placed on individual service lines and utilize the standard City of Rapid City notice letter to those affected residents.

Various phasing and sequencing options will be considered and a preferred option recommended that best facilitates the project construction and minimizes impact to the residents.

Submit three (3) copies and a PDF version of the Conceptual Design Report and preliminary plans and specifications to City of Rapid City's project manager for review and comment.

## B. Conceptual Drawings

Provide three (3) copies and a PDF version of the conceptual drawings. The conceptual drawings shall contain the following sheets:

- Cover Sheet – Note the index of Sheets indicating the anticipated drawing sheets shall be provided.
- Survey Control Sheet
- Standard City of Rapid Notes as provided by City and edited by TSP
- Project Phasing and sequencing for utilities and street construction
- Anticipated traffic control plan and erosion control measures coinciding with the proposed “Phasing and Sequencing Plan”.
- Property Layout and Land Ownership
- Plan and Profile Sheets - Show existing and proposed utility mains and existing services, storm sewers, driveway locations, fittings, and proposed surfacing and drainage items. The utilities should be shown in profile as well. Design Criteria elements like profile grades, “K” values, vertical and horizontal curve data should be included.
- Erosion control including standard plans / notes provided by City of Rapid and edited by TSP
- Anticipated Rapid City Standard Details
- Special Details - Conceptual layouts for special/critical elements for example buildings, special drainage structures, pump facilities, etc.
- Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards

1.7 Attend submittal review meeting with City staff, if necessary.

1.8 Attend Public Works and Council meetings as necessary.(N/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 Conceptual Design Report. The Conceptual Design Report should be now titled “Project Design Report”;
- 2.2 Provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area). Identify if property is owner occupied or a rental.
- 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 requirements outlined in the Project Design Report,
- 2.6 Incorporate ADA compliance items, for example fillet, driveway and sidewalk improvements. All applicable ADA requirements shall be outlined in the Project Design Report;
- 2.7 Provide a complete storm water pollution prevention narrative which will include detailed erosion and sediment control measures and specifications. Provide a complete erosion and sediment control site plan which includes station and offset locations for each implemented measure. Include both temporary

- and permanent erosion and sediment control measures. Include an erosion and sediment control sequence of implementation and phasing schedule. Each erosion control item shall be bid separately. Erosion Control Plans will indicate station and offset for location of all measures.
- 2.8 Provide detailed traffic control plans showing all devices required for a MUTCD compliant plan. Show all streets and alleys that may be impacted by 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. A detailed layout will be included for each phase of multi-phased projects. The traffic control sequence of implementation and phasing schedule shall coincide with erosion and sediment control sequence of implementation and phasing schedule. Each traffic control device shall be bid separately. The City will provide an electronic version of an aerial photo for the selected consultant's use.
- 2.9 Provide a Project Sequence of implementation and phasing schedule which shall include such items as traffic control, erosion and sediment control, utility installations, paving, restoration, and construction milestones
- 2.10 Coordinate directly with utility companies' engineering divisions to ensure that all existing utilities are completely and accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete followed by a specific private utility coordination meeting in two to three weeks. The documents will also include provisions to adjust the PRV valve in the main station well house and verify with the homeowners and city the changes in the pressure. TSP to notify the property owners of PRV's using the City letterhead signed by Keith Johnson.
- 2.11 Notify the City Project Manager if private utilities will need to be relocated so PM can formally notify the utilities to relocate.
- 2.12 If desiring exceptions from City requirements or specifications, it is the Consultant's responsibility to request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.
- 2.13 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. The project will use standard cathodic project details that are currently being developed for the city. 2.14 Engineer shall obtain a design exception for Infrastructure Design Criteria manual requirements as needed.
- 2.15 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.
- 2.16 Plans documents shall adhere to current City of Rapid City guidelines.
- 2.17 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.

- 2.18 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.
- 2.192.20 Provide two (2) copies and a PDF version of the finalized Project Design Report,
- 2.21 Provide three (3) copies and a PDF version 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.
- 2.22 Address 100% submittal staff comments as necessary.
- 2.23 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.
- 2.24 Prepare any and all permits with exhibits the City will need to execute for the project.
- 2.25 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.
- 2.26 Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 2.27 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 2008 or newer format.
    - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
  - Provide complete specifications and contract documents on CD in Microsoft Word XP or 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.
  - Print and distribute five (5) copies of plans/drawings to the City of Rapid City at 11" x 17" scale for construction services personnel.
- 2.28 Prior to the advertisement for bids, arrange and conduct a public open house with affected residents. The open house shall be held sufficiently ahead of the project advertisement for bids such that public comments and concerns may still be addressed within the final project documents. Notice of the open house shall be mailed to all property owners adjacent to the proposed work area(s), as well as those in the immediate area who may be directly impacted by the construction, as determined by the City. The

Consultant shall tabulate the public comments and concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.

- 2.29 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval, and the Consultant shall address any comments or corrections required.
- 2.30 Attend Public Works and Council meetings as necessary.(N/A)

### 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 Consultant shall proof print quality at printers before full production of copies are made.
- 3.3 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees. An example of an agenda is enclosed as Attachment Five for your information.
- 3.4 Prepare and issue addenda to the bid documents as required.
- 3.5 Attend Public Works Committee and Council Meetings as required.
- 3.6 Review Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab, prepare an award recommendation letter to the City of Rapid City project manager, and sign a City Engineering Services prepared Award Summary.

### TASK 4 – BASIC CONSTRUCTION SERVICES: "Not included at this time"

This task consists of all services necessary for the administration of the Basic Construction Services of the project construction stage, and may include the following itemized services.

- 4.1 Review construction contract documents and other submittals from the contractor and submit to the City of Rapid City project manager for distribution to City Attorney's office for approval and signatures of the Mayor and Finance Officer.
- 4.2 Prepare Notice to Proceed for City of Rapid City project manager signature and distribution to contractor for execution.
- 4.3 Arrange and conduct a Pre-Construction Conference including agenda. Record minutes and distribute to all attendees. An example of an agenda is enclosed as Attachment Six for your information.
- 4.4 Provide written clarification regarding drawing and specification questions.
- 4.5 Provide recommendations to address changed or unknown conditions that may appear during construction.
- 4.6 Review and take action on shop drawings, product submittals, test results, and other submittals.
- 4.7 Prepare "As-Built" plans and specifications. "As-Built" plans and specifications shall be submitted as a hard copy and on CD compatible with AutoCAD Release 2008 or newer format. Submit to Engineering Services within 30 days of project completion. In the event that the City did not issue a "Notice to Proceed" for Task 5 services, then the City shall forward construction record documents for preparing the "As-Built" plans and specifications.



## TASK 5 – EXPANDED CONSTRUCTION SERVICES”: “Not included at this time”

This task consists of all services necessary for the administration of the Expanded Construction Services of the project construction stage, and may include the following itemized services.

- 5.1 Mark removal limits of appropriate items.
- 5.2 Prepare Public Service Announcements (P.S.A.'s) for Engineering Services. Engineering Services will be responsible for distribution to all local media. Copies of P.S.A.'s shall be distributed one week prior to start of work or change in operations that may significantly affect the public.
- 5.3 Appropriately notify affected Property Owners.
- 5.4 Arrange and conduct appropriate progress meetings. Record minutes and distribute to all attendees.
- 5.5 Provide daily on-site observation to assure that the methods and materials used by the contractor meet the intent of the plans and specifications. For buried installations such as for sewer and water mains the Consultant shall be on site all of the time the Contractor is installing these buried installations.
- 5.6 Prepare daily reports. A daily record of activity will be maintained by the inspector including weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and any other pertinent information. Such information shall be neatly and concisely entered into the City of Rapid City Project Inspector's Diary and Inspection quantity book. Submit detachable copies to Engineering Services on a weekly basis.
- 5.7 Perform stormwater inspections, prepare reports, and keep the erosion and sediment control plans current as required by the ordinance regulating construction site runoff control, Chapter 8.46, and the Stormwater Quality Manual.
- 5.8 Provide soil compaction testing according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 5.9 Provide assurance testing (or witness Contractor testing) according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 5.10 Prepare and submit monthly pay request information.
- 5.11 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.
- 5.12 Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.
- 5.13 Prepare and submit City of Rapid City project "Construction Project Close-out Checklist" indicating compliance with Standard Specifications and acceptance of the various infrastructure components. The Consultant is responsible for coordinating completion of the checklist items with the Contractor. The checklist is enclosed as Attachment Four for your information.
- 5.14 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.
- 5.15 Prepare a letter to SDDENR notifying them of project completion.
- 5.16 Ensure Contractor's two-year warranty surety is provided to the City of Rapid City either within the performance bond or as a separate bond.
- 5.17 Assist the City in addressing and communicating warranty items with the Contractor that may arise during the City's two year warranty period.

PROJECT TEAM, MEETINGS, AND SUBMITTALS SUMMARY

\* Indicates "Not included at this time"

6.1 Project team members will include:

- The Consultant
- City Engineering Services staff
- Operations Division staff
  - Utility Maintenance Division (Service area and O&M related issues)
  - Street Division
  - Water Division
  - Water Reclamation Division

6.2 Meetings requiring the Consultant's participation will likely include, but may not be limited to the following:

- Kick-off meeting, Task 1
- Project Design Report and Preliminary Plans and Specifications submittal review meeting, Task 1
- Public meetings
- Property owners meeting
- Private Utility coordination meeting, Task 2
- 100% Plans, Specifications, and Contract Documents review, Task 2 (This submittal is made when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost documents are complete).
- Prebid Conference, Task 3
- Pre-construction Conference, Task 4 \*
- Construction Progress Meetings, Task 5 \*
- Committee and Council Meetings as required, All Tasks

6.3 Submittals include:

- Kick-off meeting, Task 1 meeting minutes
  - Conceptual Design Report and Preliminary Review Submittal, Task 1 including meeting minutes
  - Final Project Design Report, Task 2 including meeting minutes. Final design reports shall be bound utilizing a comb binder or equal. 3-ring binders are not permitted without project manager's prior approval.
  - 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
  - Open house comments/concerns and consultant's recommendations for inclusion or exclusion
  - Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost, Task 2
  - Prebid conference meeting minutes, Task 3
  - Bid Tab and award recommendation, Task 3

- Pre-Construction conference meeting minutes, Task 4 \*
- Shop Drawing submittal reviews, Task 4 \*
- "As-Built" plans and specifications, Task 4 \*
- Progress meeting minutes, Task 5 \*
- Daily observation reports, Task 5 \*
- Quantity Books (in City format) \*
- Erosion and Sediment Control plan inspection reports, Task 5 \*
- Inspection Diaries (in City format) \*
- Project completion "Punch List", Task 5 \*
- "Construction Project Close-out Checklist", Task 5 \*
- Project testing report documentation \*
- Letter of certification of project completion, Task 5 \*

The Consultant shall allow 10 working days for City review of the Project Design report and Conceptual Design submittal, and the 100% complete plans; specifications; geotechnical report; and opinion of probable construction cost submittal.

|  |   |             |
|--|---|-------------|
| DATE: 10/1/2012  |   |             |
| RE: Minnekahta Drive Area Watermain Reconstruction               |   |             |
| Project No. 11-1980 / CIP No. 50826                              |   |             |
| EXHIBIT B  |   |             |
| ESTIMATED MANHOURS   |   |             |
| PREPARED BY: TSP, INC.   |   |             |
| TSP NO. 3120845.00   |   |             |
| PREPARED FOR: City of Rapid                                      |   |             |
| Note: Highlighted background section indicates required meetings |   |             |
| Item   | DESCRIPTION   | Total Fee   |
| <b>Task 1 - Preliminary Design Services</b>                      |   |             |
| 1.1  | Kickoff Meeting   | \$800.00    |
| 1.2  | Review Background Information/ reports  | \$730.00    |
| 1.3  | Perform site survey- Coordinations  | \$505.00    |
| 1.4  | Develop and distribute survey questionnaire   | \$830.00    |
| 1.5  | Meet with individual property owners on ROW and permanent and Temporary easements and questionnaire items | \$4,440.00  |
| 1.6  | Conceptual design submittal   |             |
| <b>A. Prepare Project Design Report</b>                          |   |             |
|  | Water analysis, and assessment  | \$1,610.00  |
|  | Sanitary sewer H/V layout, analysis, and assessment   | \$1,040.00  |
|  | Storm sewer design  | \$500.00    |
|  | Pipe selection criteria   | \$300.00    |
|  | Cathodic protection recommendations ( See Sec. 2.4)   | \$960.00    |
|  | Pavement sections   | \$950.00    |
|  | Geotechnical analysis and recommendations(See Sec. 2.4)   | \$240.00    |
|  | ADA Recommendations   | \$605.00    |
|  | Probable cost of construction   | \$480.00    |
|  | ROW / Easements/ Temporary & Permanent  | \$600.00    |
|  | Non-conformance w/ map for solutions( N/A)  | \$0.00      |
| <b>B. Conceptual design drawings</b>                             |   |             |
|  | Cover Sheet   | \$150.00    |
|  | Survey Control Sheet  | \$330.00    |
|  | Traffic control phasing (4 sheets )   | \$3,980.00  |
|  | Erosion Control Measures ( 4 sheets )   | \$1,990.00  |
|  | Property Layout and Land Ownership  | \$960.00    |
|  | Plan / Profile sheets( 8 sheets )   | \$10,440.00 |
|  | List of Rapid City Standard Details   | \$180.00    |
|  | Special Details   | \$660.00    |
|  |   | \$0.00      |
| 1.7  | Attend submittal review meeting with City Staff   | \$800.00    |
| 1.8  | Attend Public Works and Council Meetings(N/A)   | \$0.00      |
|  |   | \$0.00      |
| Other  |   | \$0.00      |
|  |   | \$0.00      |
| Sub-Total hours  |   |             |
| Subtotal Task 1 Design Fees                                      |   | \$34,180.00 |

| Item  | DESCRIPTION   | Total<br>Fee |
|-------|---|--------------|
|       |   |              |
|       | <b>Task 2 - Final Design Services</b>   |              |
| 2.1   | Address comments and finalize Design Report   | \$1,905.00   |
| 2.2   | Provide project layout to include lot lines   | \$705.00     |
| 2.3   | Determine removal or abandon/ location and limits   | \$900.00     |
| 2.4   | Coordinate with geotechnical eng / And provide geotechnical report in Design Report ( See Sec. 1.6)   | \$240.00     |
| 2.5   | Incorporate design features to meet Design Report Recommendations   | \$890.00     |
| 2.6   | ADA compliance items  | \$600.00     |
| 2.7   | Provide Erosion and Sediment Control Plans  | \$2,200.00   |
| 2.8   | Traffic control plans   | \$2,900.00   |
| 2.9   | Project sequence and phasing plan   | \$3,660.00   |
| 2.10  | Coordinate with utility companies on locates. Provide preliminary plans to utility companies.   | \$360.00     |
|       | Meet with private utility companies   | \$820.00     |
| 2.11  | Notify City Project Manager if private utilities need to be relocated   | \$370.00     |
| 2.12  | Determine exceptions from City Stds. Request and secure   | \$430.00     |
| 2.13  | Detailed supplemental specifications  | \$240.00     |
| 2.14  | Obtain design exceptions as necessary   | \$430.00     |
| 2.15  | Plans and Specs for unit price construction contract  | \$0.00       |
|       | Final Plan Notes  | \$3,650.00   |
|       | Final Plan and Profile( 8 sheets )  | \$7,555.00   |
|       | Final Review  | \$1,620.00   |
| 2.15a | Final Public meeting /PSA/ Final Plans  | \$1,760.00   |
| 2.16  | Plans documents shall adhere to current City of Rapid Guidelines  | \$0.00       |
| 2.17  | Staking information   | \$2,400.00   |
| 2.18  | Assist City with easement acquisition   | \$1,030.00   |
| 2.19  | Incorporate NEPA Requirements, Wetland mitigation, monetary, ROW certification, Environmental certification, Architectural, SHPO, CATX noise Analysis, FONSI etc. (N/A) | \$0.00       |
| 2.20  | Provide 2 copies and PDF of final Project Design Report   | \$390.00     |
| 2.21  | Provide 3 copies & PDF of the Final Design Services Submittal- Includes plans, specification, contract documents,, probable construction cost                           | \$570.00     |
|       | 100% Design Review with City Staff  | \$800.00     |
| 2.22  | Address 100% submittal staff comments as necessary  | \$1,040.00   |
| 2.23  | Certification Statement of Conformance with City Standards  | \$190.00     |
| 2.24  | Prepare any and all permits with exhibits the City will need to execute   | \$780.00     |
| 2.25  | Identify permits that will be required by the Contractor/ Identify permit costs   | \$320.00     |
| 2.26  | Prepare final "Engineer Estimate" of probable construction costs  | \$880.00     |
| 2.27  | Deliver   | \$0.00       |
|       | Provide 1 copy and a PDF version of bid documents   | \$155.00     |
|       | Provide complete plans on CD with AC Release 2008 or newer  | \$310.00     |
|       | Provide all topographic, control, and design points in the .dwg file and tabular format, both on CD and hard copy   | \$150.00     |
|       | Provide complete specifications and contract document on CD   | \$310.00     |
|       | Provide unit price cost estimate on CD / including Engineers Estimate   | \$315.00     |
|       | Print /Distribute 5 copies of Plans/drawings to City 11"x17"  | \$150.00     |
| 2.28  | Prior to advertisement arrange and conduct public open house  | \$1,760.00   |
| 2.29  | The City will submit plans and specifications to DENR   | \$0.00       |
| 2.30  | Attend Public Works and Council meetings as necessary (N/A)   | \$0.00       |
|       |   | \$0.00       |
| Other |   | \$0.00       |
|       |   | \$0.00       |
|       | Sub-Total hours   |              |
|       | Subtotal Task 2 Design Fees   | \$42,765.00  |

| Item  | DESCRIPTION   | Total<br>Fee |
|-------|---|--------------|
|       |   |              |
|       | <b>Task 3 - Bidding Services</b>  |              |
| 3.1   | Submit Information to City PM for bid advertising authority   | \$200.00     |
| 3.2   | Proof print quality at printers before full production of copies  | \$430.00     |
| 3.3   | Arrange and conduct a Pre-bid Conference / Distribute minutes to attendees  | \$880.00     |
| 3.4   | Prepare and issues addenda to bid documents as required   | \$990.00     |
| 3.5   | Attend Public Works Committee and Council Meetings as required  | \$0.00       |
| 3.6   | Review Bidders Proposal, prepare and award recommendation letter, and sign a City Engineering Services prepared Award Summary | \$590.00     |
| Other |   | \$0.00       |
|       | <b>Sub-Total hours</b>  | \$0.00       |
|       | <b>Subtotal Task 3 Design Fees</b>  | \$3,090.00   |
|       | <b>TASK 1,2,&amp; 3 -TOTAL DESIGN HOURS</b>   |              |
|       | <b>TOTAL Design Cost</b>  |              |
|       | <b>Total Estimated Design Hours</b>   | 799          |
|       | <b>Total Estimated Design Labor Cost</b>  | \$80,035.00  |
|       | <b>Task 1,2,&amp; 3 Reimbursable Expenses</b>   |              |
|       | <b>Sub Consultants</b>  |              |
|       | Renner Associates - General Surveying and Boundary  | \$10,000.00  |
|       | Renner Associates - Temporary and Permanent Easement  | \$800.00     |
|       | AET   | \$4,290.00   |
|       | Printing  | \$500.00     |
|       | Copies  | \$200.00     |
|       | Bid sets  | \$0.00       |
|       | Misc. (Mileage, phone, fax, etc.)   | \$250.00     |
|       | <b>Total</b>  | \$16,046.00  |
|       | <b>Total Labor and Reimbursable Expenses</b>  | \$96,081.00  |



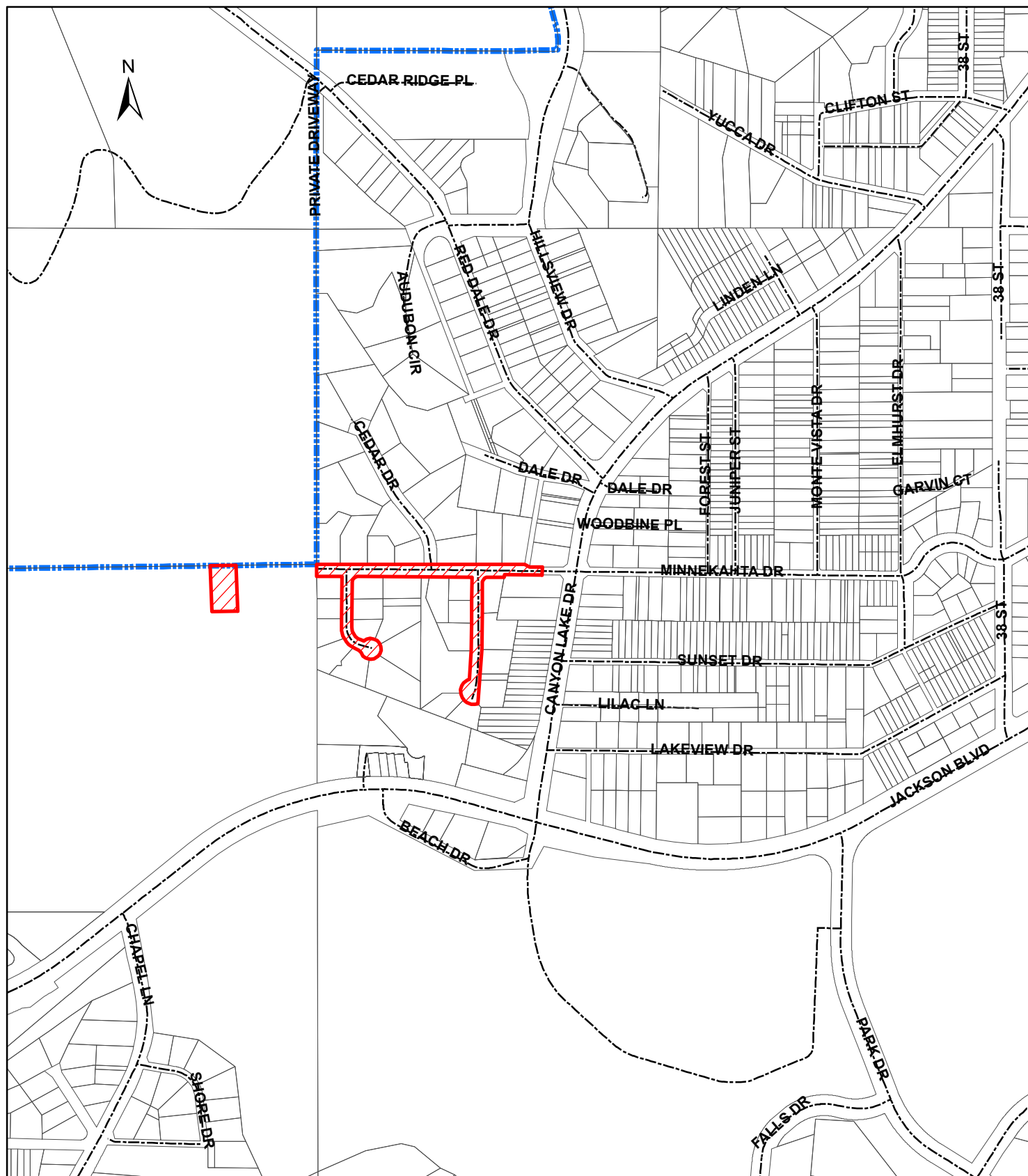
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## EXHIBIT C

### 2012 TSP STANDARD BILLING RATES

| <u>Professional Labor Category</u> | <u>Rates</u> |
|------------------------------------|--------------|
| Project Manager                    | \$190.00     |
| Senior Civil Engineer PE           | \$120.00     |
| Civil Engineer PE                  | \$ 90.00     |
| Civil EIT/Designer                 | \$ 80.00     |
| Senior Electrical Engineer PE      | \$140.00     |
| Electrical EIT/Designer            | \$ 80.00     |
| Senior Mechanical Engineer PE      | \$130.00     |
| Mechanical EIT/Designer            | \$ 80.00     |
| CADD/Drafter                       | \$ 75.00     |
| Administration                     | \$ 80.00     |

## EXHIBIT A



**MINNEKAHTA DRIVE AREA**  
**WATER & SANITARY SEWER RECONSTRUCTION**  
**PROJ NO SSW11-1980** **CIP NO 50826**