

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

Date:

**Project Name & Number:** Sheridan Lake Road Reconstruction Project – June Court to Rapid Creek. Project # 14-2203 **CIP #:** 50933

**Project Description:** Project will reconstruct Sheridan Lake Road from June Court to Rapid Creek and be bid through SDDOT as an Urban Systems Project.

**Consultant:** FMG, Inc.

**Original Contract Amount:** \$118,059.00

**Original Contract Date:**

**Original Completion Date:**

**Addendum No:**

**Amendment Description:**

**Current Contract Amount:** \_\_\_\_\_

**Current Completion Date:** \_\_\_\_\_

**Change Requested:** \_\_\_\_\_


**New Contract Amount:** \_\_\_\_\_ \$0.00

**New Completion Date:** \_\_\_\_\_

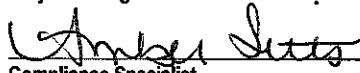
**Funding Source This Request:**

Amount	Fund Dept.	Line Item	Dept. Fund	Comments
\$7,500.00	604	4223	833	Sewer Replacement / Improvements
\$15,000.00	602	4223	933	Water Replacement / Improvements
\$70,559.00	505	4223	8910	Streets
\$25,000.00	505	4223	8911	Drainage
<b>\$118,059.00</b>	<b>Total</b>			

### Agreement Review & Approvals

 \_\_\_\_\_ 2/3/15  
Project Manager Date

 \_\_\_\_\_ 2-3-15  
Division Manager Date

 \_\_\_\_\_ 2/3/15  
Compliance Specialist Date

 \_\_\_\_\_ 2-3-15  
Department Director Date

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

**ROUTING INSTRUCTIONS**

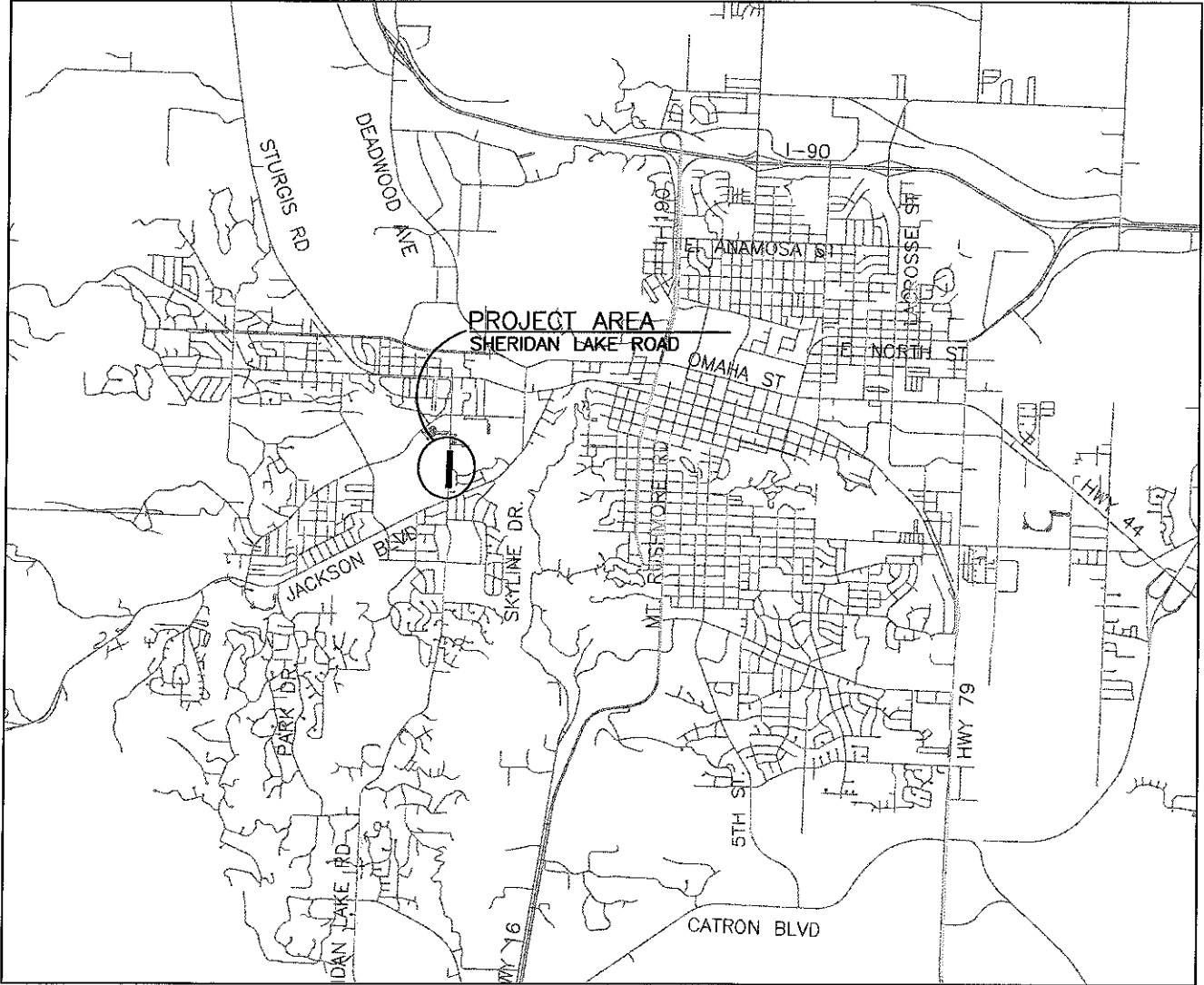
Route **two** originals of the Agreement for review and signatures.  
 Finance Office - Retain one original  
 Project Manager - Retain second original for delivery to Consultant  
 cc: Public Works  
 Engineering  
 Project Manager

**FINANCE OFFICE USE ONLY**

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

Appropriation	Date 2/4/15	Initials [Signature]	Approved [Signature]	N
Cash Flow			Y	N

# VICINITY MAP



**SHERIDAN LAKE ROAD RECONSTRUCTION PROJECT  
JUNE COURT TO RAPID CREEK  
PROJECT # 14-2203, CIP 50933**

**Agreement Between City of Rapid City and FMG, Inc. for Design and Bidding  
Professional Services for Sheridan Lake Road Reconstruction – June Court to  
Rapid Creek, Project No. 14-2203 / CIP No. 50933**

AGREEMENT made \_\_\_\_\_, 20\_\_\_\_, between the City of Rapid City, SD (City) and FMG, Inc., (Engineer), located at 3700 Sturgis Road, Rapid City, SD, 57702. City intends to obtain services for design and bidding for Sheridan Lake Road Reconstruction – June Court to Rapid Creek, Project No. 14-2203 CIP No. 50933. 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 \$118,059.00 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**

See Exhibit A for Schedule.

## **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

\_\_\_\_\_  
FMG, Inc.

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

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

ATTEST:

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

**Reviewed By:**

\_\_\_\_\_  
Todd Peckosh, P.E., PROJECT MANAGER

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

CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE

NAME Todd Peckosh, P.E.  
PHONE 394-4154  
EMAIL todd.peckosh@rcgov.org

NAME Richard Sudmeier, P.E.  
PHONE 342-4105  
EMAIL rsudmeier@fmgengineering.com



## **EXHIBIT A SCOPE OF SERVICES**

### **SHERIDAN LAKE ROAD RECONSTRUCTION – JUNE COURT TO RAPID CREEK PROJECT NO. 14-2203 CIP 50933**

The City of Rapid City has determined a project is needed to reconstruct Sheridan Lake Road between June Court and Rapid Creek. The existing pavement is in poor condition and the street sections north and south of this Project have already been reconstructed with concrete. The Project will be completed under the Urban Systems program administered through the South Dakota Department of Transportation (SDDOT). City utilities within the project limits will also be addressed and reconstructed as necessary through a Companion Project.

FMG will provide Professional Design services related to street, lighting, traffic signals (pedestrian crossing), water main, sanitary sewer, storm sewer, and water quality improvements for both Projects. The Projects will be bid through the SDDOT bid letting office, requiring that plans meet SDDOT specifications, design and bid letting requirements, including an encroachment survey.

Subconsultants to FMG are RUSTNOT Corrosion Control Services for water main corrosion analysis and West Plains Engineering for roadway lighting.

It is anticipated that the improvements will include the following:

1. Sanitary Sewer improvements include evaluation of existing manholes for potential replacement. The existing 21" Sanitary Sewer is anticipated to be left in place. Manhole lids may need to be adjusted and replaced with watertight lids and chimney seals. Improved sewer service to Storybook Island may also be necessary.
2. Water Main improvements include the evaluation of the existing 20" Canyon Lake High Level water main to determine if it should be replaced. A new 20" water main crossing of Rapid Creek may be completed if existing main remains in service. An evaluation for possible abandonment or conversion of the existing 8" Low Level main will be completed between Judy Avenue and Canyon Lake Drive. Water service and fire protection needs of Storybook Island may also be necessary.
3. Storm Sewer improvements include installation of inlets and necessary branch lines to connect to the existing 48" trunk storm sewer main. The condition of the 48" RCP trunk line will be investigated. An evaluation of the outfall will be completed to determine if it can be routed in a manner that allows access for maintenance without having to work under the bridge.
4. Water Quality improvements to include modifications to the storm sewer trunk line to divert up to the 2 year storm events to a future water quality treatment feature east of Sheridan Lake Road. The design of the water quality improvements outside of the ROW will progress to a 65% design level. A future contract with FMG will finish design and bidding for the water Quality Improvements. All elements within the ROW will be designed and constructed with this project. The water quality treatment feature is anticipated to be constructed as a separate project at a later date.
5. Roadway improvements to include 9" PCC surfacing and 5" gravel cushion, 3-12' lanes (except for taper from 4-lane to 3-lane at south end of Project, and northbound right turn lane at Rapid Creek bridge), curb & gutter, street lighting and curb ramps. On street parking will be eliminated.

6. The two flashing signals just south and north of the Rapid Creek Bridge will remain and the flashing signal located at the Pool/Baseball Field Entrance crossing will be removed.
7. Evaluate striping layout within the existing Storybook Island parking lot for accommodating but not limited to buses, RV's, and camper trailers. Addition of parking area that would connect the Creekside Business Park and Storybook Island parking lots will be evaluated. Evaluate possible realignment of the park road on east side of Sheridan Lake Road (formally named Woodland Drive) with the north access to Storybook Island.
8. A Geotechnical evaluation will be performed to identify design requirements for buried utilities and to review the SDDOT recommended pavement section to determine if a geogrid could improve the subgrade without the need for undercut and removal of problem soils.
9. Sidewalk improvements include new sidewalk beginning at the south end of the Project (west side) and connecting to the existing sidewalk along the west side of the Storybook Island parking lot with spot repair of the remaining sidewalk. ADA compliant curb ramps will be provided at all intersections. A crosswalk connecting Judy Avenue the Storybook Island will be required. The existing 8' wide shared use path on the east side of Sheridan Lake Road will be left in place.
10. Street lighting to include replacement of existing Storybook Island parking lot lights and use of Cor-Ten light poles for Sheridan Lake Road, which have been purchased and stored at the Street Division yard as part of the Jackson Boulevard Project. Coordination with Parks Department and Storybook Island will be required to determine the amount of off-street lighting required. If the pre-purchased poles can support additional masts or fixtures, there will be only one lighting circuit provided. If additional poles are required for the parking lot or the sidewalk, there will be separate lighting circuits for the street and off-street lighting. West Plains Engineering is a subconsultant to FMG for this task.

FMG Inc., was selected through the City's consultant selection process to provide Engineering Services for Task 1 through Task 3. Tasks 4 and 5 may be requested combined into a separate contract.

#### TASK 1 - PRELIMINARY DESIGN SERVICES:

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

- 1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. The consultant shall prepare an agenda, take minutes, and distribute minutes.
- 1.2 Review background information listed in the RFP, and any other resources as necessary.
- 1.3 Perform site surveys sufficient for design plan preparation and legal survey sufficient for establishment of ROW and preparation of easements. 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 Perform Encroachment Survey: After permanent ROW boundaries have been established, an encroachment survey will be completed in accordance with DOT's Encroachment Survey Guide for submittal and review by DOT.
- 1.5 There is only one occupied property adjacent to the project limits and no questionnaire will be delivered. Site specific issues such as water & sewer service, parking needs, lighting requirements, access during construction and other special needs for Storybook Island will be

discussed during two (2) separate coordination meetings. One meeting will be held during preliminary design and the second during final design. FMG will prepare an agenda and conduct the meetings with staff or representatives present from Parks Department, Engineering Services, and Storybook Island as necessary.

- 1.6 Private Utilities Base Plan Verification Meeting: The consultant shall send base plans to the private utilities requesting verifications 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 and to make plans revisions as necessary.
- 1.7 Perform Water Main Corrosion Protection Evaluation: RUSTNOT Corrosion Control Services will act as a subconsultant for part of this evaluation. RUSTNOT will develop the evaluation procedures and review data to make recommendations for possible corrosion protection measures as necessary. However, RUSTNOT will not be present during the field analysis. FMG, with the assistance of the City Maintenance Department will conduct the field analysis of the existing 20" cast iron water transmission main within the project limits. City Maintenance crews will provide exploratory excavations and any dewatering required for the field survey.
- 1.8 Perform Geotechnical Evaluation.  
To evaluate the existing soil conditions along the project alignment, a total of 5 boreholes will be drilled. One of the boreholes will be drilled within the possible stormwater quality area with groundwater monitoring. Field testing will be performed, and samples will be extracted for further laboratory analysis. Select soil samples will be tested in our laboratory to determine their general classification, physical properties, and engineering characteristics. In addition to the boreholes, soil electrical resistivity will be measured at 4 locations along the water main alignment.

Upon completion of the field and laboratory testing and our analysis, a report will be prepared that transmits the boring logs, field data, and laboratory results, provides a limited geologic analysis of the area, and provides our recommendations for utility design and installation and pavement section design. In general our recommendations will include excavation conditions, utility installation, groundwater mitigation, suitability of backfill materials and any other recommendations we consider applicable to the site conditions encountered. Our report will also include recommendations to mitigate the effects of expansive soils, should they be present at the site, on driveway and sidewalk reconstruction. The report will also include a pavement optimization analysis. The analysis will compare options for pavement and base course thicknesses and the optional use of geogrid.

- 1.9 Conceptual Design Submittal  
The Conceptual Design Submittal shall generally consist of the following documents:

A. Conceptual Design Report

Prepare a Conceptual Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report (including ADA requirements). The consultant shall submit all design assumptions for pipe sections, water, sewer, and storm sewer locations, pavement sections, etc. The Consultant shall include design life, design criteria, and reference of design resources. The Consultant shall use SDDOT design criteria and the City Infrastructure Design Criteria Manual to establish design criteria and standards. The Conceptual Design Report shall evaluate and recommend pavement design alternatives, preliminary horizontal and vertical alignments for utilities, roadways, model exterior lighting performance, project phasing and limits, and other public improvements. Establish pipe sizes, lane configurations, drainage system capacity, complete storm water quality features, etc.

Provide justification for the facility and analysis of alternatives. The project's geotechnical report shall be included within the Conceptual Project Design Report and include soil classifications, N values, water levels, proctors, CBR's, resistivity tests, pavement design, and testing recommendations. The Consultant shall elaborate on other project components as necessary.

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

Identify the existing right-of-way (ROW) location and any ROW or easements necessary for the Project. Include size and extent of such ROW and easements and contact information of property owners. Preparation of easement or ROW exhibits is excluded from contract and will be negotiated as part of Task 2 Companion Project Final Design services if needed.

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

#### B. Conceptual Drawings

Two (2) Separate drawing packages will be developed and maintained throughout design, bidding, and construction. One drawings set will be prepared using SDDOT standards for street reconstruction. A separate set of plans, referred to as the Companion Project, will be for City utility reconstruction, which will follow modified City drafting standards for 11"x17" color plans.

Three (3) copies and a PDF version of each conceptual drawing package will be provided. The conceptual drawings shall generally contain the following sheets as applicable to each drawing package:

- Cover Sheet
- Survey Control Sheet
- Anticipated traffic control phasing.
- Property Layout and Land Ownership
- Plan and Profile Sheets - Show existing and proposed utility mains and existing services, storm sewers, driveway locations, fittings, and proposed surfacing curb and gutter layout, and guardrail locations, consideration for sidewalks and ADA Facilities and drainage items.
- Parking concepts for Storybook Island.
- Street Lighting Concepts including Fixture Styles
- Cross Sections
- Special Details - Conceptual layouts for special/critical elements for example storm water quality features, traffic calming, special drainage structures, etc.

1.10 Water Quality Feature Conceptual Drawings: Separate drawings will be prepared for storm water quality features outside of the ROW.

1.11 Preliminary Design Inspection: Once the preliminary plans are submitted, FMG will schedule an on-site inspection with the DOT Urban Systems Engineer, FHWA, the City, and the DOT Area Office. A summary will be sent within two weeks of the on-site inspection to those who attended.

1.12 Submit review plans to the Corps of Engineers for work within the critical area (500' landward / 300' riverward) of the federal levee.

## TASK 2 - FINAL DESIGN SERVICES:

Task 2 Final Design Services are only for the street reconstruction project plus 65% design drawings of the water quality feature.

Task 2 Final Design Services for the Companion Project will be added to the contract by addendum after scope of work has been determined during the Task 1 services. At a minimum it is anticipated the Companion Project will include water main corrosion protection and/or reconstruction, sanitary sewer main manhole rehabilitation, and if necessary expansion of the Storybook Island parking lot between the existing Storybook Island parking lot and Creekside View Business Park parking lot. Other City project needs may become apparent during Task 1 analysis.

Final design services tasks under this agreement for the street reconstruction project and 65% water quality feature design may include the following itemized services.

- 2.1 Address City and SD DOT comments from the Task 1 City and Corp of Engineer review and finalize Conceptual Design Report. The Conceptual Design Report should be now titled "Project Design Report".
- 2.2 Conduct an open house inviting general public and public land lease tenants to discuss conceptual design of the project and address comments from the open house meeting.
- 2.3 Determine removal limits approval with City of Rapid City Representative.
- 2.4 Incorporate design features as necessary to meet the requirements outlined in the project design report.
- 2.5 Incorporate ADA compliance items, for example fillet, driveway and sidewalk improvements. All applicable ADA requirements shall be outlined in the Project Design Report. PROWAG will be used as the appropriate ADA guidelines.
- 2.6 Coordination with SD DOT Geotechnical Office, this includes light pole foundations, clarification of SD DOT report, and other items as necessary.
- 2.7 Submit Design Exception Requests to City's project manager, and verify approvals.
- 2.8 Hold a second Storybook Island coordination meeting and address comments.
- 2.9 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, the consultant 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.



Notify the City project manager if private utilities will need to be relocated so PM can formally notify the utilities to relocate.

- 2.10 Provide Complete Plans and Specifications for Street Project. It is anticipated the plans and specifications will be completed in the SDDOT Section Method for the street reconstruction project. Plans will be prepared using City required AUTOCADD rather than SDDOT required MICROSTATION. The following Plan Sections are anticipated for the Street Reconstruction Project:

Plan Section A – Estimate of Quantities and Environmental Commitments

Section A plans with Overall Cover sheet and index sheet for the project. Section A also includes the overall project estimate of quantities and environmental commitment notes as required by the SD DOT environmental office.

Plan Section B – Grading Plans

Section B plans are for grading improvements. Plan and profile sheets for street and storm sewer alignments and grades as well as curb and gutter layouts will be included.

Plan Section C – Traffic Control Plans

Section C plans provide the Traffic Control Plans. Traffic control plans will include specific locations for the installation of devices and detour routes for vehicles, pedestrians, bikes, etc.

Plan Section D – Erosion Control Plans

Section D plans provide the Erosion Control Plans. Erosion control plans will provide detailed locations identified by stations or dimensions. Separate bid items for all devices will be included in the plans.

Plan Section E – Structure Plans

Section E plans will address reconstruction of the north and south Rapid Creek Bridge approaches.

Plan Section F – Surfacing Plans

Section F plans provide typical surfacing sections for various street sections and crown locations.

Plan Section L – Signal and Lighting Plans

Section L plans provide the lighting layout conduit layout and wiring diagram. No new signals are anticipated. It is our understanding the City desires the Storybook Island Parking Lot be lighted under the street project because that walk along the west side of the parking lot is the pedestrian path for the west side of Sheridan Lake Road.

Plan Section M – Pavement Marking Plans

Section M plans provide the pavement marking layout for the street and associated crosswalks etc. If additional striping is required for Storybook Island they will be placed in the companion project plans or be identified as non-participating in the DOT plans.

Plan Section S – Permanent Signing Plans

Section S plans will contain all permanent signing for the project.

Plan Section X – Cross Sections

Section X will contain typical street and intersection cross sections with a section provided at all storm sewer cross pipes. Section Z - Pipe Sections will not be generated.

- 2.11 Water Quality Feature Drawings: The water quality feature drawings will be developed to approximately the 65% design level. Plans will detail all lines, grades, alignments, and cross sections for the proposed water quality feature. General notes, quantities, and details will not be included. FMG will be retained by a future contract to complete the design and bidding of the water quality feature.
- 2.12 Submit Final Design Documents for Final City Review. Provide two (2) copies and a PDF version of the finalized Project Design Report, Provide three (3) copies and a PDF version of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City's project manager for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.
- 2.13 Address 100% final review submittal City staff comments as necessary.
- 2.14 Submit Final Design Documents for Final DOT Review. Provide a PDF file (along with one hard copy) to the Local Government Assistance office for review and comments.
- 2.15 Address 100% final review submittal DOT comments as necessary following the DOT electronic plan review guidelines.
- 2.16 Attend final project meeting and plans inspection prior to construction.
- 2.17 Prepare any and all permits with exhibits the City will need to execute for the project. A wetland delineation and mitigation plan is not included in this scope of services.
- 2.18 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.
- 2.19 Prepare final "Engineer's Estimate" of probable construction cost for both projects utilizing standard DOT Bid Items.
- 2.20 Deliver the following final submittals:
  - Provide final plans (PDF file and one stamped and signed hard copy) to Local Governments Assistance within three (3) weeks of the date of the last review letter.
  - Provide one (1) copy and a PDF version of 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 on CD in Microsoft Word XP or previous versions.
  - Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version.

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.

- 2.21 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 Street project.

Additional bidding services if deemed necessary for the City Utility Companion Project will be negotiated and included in an Addendum to the contract.

Bidding services may include the following itemized services.

- 3.1 Prepare and issue addenda to the bid documents as required.
- 3.2 Review shop fabrication drawings as may be required for the DOT project and submit the approved shop drawings to the DOT for subsequent review and approval.
- 3.3 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 Consultant 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, containing all files and data packaged in a format that will allow City personnel to seamlessly open "As Built" drawings. The Consultant will work with the City CAD technicians, in person, to demonstrate the CAD file operation and compatibility with City CAD software.

If the Consultant is hired for Tasks 4 and 5, "As Built" plans and specifications shall be provided thirty (30) days following project acceptance. However, if the Consultants is not hired for Tasks 4 and 5, "As Built" plans shall be provided thirty (30) days following the Consultants receipt of City markups/redlines. The Consultant 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 the Consultant has billed 100% of the Contract and the City has closed the Contract.

- 3.4 Construction Miscellaneous is for 20 hours of review/address issues that occur during construction of the project. These would be hours requested by SDDOT during construction. If no issues arise this line item will not be used.

SCHEDULE

Contract Negotiations Complete	January 30, 2015
City Council Authorization	February 16, 2015
Conceptual Design Services Submittal	May 8, 2015
Final Design Services Submittal	September 4, 2015

Final Plans, Specifications, and Contract

November 27, 2015

Documents Completed

Project Bid Opening Date

January 2016

Project 100% Construction Complete

October 2016

February 02, 2015

Richard Sudmeier, P.E.  
FMG Engineering  
3700 Sturgis Road  
Rapid City, SD 57702

RE: Electrical Design Proposal for  
Sheridan Lake Road Reconstruction – June Court to Rapid Creek  
Rapid City, SD  
Project No. 14-2203 / CIP No. 50933

We appreciate the opportunity to provide you with a fee proposal to do the electrical design for the above referenced project. The following is a summary of our proposed fee to do the work. We have anticipated the project to include new roadway lighting being installed from one side of the road due to overhead power lines running on the other side of the road. The project will also include the removal of one pedestrian crossing signal and possible relocation of another one. We have anticipated design of parking lot lighting for the existing Story Book Island parking lot. This will be accomplished by either providing an extra luminaire on several of the new street light poles or by a separate lighting system. This proposal includes Bidding Period services in the form of preparing addendums and answering questions. The review of shop drawings and the development of as-built record drawings is also included. It is our understanding that the remainder of the Construction Period services will be negotiated at a later time.

Electrical – Preliminary Design Phase	\$ 6,456.00
Electrical – Final Design Phase	\$11,373.00
Electrical – Bidding Phase	\$ 672.00
Electrical – Construction Phase (Shop Drawings)	\$ 963.00
<b>Total Fee</b>	<b>\$19,464.00</b>

Attached please find a breakdown of hours and hourly rates that we have used to come up with the above amounts. Let me know if you need something different.

We appreciate the opportunity to work with you and the City of Rapid City on this project. We await your direction. Thanks.

Sincerely,



Matt VonHaden, P.E.  
Electrical Engineer

August, 2014

**Schedule of Hourly Rates for****West Plains Engineering, Inc.**

<b>Principal</b>	<b>\$200.00/hr.</b>
<b>Office Manager/Project Manager</b>	<b>\$150.00/hr.</b>
<b>Senior Engineer/Project Engineer</b>	<b>\$105.00/hr.</b>
<b>Design Engineer</b>	<b>\$80.00/hr.</b>
<b>Draftsperson</b>	<b>\$57.00/hr.</b>
<b>Clerical</b>	<b>\$45.00/hr.</b>

**Reimbursable Expenses**

<b>Mileage</b>	<b>\$0.50/mile</b>
<b>Meals</b>	<b>At Cost</b>
<b>Lodging</b>	<b>At Cost</b>
<b>Miscellaneous (i.e. long distance phone calls, outsourced printing, shipping, photos, etc.)</b>	<b>At Cost</b>

**EXHIBIT B  
TASK SCHEDULE-ESTIMATED MAN-HOURS AND FEES  
SHERIDAN LAKE ROAD RECONSTRUCTION, JUNE COURT TO RAPID CREEK  
Project No. 14-2203 / CIP 50933**

FMG, INC. - 2/2/2015

<b>TASK 1 - PRELIMINARY DESIGN SERVICES</b>		
1.1	Kickoff Meeting	\$ 345.00
1.2	Collect and Review Background Information	\$ 526.00
1.3	Perform Site Surveys	\$ 7,987.00
1.4	Encroachment Survey and Report	\$ 435.00
1.5	Meet with Storybook Island Representatives	\$ 460.00
1.6	Private Utility Base Map Verification Meeting. Obtain proposed Underground Utility Maps	\$ 522.00
1.7	Perform Water Main Corrosion Protection Evaluation	\$ 2,380.00
1.8	Perform Geotechnical Investigation	\$ 3,800.00
1.9A	Conceptual Design Report	\$ 12,515.00
1.9B	Conceptual Design Drawings	\$ 15,403.00
1.10	Water Quality Feature Conceptual Drawings	\$ 1,686.00
1.11	Preliminary Design Inspection and Minutes	\$ 690.00
1.12	Submit Review Plans to the Corp of Engineers	\$ 251.00
1.13	Reimbursables, Printing, Supplies, Mileage, Expendables for Prelim Design	\$ 300.00
<b>TOTAL FOR TASK 1-PRELIMINARY DESIGN</b>		<b>\$ 47,300.00</b>

<b>TASK 2 - FINAL DESIGN</b>		
2.1	Address City and SDDOT Comments from Task 1 Review & Finalize Design Report	\$ 1,332.00
2.2	Conduct Open House to Discuss Conceptual Design	\$ 740.00
2.3	Determine Removal Limits with the Project Engineer	\$ 230.00
2.4	Incorporate Design Features to meet Requirements of Design Report - Included in other tasks	\$ -
2.5	ADA Compliance Items & all Applicable Requirements - Included in 2.10.12	\$ -
2.6	Coordinate with SD DOT Geotechnical Engineer	\$ 230.00
2.7	Design Exception Requests and Verify Approvals - Included in Conceptual	\$ -
2.8	Second Storybook Island Coordination Meeting	\$ 345.00
2.9	Private Utility Proposed Locations Coordination (include proposed locations on plan sheets if possible)	\$ 366.00
2.10	Final Design Plans and Specifications	\$ 46,681.00
2.11	Water Quality Feature Drawings - 65% Design	\$ 2,696.00
2.12	Submit Final Design Services Documents For Final City Review	\$ 612.00
2.13	Address 100% City Staff Review Comments	\$ 2,078.00
2.14	Submit Final Design Services Documents To SDDOT For Final Review	\$ 366.00
2.15	Address 100% Final Review DOT Comments	\$ 2,844.00
2.16	Attend Final Project Meeting and Plans Inspection Prior to Construction	\$ 460.00
2.17	Prepare Permits needed for Project	\$ 435.00
2.18	Identify Permits required for the Contractor	\$ 115.00
2.19	Prepare Final Engineer's Cost Estimate	\$ 830.00
2.20	Final Plans Deliverables	\$ 1,741.00
2.21	Address DENR Review Comments	\$ 115.00
2.22	Reimbursables, Printing, Supplies, Mileage, Expendables	\$ 300.00
<b>TOTAL FOR TASK 2-FINAL DESIGN</b>		<b>\$ 62,516.00</b>

<b>TASK 3 - BIDDING SERVICES FOR STREET PROJECT</b>		
<b>Task 3</b>	<b>Bidding Phase</b>	
3.1	Prepare and Issue Addenda	\$ 1,864.00
3.2	Review Shop Drawings	\$ 2,575.00
3.3	Prepare "As Built" Plans	\$ 1,504.00
3.4	Construction Miscellaneous Per SDDOT Requirement	\$ 2,300.00
<b>TOTAL FOR TASK 3-BIDDING PHASE</b>		<b>\$ 8,243.00</b>

<b>TOTAL ALL TASKS 1 - 3</b>		<b>\$ 118,059.00</b>
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**EXHIBIT C**

**FMG ENGINEERING**

**RATE SCHEDULE**

**FOR**

**SHERIDAN LAKE ROAD RECONSTRUCTION, JUNE COURT TO RAPID  
CREEK**

**PROJECT No. 14-2203 / CIP No. 50933**

**TASKS 1, 2, and 3**

<b><u>PERSONNEL</u></b>	<b><u>RATE</u></b>
Principal Civil Engineer	\$140.00/hr
Senior Civil Engineer	\$115.00/hr
Senior Materials Specialist	\$105.00/hr
Civil Engineer – PE	\$80.00/hr
Civil Engineer – EIT	\$70.00/hr
Environmental Scientist	\$80.00/hr
Engineering Technician	\$52.00/hr
CADD Technician	\$68.00/hr
GIS Specialist	\$80.00/hr
Registered Land Surveyor	\$84.00/hr
Survey Crew Chief	\$65.00/hr
Survey Technician	\$52.00/hr
Senior Administrative Assistant	\$55.00/hr
 <b><u>VEHICLES &amp; EXPENSES</u></b>	
Mobilization (support vehicle)	\$0.70/mile
Drill Rig Mobilization	\$2.50/mile
Travel Costs - air, lodging, transport, meals, etc.	cost
Document/Plans Reproduction	cost



# CITY of RAPID CITY

## *Agenda Item Summary*

<b>Public Works Committee Meeting Date:</b> 2/10	<b>City Council Meeting Date:</b> 2/17
<b>Staff Contact:</b> Todd Peckosh	<b>Petitioner:</b>
<b>Location:</b> Sheridan Lake Road	

**Agenda Title:**

Authorize Mayor and Finance Officer to Sign Professional Services Agreement for the reconstruction of Sheridan Lake Road from June Court to Rapid Creek. Project No. 14-2203, CIP No. 50933, in the amount of \$118,059.00.

**Summary:**

Project will reconstruct Sheridan Lake Road from June Court to Rapid Creek and be bid through SDDOT as an Urban Systems Project.

**Funding Source & Fiscal Impact (if applicable):**

Fund	Cost Center	Fund	Cost Center
604	833	505	8911
602	933		
505	8910		

Budgeted       Not Budgeted

**Recommendation:**

Action:

Notes:

**City Council Options:**

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**Attachments & Links:**


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:**

\_\_\_\_\_  
MAYOR

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

ATTEST:

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

**Reviewed By:**

Todd Peckosh  
Todd Peckosh, P.E., PROJECT MANAGER

DATE: 2/3/15

CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

NAME Todd Peckosh, P.E.  
PHONE 394-4154  
EMAIL todd.peckosh@rcgov.org

**Engineer:**

Richard Sudmeier  
FMG, Inc.

DATE: 2/3/2015

ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE

NAME Richard Sudmeier, P.E.  
PHONE 342-4105  
EMAIL rsudmeier@fmgeengineering.com



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

Richard Sudmeier  
FMG, Inc.

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

DATE: 2/3/2015

ATTEST:

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

**Reviewed By:**

Todd Peckosh  
Todd Peckosh, P.E., PROJECT MANAGER

DATE: 2/3/15

CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE

NAME Todd Peckosh, P.E.  
PHONE 394-4154  
EMAIL todd.peckosh@rcgov.org

NAME Richard Sudmeier, P.E.  
PHONE 342-4105  
EMAIL rsudmeier@fmgenengineering.com

