

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

**Date:**

**Project Name & Number:** Baldwin Street Reconstruction Wentworth to Wedgewood Project 14-2189 and Baldwin Street Reconstruction Wedgewood to S. Berry Pine Project 14-2190 **CIP #:** 50822.1-1 & 2

**Project Description:** Professional services for design and bidding the project.

**Consultant:** Ferber Engineering Company, Inc.

**Original Contract Amount:** \$374,915.00 **Original Contract Date:** October 20, 2014 **Original Completion Date:** February, 2017

**Addendum No:**

**Amendment Description:**

**Current Contract Amount:** \_\_\_\_\_ **Current Completion Date:** \_\_\_\_\_  
**Change Requested:** \_\_\_\_\_  
**New Contract Amount:** \_\_\_\_\_ \$0.00 **New Completion Date:** \_\_\_\_\_

**Funding Source This Request:**

Amount	Fund Dept	Line Item	Dept. Fund	Comments
\$86,250.00	604	4223	833	Sewer Replacement / Improvements
\$86,250.00	<del>602-604</del>	4223	933	Water Replacement / Improvements
\$187,415.00	505	4223	8910	Streets
\$15,000.00	505	4223	8911	Drainage
\$374,915.00	<b>Total</b>			

### Agreement Review & Approvals

*Keith Johnson* 10/7/14  
 Project Manager Date

*Amber Sitis* 10/7/14  
 Compliance Specialist Date

\_\_\_\_\_  
 City Attorney Date

*John Ross* 10-7-14  
 Division Manager Date

*Terry Watterhoff* 10-7-14  
 Department Director Date

**ROUTING INSTRUCTIONS**

Route two originals of the Agreement for review and signatures.  
 Finance Office - Retain one original  
 Project Manager - Retain second original for delivery to Consultant  
 cc: Public Works  
 Engineering  
 Project Manager

**FINANCE OFFICE USE ONLY**

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Date	Initials	Approved
Appropriation	10/10/14	[Signature] <input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Cash Flow		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N

**Agreement Between City of Rapid City and Ferber Engineering Company, Inc. for  
Design and Bidding Professional Services for  
Baldwin Street Reconstruction Wentworth to Wedgewood,  
Project No. 14-2189 / CIP No. 50822.1-1  
Baldwin Street Reconstruction Wedgewood to S. Berry Pine  
Project No. 14-2190 / CIP No. 50822.1-2**

AGREEMENT made \_\_\_\_\_, 20\_\_\_\_, between the City of Rapid City, SD (City) and Ferber Engineering Company, Inc., (Engineer), located at 729 East Watertown Street Rapid City, South Dakota 57701. City intends to obtain services for design and bidding for Baldwin Street Reconstruction Wentworth to Wedgewood, Project No. 14-2189 CIP No. 50822.1-1 and Baldwin Street Reconstruction Wedgewood to S. Berry Pine, Project No. 14-2190 CIP No. 50822.1-2. 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 \$374,915.00 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 February 28, 2017 based on an award date of October 20, 2014.

## **Section 7—Insurance Requirements**

### **7.1 Insurance Required**

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.



## 7.2 Cancellation

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

## 7.3 City Acceptance of Proof

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

## 7.4 Specific Requirements

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than \$1,000,000 each occurrence and not less than \$1,000,000 annual aggregate. Coverage





shall be maintained for at least three years after final completion of the services.

### **Section 8—Hold Harmless**

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

### **Section 9—Independent Business**

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

### **Section 10-Indemnification**

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer's negligence.

### **Section 11-Controlling Law and Venue**

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7<sup>th</sup> Judicial Circuit, Pennington County.

### **Section 12-Severability**

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.



**Section 13—Funds Appropriation**

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**City of Rapid City:**

**Engineer:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
FERBER ENGINEERING COMPANY, INC.

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

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

ATTEST:

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

**Reviewed By:**

*Keith Johnson*  
\_\_\_\_\_  
KEITH JOHNSON, PROJECT MANAGER

DATE: 10/7/14

CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE

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

NAME John Van Beek  
PHONE (605) 343-3311  
EMAIL johnvanbeek@ferberengineering.com



**BALDWIN STREET RECONSTRUCTION WENTWORTH TO WEDGEWOOD  
PROJECT NO. 14-2189 / CIP 50822.1-1  
BALDWIN STREET RECONSTRUCTION WEDGEWOOD TO SOUTH BERRY PINE  
PROJECT NO. 14-2190 / CIP 50822.1-2**

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**EXHIBIT A**

The City has determined the need to procure professional services including Preliminary Design Services, Final Design Services and Bidding Services for two separate projects related to the Baldwin Street Reconstruction.

It is anticipated that the improvements will include the following:

**1. Project 1: 14-2189 Baldwin Street Reconstruction Wentworth to Wedgewood**

- a. Project 14-2189 will include replacement of curb, gutter and street pavement; replacement of aged sanitary sewer mains; replacement of aged water mains; replacement of water and sewer service lines within the right-of-way; storm sewer and drainage improvements; and replacement of sidewalk as necessary on Baldwin Street from Wedgewood Drive to Wentworth Drive and on 48<sup>th</sup> Street from Wedgewood Drive to Baldwin Street. The sanitary sewer outfall from Wentworth Drive to 44<sup>th</sup> Street may also be replaced if necessary.

Anticipated Project Bid Opening Date – January 2016

**2. Project 2: 14-2190 Baldwin Street Reconstruction Wedgewood to S. Berry Pine**

- a. Project 14-2190 will include replacement of curb, gutter and street pavement; replacement of aged sanitary sewer mains; replacement of aged water mains; replacement of water and sewer service lines within the right-of-way; storm sewer and drainage improvements; and replacement of sidewalk as necessary on Baldwin Street from South Berry Pine to Wedgewood Drive and on both Balmar Place and Markay Place. Storm sewer will be also be extended to the drainage ditch on the west side of South Berry Pine Road.

Anticipated Project Bid Opening Date – January 2017

Tasks 1 through 3 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.

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**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 listed in the Request for Proposals and any other resources as necessary.
- 1.3 Develop and distribute a survey questionnaire to property owners adjacent to proposed construction areas approximately 3 months or more ahead of soliciting bids for construction. The questionnaire should be developed to obtain information on site-specific concerns such as landscaping or irrigation systems, service line locations, special needs such as access considerations during construction, or history of utility or infrastructure problems at the property. Questionnaires would be returned to and evaluated by the consultant, who would follow up with appropriate individual contact with property owners prior to completion of 100% plans and contract documents to review project considerations that may be addressed or mitigated by the project work.
- 1.4 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. Detailed survey limits will include the applicable street rights-of-way and applicable adjacent property frontage with added areas necessary to establish adequate utility infrastructure and drainage design(s).
- 1.5 Engineer will conduct a Private Utilities Base Plan Verification Meeting: Send base plans to the private utilities requesting verification that their utilities are shown correctly per their records. A meeting with the private utilities shall be scheduled after submitting plans to verify that the utilities are shown correctly. Base plan revisions will be made as necessary.
- 1.6 Engineer will provide the following geotechnical services through Subconsultant contract with American Engineering Testing, Inc.
  - 1.6.1 Soil borings at ten (10) locations to a depth of 15 feet throughout the Projects. An additional five (5) auger borings will be drilled to identify potential areas and depths of gypsum formations.
  - 1.6.2 Laboratory testing will be completed for natural moisture content, dry density Atterberg Limits, sieve analysis, direct shear, proctor, pH, resistivity, soluble sulfate and remolded CBR.
  - 1.6.3 Prepare a report(s) summarizing lab testing and provide recommendations for subgrade preparation/stabilization, undercut, utility excavation and backfill, presence of gypsum and remedial alternatives, soil strength properties, corrosion potential and both new asphalt and concrete pavement sections.
- 1.7 Engineer shall complete a preliminary design investigation.
  - 1.7.1 Street
    - 1.7.1.1 Engineer will establish the proposed typical section(s) and cul-de-sac layouts per the Rapid City Infrastructure Design Criteria Manual (RCIDCM).
    - 1.7.1.2 Sidewalks are proposed to remain at the property line and are only anticipated to be replaced for service line work or in some cases to meet ADA requirements. Engineer will evaluate the required impacts to the existing sidewalks.

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- 1.7.1.3 Engineer will evaluate pavement types and determine if it will be beneficial to bid alternates for pavement types and pavement sections.
- 1.7.2 Water
  - 1.7.2.1 Engineer will provide horizontal and vertical layout of water mains in Baldwin Street, Balmar Place, Markay Place and 48<sup>th</sup> Street.
  - 1.7.2.2 Engineer will show new water service locations to reconnect to existing or proposed water mains.
  - 1.7.2.3 Engineer will show proposed resolutions of noncompliant and combined water services.
- 1.7.3 Sanitary Sewer
  - 1.7.3.1 Engineer will estimate design sewer flows using RCIDCM criteria based upon contributing area in order to determine minimum allowable sanitary sewer slope such that  $d/D = 0.7$ .
  - 1.7.3.2 Engineer will provide horizontal and vertical layout of sanitary sewer mains in Baldwin Street, Balmar Place, Markay Place and 48<sup>th</sup> Street.
  - 1.7.3.3 Engineer will show sanitary sewer mains to be abandoned, if required.
  - 1.7.3.4 Engineer will show new sanitary sewer service locations to reconnect to existing or proposed sanitary sewer mains.
  - 1.7.3.5 Engineer will evaluate the Baldwin Street sanitary sewer connection to 44<sup>th</sup> Street and recommend options to rehabilitate or relocate this main.
  - 1.7.3.6 Engineer will show proposed resolutions of noncompliant and combined sanitary sewer services.
- 1.7.4 Local Drainage/Storm Sewer
  - 1.7.4.1 Street drainage facilities, including storm inlets and storm sewer, will be evaluated on an as needed basis per the RCIDCM. Proposed local drainage facilities will be provided in the appropriate street plan and profile drawings.
  - 1.7.4.2 Engineer will provide horizontal and vertical layout for the connection of the proposed storm sewer system to the existing channel on the west side of S. Berry Pine Trail along with any required improvements to this channel.
  - 1.7.4.3 Engineer will evaluate the back-lot drainage issue between Baldwin Street and Wentworth Drive and recommend a solution.
- 1.7.5 Regional Drainage
  - 1.7.5.1 Engineer will provide recommendations to fix the erosion problem at the inlet of the box culvert at the intersection of W. Main Street and 44<sup>th</sup> Street.
  - 1.7.5.2 Engineer will provide conceptual horizontal and vertical design of the regional drainage channel between W. Chicago Street and W. Main Street.
  - 1.7.5.3 Engineer will identify potential conflicts and provide recommendations for resolution of those conflicts with the future drainage infrastructure and the existing sanitary sewer main.
- 1.8 Prepare Project Design Report: Engineer shall establish and indicate project specific design criteria and standards within the Project Design Report (including ADA requirements). Engineer shall submit all design assumptions for typical section (pavement width, sidewalk location, water and sewer main locations, etc.), design life, design criteria,

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and reference of design resources. The Project Design Report shall evaluate and recommend preliminary horizontal and vertical alignment for utilities and other public improvements. Establish pipe sizes, lane configurations. Provide justification for the facility and analysis of alternatives. Engineer shall use the City Infrastructure Design Criteria Manual to establish design criteria and standards. The project's geotechnical report shall be included within the Project Design Report.

- 1.9 Prepare preliminary plans including cover sheet, property layout and land ownership sheets, plan and profile sheets including locations of existing and new utilities for Projects 1 and 2. Existing utility locations with probable depths will be shown.
- 1.10 Prepare preliminary opinion of probable construction costs for Projects 1 and 2.
- 1.11 Identify permanent right-of-way and easement acquisition needs for Projects 1 and 2. Include size and extent of such easements.
- 1.12 Submit three (3) copies and a PDF version of the Design Report and preliminary plans and specifications to the City of Rapid City's project manager for review and comment.
- 1.13 Attend submittal review meeting with City staff.

**TASK 2 - FINAL DESIGN SERVICES:**

- 2.1 Address City comments from the Task 1 City review(s) and finalize Project Design Report.
- 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 specified in the contract documents. The City's Project Manager will issue a letter to the private utilities requesting their intentions as to leaving their existing infrastructure as is or if their intent is to replace all or a portion of it. If a private utility intends to replace their infrastructure, Engineer shall coordinate a location corridor for the utilities and show the proposed location on the drawings. Indicate if the private utilities intend to abandon or replace the infrastructure prior to or during this project's construction. 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.
- 2.4 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.
  - 2.4.1 Plans documents shall adhere to current City of Rapid City guidelines.

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- 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.
- 2.5 Determine removal limits with approval of City of Rapid City representative.
- 2.6 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 exception.
- 2.7 Prior to the advertisement of bids for each project, the engineer will arrange and conduct a public open house with affected residents. The open houses shall be held sufficiently ahead of the project advertisements for bids such that public comments and concerns may still be addressed within the final project documents. Notice of the open house shall be mailed to all property owners adjacent to the proposed work area(s), as well as those in the immediate area who may be directly impacted by the construction, as determined by the City. Engineer shall tabulate the public comments and concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.
- 2.8 Provide Erosion and Sediment Control Plans for Projects 1 and 2, and include the appropriate bid items in the bidder's proposal.
- 2.9 Provide traffic control and phasing plans for Projects 1 and 2 showing all streets and alleys that may be impacted by construction. All work zones, road closures, lane closures shall be indicated on the plan. Traffic control will be quantified and bid by the unit.
- 2.10 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Project drawing specific issues will be indicated as a General Note on the drawings. Material types and material specific items will be included as a detailed specification.
- 2.11 Prepare applicable permits with exhibits required for the City. 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.
- 2.11.1 City floodplain development permit
  - 2.11.2 USACE 404 permit is not anticipated to be required for this project
- 2.12 Prepare final Engineer's Opinions of Probable Construction cost for Projects 1 and 2.
- 2.13 Provide three (3) copies of the Final Design Services submittals for each of Projects 1 and 2. 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. 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.
- 2.14 Address Final Design Services submittal staff comments as necessary.
- 2.15 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.

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PROJECT NO. 14-2189 / CIP 50822.1-1  
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PROJECT NO. 14-2190 / CIP 50822.1-2**

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- 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 by construction services personnel.
  - 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.
- 2.16 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.

**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 Conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.
- 3.3 Issue addenda to the bid documents as required.
- 3.4 Engineer shall review Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab and Award Summary.
- 3.5 Engineer will prepare "As Built" plans and specifications. A hard copy of "As Built" plans and specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Engineer will provide PDF's and CAD files on a CD or DVD. The digital submittal must be compatible with AutoCAD Civil 3D 2010, or newer, and contain all files and data packaged in a format that will allow City personnel to seamlessly open "As Built" drawings. Engineer will work with the City CAD technician, in person, to demonstrate the CAD file operation and compatibility with City CAD software. If Engineer is hired for Tasks 4 and 5, "As Built" plans and specifications shall be provided thirty (30) days following project acceptance. However, if Engineer is not hired for Tasks 4 and 5, "As Builts" shall be provided thirty (30) days following Engineer's receipt of City



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markups/redlines. Engineer will be paid for this work in advance, on the last invoice, but is required to complete the work at a later date per the contract, even if Engineer has billed 100% of the contract and the City has closed the contract.

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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)
  - Water Division
  - Water Reclamation Division

Engineer will attend the following meetings:

- Kick-off meeting, Task 1
- Private Utility Base Plan Verification Meeting, Task 1
- Project Design Report and Preliminary Plans and Specifications submittal review meeting, Task 1
- Property owners meetings (coordination, easement acquisition and open houses), Tasks 1 and 2
- Private Utility coordination meetings, Task 2
- Final Plans, Specifications and Contract Documents submittal review, Task 2
- Prebid Conference, Task 3

Engineer will make the following submittals:

- Preliminary Design Services Submittal, Task 1
- Final Project Design Report, Task 2
- Final Design Services Submittal, Task 2
- Property owners meeting minutes, Task 2
- 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 15 working days for City review of the Project Design Report and Preliminary Design Services Submittal and the Final Design Services Submittal.

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**EXHIBIT B**

<b>Task #</b>	<b>Description</b>	<b>Subtask Total</b>
1.1	Kickoff Conference	\$3,440.00
1.2	Gather/Review Background Information	\$17,720.00
1.3	Property Owner Questionnaire	\$6,240.00
1.4	Topographic and Legal Survey	\$32,020.00
1.5	Private Utility Base Plan	\$7,660.00
1.6	Geotechnical Investigation	\$11,070.00
1.7	Preliminary Design Investigation	\$46,630.00
1.8	Project Design Report	\$19,430.00
1.9	Preliminary Plan and Profile	\$15,275.00
1.10	Preliminary Opinion of Probable Construction Costs	\$2,000.00
1.11	Identify ROW and Permanent and Temporary Easement Needs	\$7,700.00
1.12	Design Report Submittal	\$7,180.00
1.13	Preliminary Design Review Meeting	\$1,520.00
<b>TASK 1 TOTAL</b>		<b>\$177,885.00</b>
2.1	Finalize Project Design Report	\$11,640.00
2.2	Easement/ROW Preparation and Landowner Meetings	\$33,410.00
2.3	Utility Company Coordination	\$8,200.00
2.4	Prepare Project Plans and Specifications	\$49,330.00
2.5	Determine Removal Limits	\$5,630.00
2.6	Prepare Design Exceptions	\$3,960.00
2.7	Public Open House	\$2,360.00
2.8	Prepare Full Erosion and Sediment Control Plans	\$7,860.00
2.9	Prepare Detailed Traffic Control Plans	\$19,860.00
2.10	Prepare Detailed Specifications	\$2,200.00
2.11	Prepare/Identify Permits and Exhibits	\$960.00
2.12	Final Opinion of Probable Construction Costs	\$6,080.00
2.13	Final Design Services Submittal	\$12,480.00
2.14	Address 95% Staff Comments	\$12,030.00
2.15	Construction Plans and Specifications Submittal	\$3,380.00
2.16	DENR Submittal and Address Comments	\$1,010.00
<b>TASK 2 TOTAL</b>		<b>\$180,390.00</b>
3.1	Assist City Project Manager with Advertising Authority	\$480.00
3.2	Arrange and Attend Pre-bid Conference	\$1,240.00
3.3	Issue Addenda as Necessary	\$6,680.00
3.4	Review Bidder's Proposal, Bid Tab and Award Summary	\$480.00
3.5	Record Drawing Preparation	\$7,760.00
<b>TASK 3 TOTAL</b>		<b>\$16,640.00</b>
<b>CONTRACT TOTAL FOR TASKS 1 - 3</b>		<b>\$374,915.00</b>

Project No. 14-2189 Maximum Limiting Fee	\$194,705.00
Project No. 14-2190 Maximum Limiting Fee	\$180,210.00



Although dollar values have been provided for each task, FEC shall retain the right to reallocate monies to other tasks, subject to the maximum limiting fee shown above.

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SCHEDULE OF CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Professional Engineer	\$120.00
Principal Professional Engineer/Registered Land Surveyor	\$120.00
GIS Professional	\$95.00
Professional Engineer III	\$95.00
Professional Engineer II	\$90.00
Professional Engineer I	\$85.00
Graduate Engineer II	\$75.00
Graduate Engineer I	\$65.00
Senior Technician	\$80.00
Technician II	\$65.00
Technician I	\$60.00
Drafter II	\$65.00
Drafter I	\$60.00
Clerical	\$70.00
Mileage	\$ 0.57