

**Agreement Between City of Rapid City and Ferber Engineering Company, Inc.,
for Design and Bidding Professional Services for Omaha Street/ West Blvd
Intersection Reconstruction - Utilities,
Project No. 14-2097 CIP NO. 50955**

AGREEMENT made _____, 20____, between the City of Rapid City, SD (City) and and Ferber Engineering Company, Inc., (Engineer), located at 729 E. Watertown Street, Rapid City, South Dakota 57701. City intends to obtain services for design and bidding Omaha Street/ West Blvd Intersection Reconstruction - Utilities, Project No. 14-2097 CIP No. 50955. The scope of services is as described within this document and as further described in Exhibits A, B and C (attached).

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project and as further defined in Exhibits A, B and C (attached), 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.



- 1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.

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 Exhibit A.)
- 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 and reimbursable rate schedule described in Exhibit C.

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed **\$26,975.00** 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 per the hourly rates and allowable reimbursable as 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 **June 28, 2013** based on an award date of **May 17, 2013**. (Actual completion date is subject to South Dakota Department of Transportation (SD DOT) bid letting).



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, 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



FERBER ENGINEERING COMPANY, INC.

DATE: _____

DATE: 4-23-13

ATTEST:



FINANCE OFFICER

Reviewed By:



MORGAN GAGLIANO, PROJECT MANAGER

DATE: 4/22/13

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

NAME: MORGAN GAGLIANO
PHONE: (605)394-4154
EMAIL: morgan.gagliano@rcgov.org

NAME: DAVE MUCK
PHONE (605) 343-3311
EMAIL: davemuck@ferberengineering.com



**OMAHA STREET / WEST BOULEVARD INTERSECTION RECONSTRUCTION - UTILITIES
PROJECT NO. 14-2097 / CIP 50995**

EXHIBIT A

The South Dakota Department of Transportation (SDDOT) has recently determined the need to complete significant reconstruction the Omaha Street / West Boulevard intersection under project PH 1902(65)0 PCN 03AZ. SDDOT is currently in the design phase of the project and the construction of the intersection improvements is slated for the spring of 2014.

The City has determined that the reconstruction of the existing West Boulevard sanitary sewer main from the 36-inch trunk sewer north of Omaha Street to the manhole at the intersection of West Boulevard and West Rapid Street should be completed in conjunction with the SDDOT project. The sanitary sewer main from West Rapid Street south was recently reconstructed under the West Boulevard Sanitary Sewer Reconstruction project (11-1961).

This Omaha Street/West Boulevard Intersection Utilities Reconstruction project will replace an existing 10-inch RCP / VCP sanitary sewer main with a 12-inch sanitary sewer main, as outlined in the report entitled, West Boulevard Sewer Reconstruction – Volume 1 Sanitary Sewer Evaluation completed under City Project SS08-1728.

Tasks 1 through 3 presented in this Exhibit are typical “Standard” design items requested by the City. Tasks 4 and 5 are “Standard” construction tasks and, at the City’s request, will be completed for this Project by Ferber Engineering Company, Inc. The scope of work and budget for each of Tasks 4 and 5 will be outlined and accompanied with a negotiated fee in the form of a Contract Amendment prior to the beginning of construction of this project.

TASK 1 - PRELIMINARY DESIGN 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.
 - 1.3.1 The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates.
 - 1.3.2 The vertical and horizontal datums for the survey and the plans shall match that used by SDDOT.
- 1.4 ~~Meet with property owners adjacent to proposed construction areas 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.~~
- 1.5 ~~Meet with individual property owners regarding ROW and permanent and temporary easement needs and regarding specific project issues and components, if necessary.~~
- 1.6 Complete preliminary design of the following items between the 36-inch trunk sewer and the Canada Pacific Railroad:
 - 1.6.1 Construction alignment and alternative analysis of 12-inch sanitary sewer main replacement options including pipe bursting and direct bury.

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- 1.6.2 Sewer main materials selection analysis.
- 1.6.3 Water main design between Omaha Street and the Canada Pacific Railroad and evaluation of the portions of the main that require replacement during construction of this project.
- 1.6.4 Determine water main reconstruction limits that may remove water main / sewer main separation and/or reconstruct those portions of water main that are within the SDDOT reconstruction limit.
- 1.6.5 Prepare a preliminary Engineer's Opinion of Probable Construction Cost.
- 1.6.6 Criteria review of SDDOT proposed signalization changes at Omaha Street intersection.
- 1.7 Preliminary Design Submittal will consist of a draft technical memorandum outlining preliminary alignment and materials review and selection for the items listed above. Exhibits sufficient for demonstrating alternatives analyses shall be included.
 - 1.7.1 Prepare and submit a listing of probable Design Criteria and Standard Specification exceptions needed to construct the project.
- 1.8 Prepare Technical Memorandum providing additional system information for the sewer reconstruction project for insertion into the SS08-1728 design report.

TASK 2 - FINAL DESIGN SERVICES:

- ~~2.1 Arrange and conduct individual meetings with affected property owners. Tabulate owners concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.~~
- ~~2.2 Facilitate permanent and/or temporary construction easement acquisition, and obtain property owner contact information, prepare easement exhibits as necessary, conduct property owner meetings for easement acquisition, and document acquisition meetings. Provide copies of current deeds of properties where easements are needed and the City will prepare the necessary legal documents. The Engineer will not negotiate compensation for easements with property owners.~~
- 2.3 Coordinate directly with utility companies' engineering divisions to ensure that all existing utilities are completely and accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Plans shall be provided to the pertinent utilities for comment.
- 2.4 Prepare complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City / SDDOT Drafting Standards.
 - 2.4.1 Plans documents shall adhere to current City of Rapid City guidelines.
 - 2.4.2 Staking information shall include the following as necessary:
 - 2.4.2.1 Station offsets or coordinates for all items of work requiring field staking
 - 2.4.2.2 Coordinates and description of inter-visible control points with benchmark information.
 - 2.4.3 Provide project layout to include lot lines (front and side) and addresses of all properties adjacent to construction.

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- 2.5 Determine removal limits with approval of City of Rapid City representative.
- 2.6 Evaluate utility reconstruction limits versus SDDOT project Erosion and Sediment Control (ESC) plan. If additional ESC materials are necessary beyond those specified in the SDDOT project, Engineer will provide additional ESC items and quantities within the utility plans for Project.
- 2.7 Evaluate utility reconstruction limits versus SDDOT Construction Traffic Control plan. If additional traffic control devices are necessary beyond those specified in the SDDOT project, Engineer will provide additional items and quantities within the utility plans for Project.
- 2.8 Prepare utility reconstruction project sequence with the plans. Coordinate necessary construction sequence with SDDOT.
- 2.9 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Project drawing specific issues should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification.
- 2.10 Prepare applicable permits with exhibits required for the City.
- 2.11 Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost.
- 2.12 Prepare and submit necessary exceptions to Design Criteria and/or Standard Specifications.
- 2.13 Prepare final Engineer's Opinions of Probable Construction cost for Project.
- 2.14 Provide three (3) copies of the 95% Design submittals for the Project.
 - 2.14.1 The submittal shall consist of complete plans, specifications, contract documents, and opinions of probable construction cost to the City of Rapid City's project manager for review.
 - 2.14.2 The submittal shall include a Project Design Report outlining project specific design criteria, design assumption, preliminary analysis and material/methodology recommendation and other relevant information revised to reflect City comments from Preliminary Design Review.
 - 2.14.3 Submittal shall be made to the City when the Engineer believes the plans, specifications, contract documents, and opinion of probable construction cost are 95% complete.
- 2.15 Address 95% submittal staff comments as necessary.
- 2.16 Engineer shall deliver the following Final materials to the City Project Manager (unless otherwise stipulated):
 - Provide one (1) copy and a PDF format of the bid documents including complete plans and specifications.
 - Provide complete plans on CD compatible with current AutoCAD Release.
 - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
 - Provide complete specifications on CD in current version of Microsoft Word.
 - Provide a unit price cost estimate on CD in current version of Microsoft Excel on the City of Rapid City "Engineer's Estimate" form.
 - Provide Engineer's Opinion of Probable Construction Costs as a component of this submittal.

**OMAHA STREET / WEST BOULEVARD INTERSECTION RECONSTRUCTION - UTILITIES
PROJECT NO. 14-2097 / CIP 50995**

- Print and distribute five (5) copies of 11"x17" plans to the City of Rapid City for use construction services personnel.
 - Provide electronic copies of all documents according to SDDOT requirements and two (2) copies of bid documents including complete plans and specifications to the SDDOT's project manager.
- 2.17 All submittals (drawings and specifications) believed by the Engineer of Record to be 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.
- 2.18 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval. The Engineer shall address any comments or corrections required.
- ~~2.19 Attend Public Works and City Council meetings as necessary.~~

TASK 3 – BIDDING SERVICES:

- 3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 ~~Attend a Pre-bid Conference arranged by SDDOT. Record attendance and minutes.~~
- 3.3 Issue addenda to the bid documents as required.
- 3.4 Engineer shall review utility portion of Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab and Award Summary.
- 3.5 Engineer shall review utility-related construction contract documents and supporting information 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.

PROJECT TEAM, MEETINGS, AND SUBMITTALS

Project team members will include:

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

**OMAHA STREET / WEST BOULEVARD INTERSECTION RECONSTRUCTION - UTILITIES
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- Parks Division
- SDDOT

Engineer will attend the following meetings:

- Kick-off meeting, Task 1
- Project Design Report submittal review meeting, Task 1
- SDDOT coordination meetings, Tasks 1 and 2
- ~~Private Utility coordination meeting, Task 2~~
- 95% Plans, Specifications and Contract Documents review, Task 2
- ~~Prebid Conference, Task 3~~
- ~~Bid Opening, Task 3~~
- Committee and Council Meetings as required, All Tasks

Engineer will make the following submittals:

- Kick-off meeting, Task 1 meeting minutes
- Preliminary Design Report and 50% Review Submittal, Task 1 including meeting minutes
- Final Project Design Report, Task 2 including meeting minutes
- Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost, Task 2
- Pre-bid conference meeting minutes, Task 3

The Engineer will allow 5 working days for City review of the 95% complete plans, specifications, contract documents and opinions of probable construction cost Contract Documents submittal.

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EXHIBIT B

Task #	Description	Subtask Total
1.1	<i>Kickoff Conference</i>	\$0.00
1.2	<i>Gather/Review Background Information</i>	\$150.00
1.3	<i>Perform Site Surveys and Gather Background Data</i>	\$1,985.00
1.4	<i>Meet with Property Owners</i>	\$0.00
1.5	<i>Individual Affected Property Owners Meetings</i>	\$0.00
1.6	<i>Complete Preliminary Design</i>	\$7,850.00
1.7	<i>Preliminary Design RFFR Development, Submittal and Review</i>	\$2,330.00
1.8	<i>Prepare Technical Memorandum for SS08-1728 Design Report</i>	\$230.00
	TASK 1 TOTAL	\$12,545.00
2.1	<i>Individual Affected Property Owners Meetings</i>	\$0.00
2.2	<i>Easement/ROW Preparation and Acquisition</i>	\$0.00
2.3	<i>Utility Company Coordination</i>	\$85.00
2.4	<i>Prepare Project Plans and Specifications</i>	\$5,585.00
2.5	<i>Determine Removal Limits (included in 2.4)</i>	\$0.00
2.6	<i>Prepare Erosion and Sediment Control</i>	\$690.00
2.7	<i>Prepare Construction Traffic Control</i>	\$860.00
2.8	<i>Prepare Utility Reconstruction Sequencing</i>	\$1,350.00
2.9	<i>Prepare Detailed Specifications</i>	\$645.00
2.10	<i>Prepare Applicable Permits</i>	\$730.00
2.11	<i>Identify Contractor-required Permits (included in 2.10)</i>	\$0.00
2.12	<i>Prepare and Submit Design Criteria / Specification Exceptions</i>	\$575.00
2.13	<i>Final Opinion of Probable Construction Costs</i>	\$225.00
2.14	<i>Final Design Services Submittal</i>	\$1,165.00
2.15	<i>Address 95% Staff Comments</i>	\$1,285.00
2.16	<i>Construction Plans and Specifications Submittal</i>	\$115.00
2.17	<i>Design Documents Certification (included in 2.4)</i>	\$0.00
2.18	<i>DENR Submittal and Address Comments</i>	\$115.00
	TASK 2 TOTAL	\$13,425.00
3.1	<i>Assist City Project Manager with Advertising Authority</i>	\$75.00
3.2	<i>Attend Prebid Conference</i>	\$0.00
3.3	<i>Issue Addenda as Necessary</i>	\$470.00
3.4	<i>Review Bidder's Proposal, Bid Tab and Award Summary</i>	\$230.00
3.5	<i>Review Construction Contract Documents</i>	\$230.00
	TASK 3 TOTAL	\$1,005.00
	CONTRACT TOTAL FOR TASKS 1 - 3	\$26,975.00



**Ferber
Engineering
Company, Inc.**

Civil Engineering • Water Resources • Transportation • Land Surveying
729 East Watertown St, Rapid City, SD 57701 ~ Phone: (605) 343-3311

EXHIBIT C

2013 SCHEDULE OF CHARGES

FERBER ENGINEERING COMPANY

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Professional Engineer	\$115.00
Principal Professional Engineer/Registered Land Surveyor	\$115.00
Professional Engineer III	\$90.00
Professional Engineer II	\$85.00
GIS Professional	\$85.00
Professional Engineer I	\$75.00
Graduate Engineer	\$70.00
Senior Technician	\$75.00
Technician II	\$60.00
Technician I	\$55.00
Drafter	\$60.00
Clerical	\$65.00
Mileage	\$ 0.57