



# STANDARD AGREEMENT

CITY OF RAPID CITY, SD  
PARKS AND RECREATION DEPARTMENT

**Agreement Between the City of Rapid City and Ferber Engineering Company, Inc., for Professional Design Services for City Bike Path Restoration and Rapid Creek Bank Stabilization, Project No. PR14-6118.**

AGREEMENT made \_\_\_\_\_, 2014, between the City of Rapid City, SD and Ferber Engineering Company, Inc., located at 729 Watertown Street, Rapid City, SD 57701. The City intends to obtain professional services for preliminary and final planning and design for City-wide Bike Path Restoration and Rapid Creek Bank Stabilization, Project No. PR14-6118.

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 **\$24,875.00** 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 **February 1, 2015** based on an award date of September 2, 2014.

## **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**

**FERBER ENGINEERING COMPANY, INC.**

\_\_\_\_\_  
SAM KOOIKER  
MAYOR

\_\_\_\_\_  
DAVE MUCK, PE/LS, CFM  
VICE PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ATTEST:

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

STATE OF SOUTH DAKOTA )  
  ) ss.  
COUNTY OF PENNINGTON )

On this the \_\_\_\_ day of \_\_\_\_\_, 2014, before me the undersigned officer, personally appeared Dave Muck, who acknowledged himself to be the Vice-President of Ferber Engineering Company, Inc. of Rapid City, and as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf Ferber Engineering Company, Inc.

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

(seal)

\_\_\_\_\_  
Notary Public, State of South Dakota  
My Commission Expires: \_\_\_\_\_

**City's Designated Project Representative:**

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

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

NAME            Dave Muck, PE/LS, CFM  
PHONE           343-3311  
EMAIL           DaveMuck@ferberengineering.com

## CITY-WIDE BIKE PATH RAPID CREEK BANK STABILIZATION

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### EXHIBIT A

The City of Rapid City Parks and Recreation Department (City) has determined the need to procure professional services including Preliminary and Final Design Services for the stabilization of Rapid Creek adjacent to three (3) locations of the Leonard "Swanny" Swanson Memorial Bike Path. In addition, the City requires legal surveying services for the preparation of permanent pedestrian easements for the bikepath corridor along the Cleghorn Springs State Fish Hatchery frontage.

For clarity, the overall Bank Stabilization project has been broken up into four subproject descriptions outlined below.

**Project 1: Cambell Street Bank Stabilization** – Project 1 is a bank stabilization project on the east side of Billion Auto where the bike path turns directly south from Rapid Creek. It appears that debris in the creek just upstream of the bike path bend has caused Rapid Creek low flows to be directed into the south bank of the channel causing substantial bank erosion at and under the bike path, as shown below. The Parks Department has had to close the bikepath at this location and route pedestrian and bicycle traffic into the grass around the south side of the closure. In addition, the Parks Department is not aware of a pedestrian easement across both Tract 5 of Bradsky #2 Subdivision and Lot 3 of NW1/4SW1/4 both located in Section 5, T1N, R8E, BHM.

**Project 2 – Fairgrounds Bank Stabilization** -- Project 2 is located on City property (Lot B Revised of Tract 32 in Section 6, T1N, R8E, BHM) along the east bank of Rapid Creek west of the Central States Fairgrounds south of Center Street. Project 2 is a similar bank stabilization to that outlined in Project 1. A rock bar located just upstream of the impacted area appears to split the Rapid Creek flows with the eastern flowpath directed into the bank. As erosion of the bank has occurred small eddies have developed that continue to erode the bank. The erosion face has yet to reach the bike path, but given that higher flows are being released from Pactola Reservoir this year, it may not be much longer until more substantial repairs are needed.

**Project 3 – Cleghorn Hatchery Pedestrian Easement** -- The current City bike path extends from east of Project 1 and continues west through Rapid City to Cleghorn Canyon. From Chapel Lane to Cleghorn Canyon, the bike path runs next to and parallel to the north bank of Rapid Creek across Lot 3 of Fish Hatchery Subdivision in Section 8, T1N, R7E, BHM. Lot 3 is owned by the South Dakota Game, Fish and Parks. It was originally conveyed to the SDGFP by the City in 1950 as part of Lot R of Fish Hatchery Subdivision. Within the same document, the City maintained a right-of-way for public utilities. There is no mention of use for public access.

In 2010, FEC platted Lots 1, 2 and 3 of the Fish Hatchery Subdivision for the SDGFP and the City. The platting was completed so that the City could purchase 4.3 acres from the SDGFP for construction of the Jackson Springs Raw Water Pump Station and associated facilities. Within that project, we completed significant courthouse research and did not find any pedestrian access easements across current day Lot 3.

**Project 4 – Cliffside Park Bank Stabilization** -- Project 4 is located above Cleghorn Canyon and downstream of Dark Canyon adjacent to the north side of Highway 44 and is inside of City property. Cliffside Park has a small parking lot and an internal sidewalk system leading to landings at its terminus points. These concrete landings are directly adjacent to the south bank

## CITY-WIDE BIKE PATH RAPID CREEK BANK STABILIZATION

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line of Rapid Creek and provide venues to view the creek. A portion of the sidewalk to the east of the parking lot has experienced a failure associated with bank failure. It appears that the bank failure is associated with eddy currents from redirected flow created by a makeshift rock dam constructed by the general public. The belief is that the dam was constructed to create an upstream pool during times of low flow in Rapid Creek.

The Parks Department has temporarily stabilized the erosion with medium-sized limestone riprap and repaired the missing sidewalk using aggregate base course. In addition to permanent repair of the sidewalk failure, the City has requested the investigation of providing an ADA-accessible landing near the water's edge to replace the east landing.

Tasks 1 and 2 presented in this Exhibit are "Standard" items, requested by the City. In the following detailed task descriptions, the various items within each project defined above are combined, where possible, under the same task. The projects are not discussed separately. Tasks 3, 4 and 5 (not shown) are "Standard" construction tasks and, at the City's request, will be completed for this Project by Ferber Engineering Company, Inc., with scope and budget to be negotiated prior to the completion of Task 2.

### TASK 1 - PRELIMINARY DESIGN SERVICES:

- 1.1 Kick-off Conference: The Engineer shall meet with City staff to detail project concept and scope. The Engineer shall prepare an agenda, take minutes and distribute minutes.
- 1.2 Gather and review background information and any other information 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.
  - 1.3.1 Topographic survey information will be collected for Projects 1, 2 and 4 and will define the necessary elements of Rapid Creek, the areas of erosion and the bikepath. Topographic information will be collected along probable construction access routes.
  - 1.3.2 Legal survey information will be collected, where necessary, to prepare temporary construction easements and/or permanent pedestrian access easements.
- 1.4 Engineer shall complete a preliminary design inclusive of requirements for temporary cofferdam locations and options, bank stabilization layout and preliminary construction details and project cross sections.
- 1.5 Prepare Preliminary Technical Memorandum outlining preliminary design elements and recommended final design elements and considerations.
- 1.6 Prepare preliminary plan and profile sheets for each of Projects 1, 2 and 4.
- 1.7 Prepare preliminary temporary construction easements and permanent pedestrian access easements for Projects 1 and 3.
- 1.8 Prepare preliminary opinion of probable construction costs for each of Projects 1, 2 and 4.
- 1.9 Attend submittal review meeting with City staff.

## CITY-WIDE BIKE PATH RAPID CREEK BANK STABILIZATION

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### TASK 2 - FINAL DESIGN SERVICES:

- 2.1 Address City comments from the Task 1 City review(s) and finalize Technical Memorandum. Provide three (3) copies and a pdf file of each of the reports.
- 2.2 Facilitate permanent and/or temporary construction easement acquisition, and obtain property owner contact information, finalize 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 at the time they are complete followed by a specific private utility coordination meeting in two to three weeks.
- 2.4 Provide complete plans and specifications for a unit price construction contract inclusive of Projects 1, 2 and 4. Plan sheets shall be prepared utilizing the latest City of Rapid City 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.
  - 2.4.4 If desiring exceptions from City requirements or specifications, Engineer will request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exceptions
- 2.5 Determine removal limits with approval of City of Rapid City representative.
- 2.6 Provide full Erosion and Sediment Control Plans and include the appropriate bid items in the bidder's proposal.
- 2.7 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.
- 2.8 Prepare and submit applicable permit applications with exhibits required for the City.
  - 2.8.1 A USACE 404 permit will be obtained for Projects 1, 2 and 4.
  - 2.8.2 Rapid City Floodplain Development Permit including No-Rise Certification (floodway). City will provide latest HEC-RAS models for use in this project.
- 2.9 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.
- 2.10 Prepare final Engineer's Opinions of Probable Construction for each of Projects 1, 2 and 4.
- 2.11 Provide three (3) copies of the Final Design Services submittals. The submittal shall consist of complete plans, specifications, contract documents, and opinions of probable

## CITY-WIDE BIKE PATH RAPID CREEK BANK STABILIZATION

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construction cost to the City of Rapid City's project manager for review. The Final Design Services submittal will be made to the City when the Engineer believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.

2.12 Address 95% submittal staff comments as necessary.

2.13 Engineer shall deliver the following 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.
- 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.

2.14 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.

## CITY-WIDE BIKE PATH RAPID CREEK BANK STABILIZATION

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### PROJECT TEAM, MEETINGS, AND SUBMITTALS

Project team members will include:

- Ferber Engineering Company, Inc.
- City Engineering Services staff
- City Parks Division

Engineer will attend the following meetings:

- Kick-off meeting, Task 1
- Preliminary Technical Memorandum and 35% Plans and Specifications submittal review meeting, Task 1
- Property owners meetings (coordination and easement acquisition), Task 1
- Private Utility coordination meeting, Task 2
- Final Technical Memorandum and 95% Plans, Specifications and Contract Documents review, Task 2

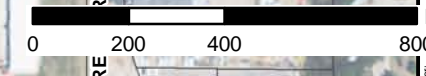
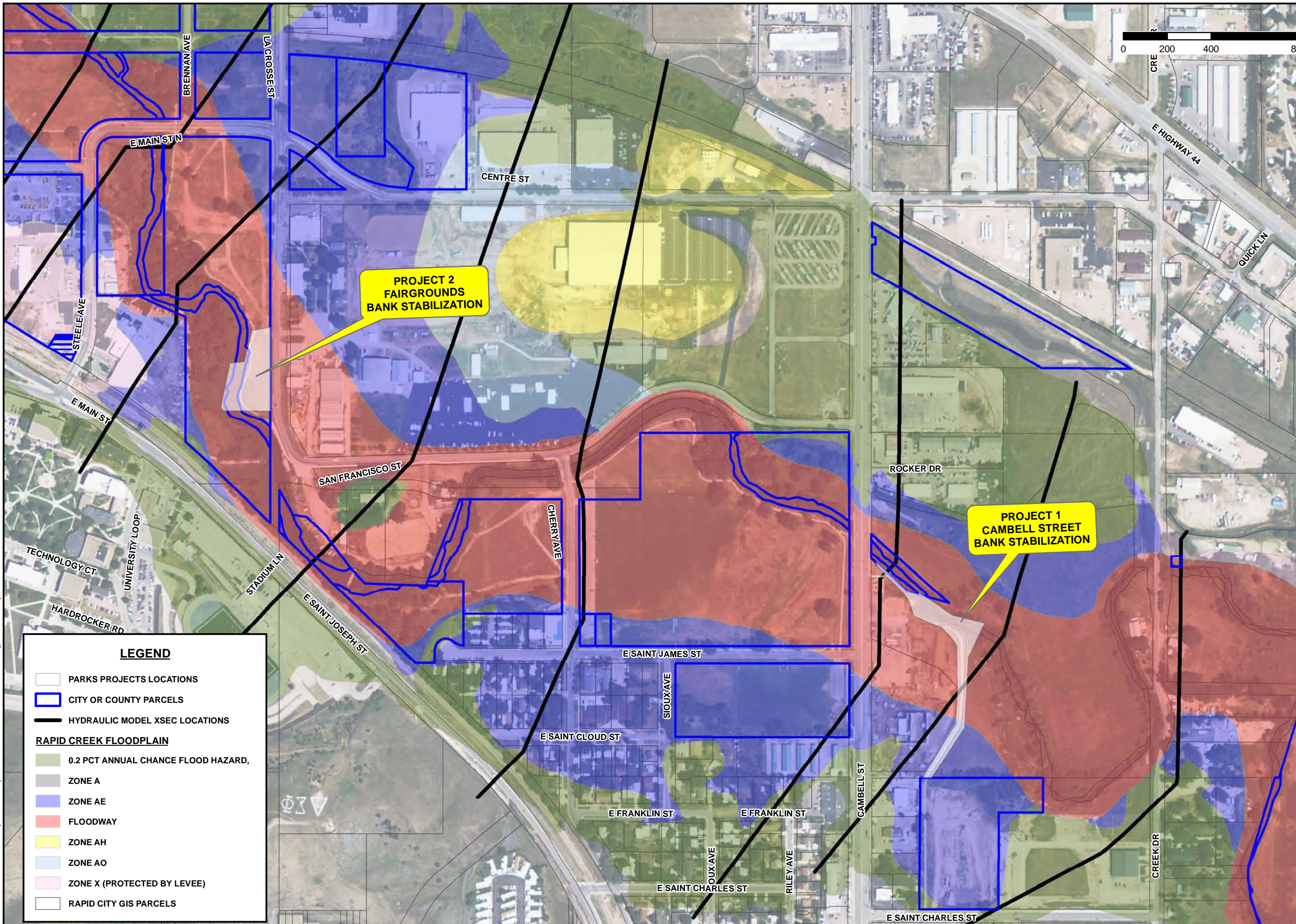
Engineer will make the following submittals:

- Kick-off meeting, Task 1 meeting minutes
- Preliminary Technical Memorandum and 30% Review Submittal, Task 1 including meeting minutes
- Final Technical Memorandum and 95% Plans and Specifications Review Submittal, Task 2 including meeting minutes
- 95% complete plans, specifications, contract documents and opinions of probable construction cost.
- Property owners meeting minutes
- Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost, Task 2

The Engineer will allow 10 working days for City review of the Preliminary Technical Memorandum and 35% Plans review submittal and the 95% complete plans, specifications, contract documents and opinions of probable construction cost Contract Documents submittal.



Date: 7/28/2014 File: P:\Proposals\2014 Proposals\CORC\Parks Bank Stabilization\1117\_FOR Parks Proposal.mxd



Prepared For:  
**Ferber Engineering Company, Inc.**  
 Civil Engineering • Water Resources • Transportation • Land Surveying • GIS  
 779 East Watertown St., Rapid City, SD 57701 • Phone: (605) 343-3311



**LEGEND**

- PARKS PROJECTS LOCATIONS
- CITY OR COUNTY PARCELS
- HYDRAULIC MODEL XSEC LOCATIONS

**RAPID CREEK FLOODPLAIN**

- 0.2 PCT ANNUAL CHANCE FLOOD HAZARD,
- ZONE A
- ZONE AE
- FLOODWAY
- ZONE AH
- ZONE AO
- ZONE X (PROTECTED BY LEVEE)
- RAPID CITY GIS PARCELS

RAPID CITY PARKS AND RECREATION DEPARTMENT  
 RAPID CREEK/BIKE PATH REPAIRS PROPOSAL  
 Project No. \_\_\_\_\_  
 RAPID CITY, SD

Sheet Title:  
**FIGURE 1.**  
 EAST SIDE  
 PROJECT  
 LOCATIONS  
 Sheet: \_\_\_\_\_



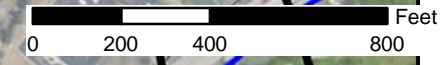
Date: 7/28/2014 File: P:\Proposals\2014 Proposals\CORC\Parks Bank Stabilization\1117\_FOR Parks Proposal.mxd

**LEGEND**

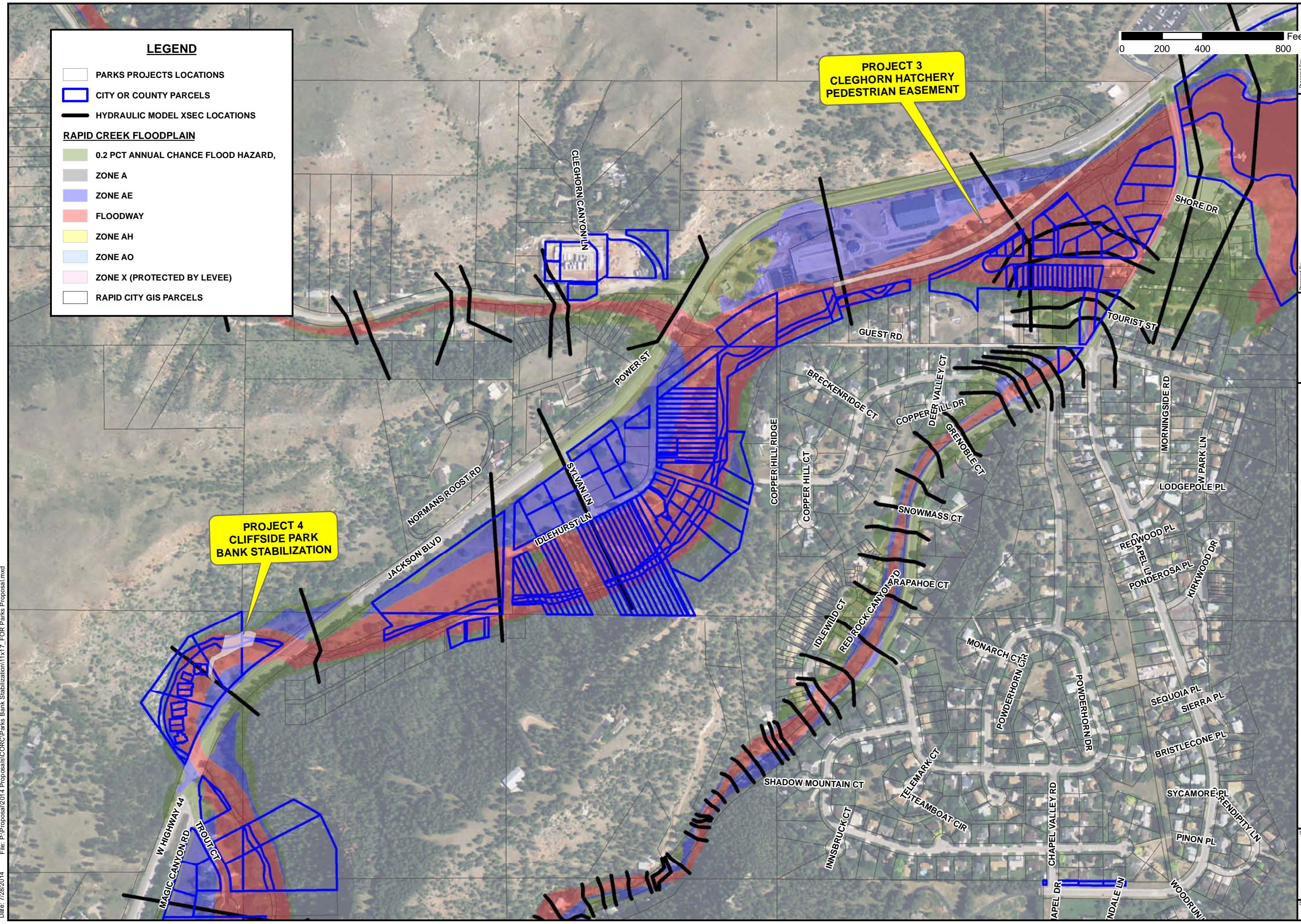
- PARKS PROJECTS LOCATIONS
- CITY OR COUNTY PARCELS
- HYDRAULIC MODEL XSEC LOCATIONS

**RAPID CREEK FLOODPLAIN**

- 0.2 PCT ANNUAL CHANCE FLOOD HAZARD,
- ZONE A
- ZONE AE
- FLOODWAY
- ZONE AH
- ZONE AO
- ZONE X (PROTECTED BY LEVEE)
- RAPID CITY GIS PARCELS



Prepared For:  
**Ferber Engineering Company, Inc.**  
 Civil Engineering • Water Resources • Transportation • Land Surveying • GIS  
 779 East Wabtown St., Rapid City, SD 57701 • Phone: (605) 343-3311



RAPID CITY PARKS AND RECREATION DEPARTMENT  
 RAPID CREEK/BIKE PATH REPAIRS PROPOSAL  
 Project No. \_\_\_\_\_  
 Sheet Title: **FIGURE 2.**  
**WEST SIDE**  
**PROJECT**  
**LOCATIONS**  
 Sheet: \_\_\_\_\_



**CITY-WIDE BIKE PATH - RAPID CREEK BANK STABILIZATION PROJECT**

**EXHIBIT B**

<b>Subtask #</b>	<b>Description</b>	<b>Subtask Total</b>
1.1	<i>Kickoff Conference and Project Startup</i>	\$240.00
1.2	<i>Gather/Review Background Information</i>	\$575.00
1.3	<i>Topographic and Legal Survey</i>	\$2,420.00
1.4	<i>Preliminary Design Preparation</i>	\$4,492.00
1.5	<i>Prepare Technical Memorandum (included in other subtasks)</i>	\$0.00
1.6	<i>Preliminary Plan and Profiles</i>	\$2,700.00
1.7	<i>Sum Place/Kno Place report prep (included in other subtasks)</i>	\$1,520.00
1.8	<i>Preliminary Opinions of Probable Construction Costs</i>	\$320.00
1.9	<i>Review existing and recommended CIP budgets</i>	\$240.00
<b>TASK 1 TOTAL</b>		<b>\$12,507.00</b>
2.1	<i>Address Design Report Comments (included in other subtasks)</i>	\$0.00
2.2	<i>Easement/ROW Preparation and Acquisition</i>	\$720.00
2.3	<i>Utility Company Coordination</i>	\$240.00
2.4	<i>Prepare Project Plans and Specifications</i>	\$7,758.00
2.5	<i>Determine Removal Limits (included in other subtasks)</i>	\$0.00
2.6	<i>Prepare Full Erosion and Sediment Control Plans (included in other subtasks)</i>	\$0.00
2.7	<i>Prepare Detailed Specifications (included in other subtasks)</i>	\$0.00
2.8	<i>Prepare/Identify Permit Applications and Exhibits</i>	\$3,180.00
2.9	<i>Identify Contractor Req'd Permits (included in other subtasks)</i>	\$0.00
2.10	<i>Final Opinions of Probable Construction Costs</i>	\$480.00
2.11	<i>95% Design Services Submittals (included in other subtasks)</i>	\$0.00
2.12	<i>Address 95% Staff Comments (included in other subtasks)</i>	\$0.00
2.13	<i>Construction Plans and Specifications Submittal</i>	\$0.00
2.14	<i>Drawing and Specification Certification (included in other subtasks)</i>	\$0.00
<b>TASK 2 TOTAL</b>		<b>\$12,378.00</b>
<b>CONTRACT TOTAL FOR TASKS 1 and 2</b>		<b>\$24,885.00</b>



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## EXHIBIT C

### 2014 SCHEDULE OF CHARGES

<b>EMPLOYEE CLASSIFICATION</b>	<b>HOURLY RATE</b>
Principal Professional Engineer	\$120.00
Principal Professional Engineer/Registered Land Surveyor	\$120.00
GIS Professional	\$90.00
Professional Engineer III	\$90.00
Professional Engineer II	\$85.00
Professional Engineer I	\$80.00
Graduate Engineer II	\$75.00
Graduate Engineer I	\$65.00
Senior Technician	\$80.00
Technician II	\$65.00
Technician I	\$55.00
Drafter II	\$65.00
Drafter I	\$55.00
Clerical	\$65.00
Mileage	\$ 0.57