



# STANDARD AGREEMENT

CITY OF RAPID CITY, SD  
PARKS AND RECREATION DEPARTMENT

**Agreement Between the City of Rapid City and Cetec Engineering Services, Inc., for Professional Design Services for Skyline Wilderness Park Trailhead Development & Dinosaur Park Improvements, Project No. PR13-6109/CIP 51002.**

AGREEMENT made \_\_\_\_\_, 2013, between the City of Rapid City, SD and Cetec Engineering Services, Inc., located at 1560 Concourse Drive, Rapid City, SD 57703. The City intends to obtain professional services for planning, design & construction administration of the Skyline Wilderness Park Trailhead Development & Dinosaur Park Improvements, Project No. PR13-6109/CIP 51002.

The City and the Consultant/Contractor agree as follows:

The Consultant/Contractor shall provide professional services for the City in all phases of the project as defined in Section 1.2, serve as the City's professional services representative for the project, and give professional consultation and advice to the City while performing its services.

## **Section 1 – Basic Services of Consultant/Contractor**

### **1.1 General**

- 1.1.1 The Consultant/Contractor shall perform professional services described in this agreement, which include customary professional services. The Consultant/Contractor 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 the Consultant/Contractor for the City are rendered on the basis of experience and qualifications and represent the Contractor/Consultant's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of the Consultant/Contractor as licensed to practice in South Dakota.
- 1.1.3 All documents including drawings and specifications provided or furnished by the Consultant/Contractor pursuant to this Agreement are instruments of service in respect of the Project and the Consultant/Contractor 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 the Consultant/Contractor 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 Consultant/Contractor 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).

## **Section 2 – Information Provided by the City**

The City will provide any information in its possession for the project at no cost to the Consultant/Contractor.

## **Section 3 – Notice to Proceed**

The City will issue a written notification to the Consultant/Contractor to proceed with the work. The Consultant/Contractor shall not start work prior to receipt of the written notice. The Consultant/Contractor 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 Consultant/Contractor shall not sublet or assign any part of the work under this agreement without the written authority of the City.
- 4.1.2 The City and the Consultant/Contractor 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 Consultant/Contractor.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Consultant/Contractor 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 Consultant/Contractor shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to

correct Consultant/Contractor errors and and/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 satisfactory completed and accepted plans or parts thereof be revised, the Consultant/Contractor 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 Consultant/Contractor, 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 Consultant/Contractor. 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 the 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 progresses, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. The Consultant/Contractor 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 Consultant/Contractor and (b) by the Consultant/Contractor for cause upon seven days written notice to the City. If the City terminates the agreement without cause, the Consultant/Contractor 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 Consultant/Contractor to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Consultant/Contractor shall be liable to the City for any additional cost to the extent directly resulting from the Consultant/Contractor's actions.

- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Consultant/Contractor involving

transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. The Consultant/Contractor'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 Consultant/Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant/Contractor'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 the Consultant/Contractor. 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 Consultant/Contractor if the City becomes aware of any fault or default in the project or nonconformance with the project documents.
- 4.1.16 Unless otherwise provided in this agreement, the Consultant/Contractor and any of their sub-consultants or sub-contractors 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 the Consultant/Contractor's services, the Consultant/Contractor 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 the Consultant/Contractor 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 Consultant/Contractor, nor their sub-consultants and/or sub-contractors, 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 Consultant/Contractor, nor their Consultants and/or subcontractors, 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 The Consultant/Contractor 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 The City of Rapid City Non-Discrimination 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 the 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.

The Consultant/Contractor 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 sub-consultants, sub-contractors, or suppliers.

## **Section 5 – Payments to the Consultant/Contractor**

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

The City will pay the Consultant/Contractor for services rendered or authorized extra work according to the Consultant/Contractor'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 **\$163,289** unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Consultant/Contractor shall complete the project 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. The Consultant/Contractor 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 Consultant/Contractor based on the work completed during the month at the rates established in Section 5.1 and approved by the City.

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

## **Section 6 – Completion of Services**

The Consultant/Contractor shall complete services on or before **December 31, 2014** based on an award date of **November 7, 2013**.

## **Section 7 – Insurance Requirements**

### **7.1 Insurance Required**

The Consultant/Contractor shall secure the insurance specified below. The insurance shall be issued by an 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 Consultant/Contractor will provide the City with at least 30 days notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Consultant/Contractor agrees to hold the City harmless from any liability, including

additional premium due because of the Consultant/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 Consultant/Contractor and their sub-consultants or sub-contractors interests, and assumes no liability therefore. The Consultant/Contractor will hold the City harmless from any liability, including additional premium due because of the Consultant/Contractor'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, non-owned, 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 Consultant/Contractor or their sub-consultants and sub-contractors, in the amount 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 services.

### **Section 8 – Hold Harmless**

The Consultant/Contractor hereby agrees to hold the City harmless from any and all claims of 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 Consultant/Contractor and/or their employees or agents arising out of the professional services described in the agreement.

### **Section 9 – Independent Business**

The parties agree that the Consultant/Contractor operates an independent business and is contracting to do work according to their 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 Consultant/Contractor shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Consultant/Contractor 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 the Consultant/Contractor 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, the City agrees to indemnify and hold harmless the Consultant/Contractor from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by the Consultant/Contractor'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, and Pennington County.

### **Section 12 – Severability**

Any unreasonable provision 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 Consultant/Contractor or their 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 written below.

CITY OF RAPID CITY

CETEC ENGINEERING SERVICES, INC.

\_\_\_\_\_  
MAYOR

Ted Schultz  
TED SCHULTZ

\_\_\_\_\_  
DATE

10-18-13  
DATE

ATTEST:

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

STATE OF SOUTH DAKOTA )

)ss.

COUNTY OF PENNINGTON )

On this the 18 day of October, 2013, before me the undersigned officer, personally appeared Ted Schultz, who acknowledged himself to be the Owner of Cetec Engineering Services, Inc. of Rapid City, and as such Owner, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf Engineering Services, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(seal)



Michelle Ritchie  
Notary Public, State of South Dakota  
My Commission Expires: December 11, 2013

**City's Designated Project Representative:**

**Consulting/Contracting Firm's Designated Project Representative:**

NAME Alex DeSmidt  
PHONE 394-5225  
EMAIL alex.desmidt@rcgov.org

NAME Ted Schultz, P.E.  
PHONE 341-7800  
EMAIL TedS@cetecengineering.com

## EXHIBIT A

### Skyline Wilderness Park Trailhead Development & Dinosaur Park Improvements PROJECT NO. PR13-6109 / CIP 51002

#### Project Scope:

The City of Rapid City Parks and Recreation Department has established a project scope for park improvements to the Skyline Wilderness Park and Dinosaur Park. The funding for the project consists of City Vision funding and City Parks and Recreation Capital Improvement Funds. The trails work is not included in this project. The budget for this project is as follows:

Vision Fund for Trailheads:	\$500,000
Parks & Recreation CIP:	\$406,299
CIP Supplement:	\$16,000
<b>Total Project Budget:</b>	<b>\$922,299</b>

The priorities identified for this project include: Dinosaur Park Master Plan, ADA improvements, trailhead parking, signage, restroom facility, and work outlined below. The project funds will dictate that the Owner select the work designated for construction upon completion of the Master Plan and cost estimating, as funding may limit completion of all desired improvements.

#### A. Survey, design, and construction services for:

1. Skyline Overlook Trailhead: Skyline Drive modifications, roadside overlook, parking, basic prefabricated restroom, water service, sewer main and service extension, power extension, and trailhead sign near Flormann Street. The prefabricated restroom will include utilitarian accessories and components that are durable and vandal resistant with lighting, heating, and controls. The plan should accommodate the ability to hold events and overflow parking near the trailhead.
2. Petrified Forest Trailhead: parking lot and trailhead sign. Preserve existing features and provide interpretive signage for amphitheater, trails, and petrified wood.
3. West Fulton Trailhead: parking lot, trailhead sign, water and sewer extension, power extension, and basic prefabricated restroom identical to Skyline Overlook restroom.
4. Pedestrian road crossings at 5 locations on Skyline Drive within Skyline Wilderness Park. Solar lights may be considered at each crossing.
5. Trailhead monuments and landscaping at each major trailhead with parking. Provide signage and wayfinding design plan.

6. Neighborhood Trailheads: Trailhead sign for each neighborhood trailhead access point. No survey or site design is anticipated. Limited only to low profile signing and map. No parking anticipated.
- B. Dinosaur Park Schematic Design and Master Plan:
1. Survey of the existing Dinosaur hill and lower parking lot.
  2. Schematic designs and Master Plan for ADA access and trails on Dinosaur hill.
  3. Enhancement recommendations to surfacing, grades, access, and exhibits on Dinosaur hill.
  4. Master plan for land use on Dinosaur hill. Identify potential improvements such as: picnic shelters, overlook features, playgrounds, interpretive exhibits, lighting, ADA access, historic restoration, parking improvements, signage, trailhead exhibits, etc. The Master Plan will outline potential projects that could be funded and constructed independently in the future.
  5. Long term building structure recommendations.
- C. Public Meetings:
1. Public meetings will be organized and held with primary stakeholders and the public. The committees will be invited to an open house style meeting at 2 different periods in the Master Plan and Design phase. The groups may include: Parks Foundation, Friends of the Park, City Parks & Rec Board, Mountain Bikers, Runners Club, Skyline Wilderness Board, Concessionaire, Historic Preservation, Convention Visitors Bureau, ADA Committee, Vision, Volksmarch, and other groups identified.
- D. Excluded Work:
1. The project budget is limited and the fee includes the master planning at Dinosaur Park, but does not include designs or construction services for work exceeding the project budget.
  2. Full time construction observation is not included. The fee includes approximately half time observation for a 16 week construction period. We are unable to control the Contractor's schedule and performance.
  3. Traffic study or traffic engineering for Skyline Drive or other areas.
  4. Trails designs or offsite improvements not identified.
  5. Custom restroom designs not included for architectural and mechanical/electrical. The fees include identical prefabricated restrooms at Florman Overlook and West Fulton.
  6. No parking lot or trailhead lights for Flormann, Petrified Forest or West Fulton St. Only exterior lights on identical prefabricated buildings at Flormann and West Fulton.

7. Dinosaur Park Master Plan to include path, exhibit, security, parking lot, and flag pole lighting schematic with cost estimate. No design or construction services.

**Scope of Work by Task:**

Professional planning and services to develop a network of trailheads, parking lots, and park improvements for Skyline Wilderness & Dinosaur Park in Rapid City, South Dakota.

Primary work includes the following:

**TASK 1 - PRELIMINARY DESIGN SERVICES**

This task consists of all services necessary to take the project 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 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, including easements and property ownership. 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 Prepare preliminary opinion of probable construction costs for the project.
- 1.5 Prepare preliminary plans sheets (35% and 65%) including locations of existing roads, utilities, property boundaries in relation to new parking lots, pedestrian facilities and site amenities.
- 1.6 Attend submittal review meeting(s) with City Staff, if necessary.
- 1.7 Attend Public Works and Council meetings as necessary.

**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).
- 2.2 Determine removal limits with approval of City of Rapid City representative.
- 2.3 Incorporate design features as necessary to meet the requirements outlined in the Final Scope of Services of the Standard Agreement.
- 2.4 Incorporate Erosion and Sediment Control items.
- 2.5 Provide Erosion and Sediment Control Plans, and include the appropriate bid items in the bidder's proposal if more than one acre is disturbed. If less than one acre is disturbed, the contractor shall provide an Erosion and Sediment Control Plan and a bid item for "Erosion and Sediment Control Plan" shall be included in the bidders proposal.
- 2.6 If federally funded, incorporate NEPA requirements, wetland mitigation, monetary, ROW certification, environmental certification, SHPO, Architectural, Catx noise analysis, FONSI, etc.

- 2.7 Provide three (3) copies of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City's project manager for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.
- 2.8 Address 100% submittal staff comments as necessary.
- 2.9 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.
- 2.10 Plan documents shall adhere to current City of Rapid City guidelines.
- 2.11 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.
- 2.12 Provide conceptual traffic control plan showing all streets and alleys that may be impacted by the construction of this project. Show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plan. Traffic control plans shall indicate suggested sequence, intent, and general guidelines, but does not require identification or placement of project specific traffic control items. Upon request, the City will provide an electronic version of an aerial photo for the selected consultant's use.
- 2.13 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.
- 2.14 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.
- 2.15 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.
- 2.16 Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 2.17 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.
- 2.18 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.
- 2.19 Engineer shall obtain an administrative design exception for draft criteria manual requirements.
- 2.20 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.

### TASK 3 – BIDDING SERVICES:

This task consists of all services necessary for the administration of the Bidding Services of the project, and may include the following itemized services.

- 3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 Provide one hard copy and a PDF version of final plans, stamped and signed by a Professional Engineer, for City printing and distribution.
- 3.3 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.

- 3.4 Prepare and issue addenda to the bid documents as required.
- 3.5 Attend Public Works Committee and Council Meetings as required.
- 3.6 Review Bidder's Proposals and review and sign the City prepared Bid Tab, prepare an award recommendation letter to the City of Rapid City project manager, and sign a City prepared Award Summary.
- 3.7 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.

#### TASK 4 – BASIC CONSTRUCTION SERVICES:

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 Prepare Notice to Proceed for City of Rapid City project manager signature and distribution to contractor for execution.
- 4.2 Arrange and conduct a Pre-Construction Conference including agenda. Record minutes and distribute to all attendees.
- 4.3 Provide written clarification regarding drawing and specification questions.
- 4.4 Provide recommendations to address changed or unknown conditions that may appear during construction.
- 4.5 Review and take action on shop drawings, product submittals, test results, and other submittals.
- 4.6 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 City within 30 days of project completion. In the event that the City did not issue a "Notice to Proceed" for Task 4 services, then the City shall forward construction record documents for preparing the "As-Built" plans and specifications.

#### TASK 5 – EXPANDED CONSTRUCTION SERVICES:

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 City. City 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 City 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 City 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.
  - 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

- 6.1 Project team members will include:
  - The Consultant
  - Sub-Consultants, as specified in Proposal.
  - City Parks and Recreation staff
  - City Engineering Services staff

The Project team may include, at times, select members of the following groups:

- Black Hills Mountain Bike Association
- Black Hills Runners Club



- Skyline Drive Preservation, Inc.
- Public Parks Foundation

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

- Kick-off meetings, Tasks 1 and 2
- Preliminary Plans and specifications (35/65%) submittal review meeting(s), Task 1
- 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).
- Pre-Bid 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 meetings, Tasks 1 and 2 including meeting minutes
- Preliminary Plans and specifications (35/65%) submittal review meeting(s), Task 1
- 100% complete plans, specifications, contract documents, and opinion of probable construction cost, Contract Documents Review, 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
- 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
- Erosion and Sediment Control plan inspection reports, Task 5
- Project completion “Punch List”, Task 5
- “Construction Project Close-out Checklist”, Task 5
- Letter of certification of project completion, Task 5

## PROJECT SCHEDULE

The Consultant shall allow 10 working days for City review of the Project Design Tech Memo and 35% review submittal, and the 95% complete plans; specifications; contract documents; and opinion of probable construction cost Contract Documents submittal.

### PROJECT SCHEDULE

	<b>Date:</b>
Contract Negotiations Complete	October 23, 2013
Notice to Proceed with Design	November 7, 2013
Final Design Submittal	March 14, 2014
Final Plans, Specifications, and Contract Documents Complete	April 30, 2014
Project Bid Opening Date	May 10, 2014
Project 100% Construction Complete	November 30, 2014

## SUMMARY OF TASKS

### ENGINEERING SERVICES

for Skyline Wilderness Park Trailhead Development & Dinosaur Park Improvements

Project No. PR-13-6109

CIP 51002

CETEC Engineering Services, Inc.

### TASK SCHEDULE

October 8, 2013

<b>TASK 1 - PRELIMINARY DESIGN SERVICES</b>		<b>Task Cost</b>
1.1	Kick-off Conference.	\$ 488.00
1.2	Background information.	\$ 888.00
1.3	Site Surveys	\$ 6,792.00
1.4	Preliminary opinion of construction costs.	\$ 872.00
1.5	Preliminary plans sheets.	\$ 14,464.00
1.6	Submittal review meetings.	\$ 732.00
1.7	Public Works / Public Meetings (2)	\$ 2,528.00
	Travel Expenses	\$ 130.00
	American Technical Services, Inc.	\$ 1,500.00
	Tallgrass Landscape Architecture	\$ 4,340.00
	ARC International, Inc.	\$ 2,500.00
	Skyline Engineering, LLC	\$ 2,500.00
	<b>Subtotal / Task 1 - Preliminary Design</b>	<b>\$ 37,734.00</b>

<b>TASK 2 - FINAL DESIGN SERVICES</b>		<b>Task Cost</b>
2.1	Address City comments from Task 1.	\$ -
2.2	Determine removal limits.	\$ -
2.3	Incorporate design features.	\$ -
2.4	Incorporate sediment and control items.	\$ -
2.5	Erosion and sediment control plans.	\$ 2,032.00
2.6	NEPA, wetland, monetary, ROW, etc. (Not Included)	\$ -
2.7	Final design services submittal.	\$ -
2.8	Address 100% submittal comments.	\$ -
2.9	Complete plans and specs.	\$ 17,280.00
2.10	Plans documents adherence to CORC guidelines.	\$ -
2.11	Staking information on plans.	\$ 312.00
2.12	Conceptual traffic control plan.	\$ 960.00
2.13	Utility companies coordination.	\$ 480.00
2.14	Exceptions from City requirements. (Not Included)	\$ -
2.15	Contractor permits.	\$ 168.00
2.16	Final Engineer's estimate.	\$ 776.00
2.17	Bid Documents:	\$ 1,876.00
2.18	Certification Statement of Conformance with City Specifications.	\$ -
2.19	Administrative design exception.	\$ -
2.20	DENR comments.	\$ -
	Travel Expenses	\$ 65.00
	Tallgrass Landscape Architecture	\$ 6,580.00
	ARC International, Inc.	\$ 4,000.00
	Skyline Engineering, LLC	\$ 3,000.00
	<b>Subtotal / Task 2 - Final Design</b>	<b>\$ 37,529.00</b>

<b>TASK 3 - BIDDING SERVICES</b>		<b>Task Cost</b>
3.1	City advertising authority form.	\$ 84.00
3.2	Stamped final plans.	\$ 84.00
3.3	Pre-bid Conference.	\$ 576.00
3.4	Addenda.	\$ 672.00
3.5	Public Works Committee meetings. (Not Included)	\$ -
3.6	Bid tab, award summary.	\$ 336.00
3.7	Contract documents.	\$ 432.00
	Travel Expenses	\$ 13.00
	Tallgrass Landscape Architecture	\$ 745.00
	ARC International, Inc.	\$ 500.00
	Skyline Engineering, LLC	\$ 500.00
	<b>Subtotal / Task 3 - Bidding</b>	<b>\$ 3,942.00</b>

<b>TASK 4 - BASIC CONSTRUCTION SERVICES</b>		<b>Task Cost</b>
4.1	Notice to proceed.	\$ 120.00
4.2	Preconstruction conference.	\$ 784.00
4.3	Written clarification.	\$ 480.00
4.4	Changed or unknown conditions.	\$ 960.00
4.5	Shop drawings.	\$ 2,376.00
4.6	"As-Built" plans and specifications.	\$ 1,968.00
	Travel Expenses	\$ 130.00
	Tallgrass Landscape Architecture	\$ 2,715.00
	ARC International, Inc.	\$ 1,500.00
	Skyline Engineering, LLC	\$ 1,250.00
	<b>Subtotal / Task 4- Basic Construction</b>	<b>\$ 12,283.00</b>

<b>TASK 5 - EXPANDED CONSTRUCTION SERVICES</b>		<b>Task Cost</b>
5.1	Mark removal limits.	\$ 800.00
5.2	P.S.A.'s.	\$ 240.00
5.3	Notify affected property owners.	\$ 240.00
5.4	Progress meetings	\$ 3,264.00
5.5	On-site observation (16 weeks at one-half time).	\$ 27,584.00
5.6	Daily Reports.	\$ -
5.7	Stormwater Inspections.	\$ -
5.8	Soil Compaction testing.	\$ -
5.9	Assurance testing.	\$ -
5.10	Monthly pay requests.	\$ 720.00
5.11	Change Orders.	\$ 1,440.00
5.12	Punch list items.	\$ 1,056.00
5.13	Construction project close-out checklist.	\$ 336.00
5.14	Letter of certification.	\$ 336.00
5.15	Letter to DENR.	\$ -
5.16	Contractor's 2-year warranty surety.	\$ 240.00
5.17	2-year warranty items.	\$ 960.00
	Travel Expenses	\$ 1,300.00
	American Technical Services, Inc. (Quality Assurance)	\$ 1,466.00
	ARC International, Inc.	\$ 1,500.00
	Skyline Engineering, LLC	\$ 500.00
	<b>Subtotal / Task 5- Expanded Construction</b>	<b>\$ 41,982.00</b>

<b>TASK 6 - MASTER PLAN</b>		<b>Task Cost</b>
6.1	Master Planning	\$ 9,744.00
	Travel Expenses	\$ 65.00
	Tallgrass Landscape Architecture	\$ 14,760.00
	ARC International, Inc.	\$ 4,000.00
	Skyline Engineering, LLC	\$ 1,250.00
	<b>Subtotal / Task 6 - Master Plan</b>	<b>\$ 29,819.00</b>

<b>TOTAL ESTIMATED FEES</b>	<b>\$ 163,289.00</b>
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**Fee Summary**

TASK 1 - PRELIMINARY DESIGN SERVICES	\$ 37,734.00
TASK 2 - FINAL DESIGN SERVICES	\$ 37,529.00
TASK 3 - BIDDING SERVICES	\$ 3,942.00
TASK 4 - BASIC CONSTRUCTION SERVICES	\$ 12,283.00
TASK 5 - EXPANDED CONSTRUCTION SERVICES	\$ 41,982.00
TASK 6 - MASTER PLAN	\$ 29,819.00

**FEE TOTAL \$ 163,289.00**

## EXHIBIT B

### Fee Proposal

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TASK 1	Preliminary Design	\$ 37,734.00
TASK 2	Final Design	\$ 37,529.00
TASK 3	Bidding	\$ 3,942.00
TASK 4	Basic Construction	\$ 12,283.00
TASK 5	Expanded Construction	\$ 41,982.00
TASK 6	Master Plan	\$ 29,819.00
<b>Total - All Tasks</b>		<b>\$ 163,289.00</b>

## EXHIBIT C

**Skyline Wilderness Park Trailhead Development & Dinosaur Park Improvements  
City of Rapid City  
Project No. PR13-6109, CIP No. 51002**

**CETEC Engineering Services, Inc.**

Ted Schultz, P.E., Principal	\$124.00/hr.
Greg Wierenga, P.E., Project Manager	\$120.00/hr.
Rich Marsh, P.E., Project Manager	\$112.00/hr.
Brook Stromer, P.E., Construction Manager	\$96.00/hr.
Jonathon Fleck, E.I.T., Project Engineer	\$72.00/hr.
Jeff Howe, LSIT, Survey Manager	\$78.00/hr.
Rick Fox, Senior CADD Technician	\$74.00/hr.
Michael Schille, Senior Engineering Technician	\$72.00/hr.
Erik Joens, E.I.T., Civil Engineering Inter / Technician	\$72.00/hr.
Mike Riker, Construction Observer	\$76.00/hr.
Jeb Rieb, Senior Project Technician	\$66.00/hr.
Jesse Rieb, Technician	\$66.00/hr.
Keith Peterson, RLS, Surveyor	\$72.00/hr.
Jon Collins, Survey Party Chief	\$72.00/hr.
Jason Dahlman, Survey Assistant	\$48.00/hr.
Sean Smith, Survey Assistant	\$48.00/hr.
Sandy Feickert, Clerical	\$48.00/hr.
Michelle Ritchie, Clerical	\$48.00/hr.

**Reimbursable Expenses**

Project Travel .....	\$0.65/mile
GPS Equipment .....	\$40/hour
Geo XH GPS Rover .....	\$15/hour
UTV Ranger.....	\$15/hour
ATV Equipment.....	\$15/hour
Blueline Printing.....	Actual Cost
Outside Printing.....	Actual Cost
Subconsultants.....	Cost plus 10%
Wastewater Flow Meter.....	\$200/week
Telephone, Perdiem .....	Non-Reimbursable



**UNIT RATE AND FEE SCHEDULE**

item	Unit	Rate
<b>A. Earthwork/Deep Foundation Inspection:</b>		
<u>Laboratory Testing - Soils:</u>		
Proctors *	Each	\$ 125.00
Gradations *	Each	\$ 100.00
Plasticity Index *	Each	\$75.00
Consolidation Swell tests *	Each	\$ 150.00
Moisture Content *	Each	<b>\$15.00</b>
Nuclear Density Tests	Each	\$10.00
Engineering Technician	Hour	\$42.00
Geotechnical Engineer**	Hour	\$85.00

\* Plus sample retention and preparation time. Sample retention and prep time charged at Engineering Technician rate.

"Geotechnical Engineer time applied on an hourly basis **for quality** control assurance which includes review of test results and acceptability of tests.

<b>B. Concrete:</b>		
Concrete Cylinders (41 set)	Set	\$45.00
Engineering Technician	Hour	\$ 42.00

Fresh concrete tests include air content, slump, temperature, and casting of cylinders. Price for cylinder set includes mold, curing, breaking, and reporting. Minimum charge of 3 hours of Engineering Technician time for concrete testing. We will strip, cure, break, and record tests for cylinders cast by others. We must charge for stripping time for sets cast by others.

<b>C. Asphalt:</b>		
Marshall *	Each	\$150.00
Rice Determination	Each	\$ 42.00
Gradation*	Each	\$50.00
Extraction-Ignition Oven Method*	Each	\$150.00
Engineering Technician	Hour	\$42.00

\* Plus sample retention and preparation time. Sample retention and prep time charged at Engineering Technician rate.

<b>D. Mobilization:</b>		
Trip Charge (Round Trip)	Mile	\$0.55
Driving Time	Hour	\$35.00

Subsurface Exploration:



Mobilization (Drill Rig)	Mile	\$3.50
Lab Work (Engineering Tech)	Hour	\$42.00
Drilling Exploration	Hour	\$135.00
Report	Lump Sum	\$400.00

Requested specialty materials testing will be quoted on a per job basis. Testing equipment and supplies may need to be ordered from outside vendors and prices change.



Matt Fridell, PLA .....\$85.00  
Tanya Olson, PLA .....\$75.00  
Office Time .....\$45.00  
(Time spent by the principles on office related tasks)

Tallgrass Landscape Architecture, LLC bills at the end of the month and at the conclusion of the work. Direct expenses of applicable sales tax, printing, and travel are charged at cost. We recommend an allowance to be reserved for these costs.



<u>Position:</u>	<u>Current Personnel:</u>	<u>Hourly Rate:</u>
Principal / Project Architect	Donovan Broberg .....	\$110 / hour
Architect / Designer	Chris Olney .....	\$80 / hour
Intern Architect / Designer	James Lushbough .....	\$70 / hour
Interior Designer 1	Kelli Trebil .....	\$65 / hour
Interior Designer 2	To be determined .....	\$60 / hour
Project Development	Jeanne Apelseth .....	\$60 / hour
Design Technician 1	Ryan Turnquist .....	\$45 / hour
Design Technician 2	To be determined .....	\$40 / hour
Business Management	Dawn Huntley .....	\$40 / hour
Administrative	Samantha Ellis .....	\$40 / hour
Other Staff	to be determined .....	to be determined

Hourly rates are subject to normal increases and adjustments.



Principals .....	\$ 130
Project Managers .....	\$ 110
Engineer III .....	\$ 105
Engineer II .....	\$ 95
Engineer I .....	\$ 85
Designer III .....	\$ 95
Designer II .....	\$ 85
Designer I .....	\$ 75
CAD Technician II .....	\$ 65
CAD Technician I .....	\$ 55
Support Staff .....	\$ 55
Intern .....	\$ 45

