

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

Date: March 20, 2015

Project Name & Number: Fulton Street Reconstruction Phase 1 Project No. 15-2223 / CIP 50872.1
Fulton Street Reconstruction Phase 2 Project No. 15-2224 / CIP 50872.2

Project Description:

Consultant: FMG, Inc.

| | | |
|---|---------------------------------------|---|
| Original Contract Amount: \$136,210.00 | Original Contract Date: 4/6/15 | Original Completion Date: 10/31/16 |
|---|---------------------------------------|---|

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 | Dept. | Line Item | Fund | Comments |
|--------------|--------------|-----------|------|----------|
| \$81,726.00 | 8910 | 4223 | 505 | |
| \$19,070.00 | 8911 | 4223 | 505 | |
| \$16,345.00 | 833 | 4223 | 604 | |
| \$19,069.00 | 933 | 4223 | 602 | |
| \$136,210.00 | Total | | | |

Agreement Review & Approvals

Keith Johnson 3/24/15
 Project Manager Date

Chanel Lett 3/24/15
 Compliance Specialist Date

 City Attorney Date

John Kim 3-24-15
 Division Manager Date

[Signature] 3-24-15
 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 | |
| 3/25/15 | JK | <input checked="" type="checkbox"/> | N |
| Appropriation | | | |
| Cash Flow | | | |

**Agreement Between City of Rapid City and FMG, Inc. for Design and Bidding
Professional Services for
Fulton Street Reconstruction Phase 1,
Project No. 15-2223 and
Fulton Street Reconstruction Phase 2,
Project No. 15-2224**

AGREEMENT made _____, 20____, between the City of Rapid City, SD (City) and FMG, Inc., (Engineer), located at 3700 Sturgis Road, Rapid City, SD 57702-0317. City intends to obtain services for design and bidding for Fulton Street Reconstruction Phase 1, Project No. 15-2223 CIP No. 50872.1 and Fulton Street Reconstruction Phase 2, Project No. 15-2224 CIP No. 50872.2. 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 \$136,210.00 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 October 31, 2016 based on an award date of April 6, 2015.

Section 7—Insurance Requirements

7.1 Insurance Required

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



7.2 Cancellation

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

7.3 City Acceptance of Proof

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

7.4 Specific Requirements

7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.

7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.

7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than \$1,000,000 each occurrence and not less than \$1,000,000 annual aggregate. Coverage



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

Section 8—Hold Harmless

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

Section 9—Independent Business

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

Section 10-Indemnification

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

Section 11-Controlling Law and Venue

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

Section 12-Severability

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



Section 13—Funds Appropriation

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

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

City of Rapid City:

Engineer:

MAYOR

FMG, INC.

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:

Keith Johnson

KEITH JOHNSON, PROJECT MANAGER

DATE: 3/24/15

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

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

NAME Jason Pettyjohn
PHONE (605) 342-4105
EMAIL jpettyjohn@fmgengineering.com



EXHIBIT A SCOPE OF SERVICES

FULTON STREET RECONSTRUCTION

PHASE 1

PROJECT NO. 15-2223 CIP 50872.1

PHASE 2

PROJECT NO. 15-2224 CIP 50872.2

The City of Rapid City has determined the need to procure professional services including Preliminary Design Services, Final Design Services, and Bidding Services for the Fulton Street Reconstruction Project between Tompkins Street and 9th Street. Basic Construction Services and Expanded Construction Services may be negotiated at a later date as a separate contract.

The project is anticipated to consist of services related to reconstructing existing water mains and constructing new water mains to eliminate non-conforming water services and replacing water service lines, reconstructing existing sewer mains and constructing new sewer mains to eliminate non-conforming sewer services and replacing sanitary sewer service lines, storm sewer improvements, and fully reconstructing the streets including sidewalk ramps, fillets, and driveways to comply with ADA requirements.

It is anticipated that the improvements will include the following:

1. Reconstruct the existing 6 inch and 8 inch sanitary sewer mains from the alley east of 12th Street to Tompkins Street. The 6 inch sewer main which is currently in back of the houses in the 1200 block of Fulton Street will be relocated into Fulton Street, and upsized to an 8 inch main. Evaluate the need to extend a new sewer main from the alley between West Boulevard and 11th Street to the west approximately 150 feet to eliminate non-conforming sewer service lines, and design the sewer main if deemed necessary. Construct a new sewer main from 9th Street to the west approximately 400 feet to eliminate non-conforming sewer service lines. Reconnect existing sewer service lines to the reconstructed mains and connect, in compliance with current standards, non-conforming service lines to the new sewer mains. The service lines in the 1200 block will be reconstructed from the houses to the new sewer main. All other service lines will be reconstructed or extended from the new sewer mains to the property lines.
2. Reconstruct the existing 4 inch water main in the 1200 block of Fulton Street and the 6 inch water main in the intersection of 11th Street and Fulton Street with new 8 inch PVC water mains. Construct new 8 inch PVC water mains in Fulton Street between West Boulevard and 12th Street and between 9th Street and West Boulevard. Reconstruct water service lines from the new water mains to the property lines.
3. Determine if storm sewer needs to be extended from 9th Street and/or West Boulevard to meet the Infrastructure Design Criteria Manual (I.D.C.M.) street drainage requirements. Pipe sizes and inlet locations shall be determined if needed. The West Boulevard Sewer Reconstruction Volume 2 Drainage Evaluation Report recommends installing a storm sewer through the properties between Tompkins Street and 12th Street. The Consultant shall evaluate this recommendation, determine if the storm sewer is needed, and discuss drainage issues with the property owners to determine the best alignment for the pipes.
4. Reconstruct the streets with new curb and gutter and pavement. 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. At locations where existing sidewalks are



not present, but are believed to be necessary, the project shall grade the area so sidewalks may be ordered in at a later date. These ADA requirements primarily are concerned with the intersections where geometry and ADA are issues. Design the pavement section and street geometry. The existing streets are wider than current design criteria require and it would be the intention to narrow the street section to comply with the I.D.C.M. The Consultant shall evaluate the existing parking along Fulton Street and recommend if the existing configurations should remain, be removed, or if an alternate parking arrangement should be considered. Evaluate the pavement types and determine if it would be beneficial to bid alternates for the pavement types and pavement sections (PCC and Asphalt). The City is promoting the bid alternates in cases where equivalent structural pavement sections can be developed and bid. Determine if edge drains and possibly groundwater drains should be installed. There are some trees that may interfere with the installation of curb and gutter and the consultant will be responsible for contacting the homeowners and informing them about the project and the City's tree replacement policy.

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 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 and any other resources as necessary.
- 1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates and the NAVD 88 vertical datum.
- 1.4 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 will 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 will be returned to FMG, and will 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. Most of this work will be completed under Task 2. Property owner meetings will be conducted as necessary.
- 1.5 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.
- 1.6 Perform Geotechnical Evaluation.
To evaluate the existing soil conditions along the project alignment, a total of 5 boreholes will



be drilled. 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 6 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 geogrids.

1.7 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 the City Infrastructure Design Criteria Manual to establish design criteria and standards. The Conceptual Design Report shall evaluate and recommend pavement design, 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 water quality assessment, 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 City's standard bid items and appropriate contingency item allowance.

The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report. The Conceptual Design Report shall provide drainage calculations and compare pipe sizes and inlet spacing compared to pipe sizes and inlets needed to meet City criteria. Use the City Infrastructure Design Criteria Manual to establish design criteria and standards. The Conceptual Design Report shall provide review of compliance with City's Standard Specifications for construction of the project(s).

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.

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

Provide three (3) copies and a PDF version of the conceptual drawings. The conceptual drawings shall contain the following sheets:

- Cover Sheet
- Survey Control Sheet
- 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.
- Cross Sections
- Special Details - Conceptual layouts for special/critical elements for example storm water quality features, special drainage structures, etc.
- Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.

1.8 Attend submittal review meeting with City staff, if necessary.

TASK 2 - FINAL DESIGN SERVICES:

This task consists of all services necessary to take project from Task 1 Preliminary Design Services through the Final Design Services, and may include the following itemized services.

- 2.1 Address City comments from the Task 1 City review(s) and finalize Conceptual Design Report. The Conceptual Design Report should be now titled "Project Design Report".
- 2.2 Determine removal limits approval with City of Rapid City Representative.
- 2.3 Coordinate with Geotechnical Engineer to address recommendations from the geotechnical report that should be incorporated into the project plans or specifications.
- 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.
- 2.6 Submit Additional Design Exception Requests to City's project manager, and verify approvals
- 2.7 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.

2.8 Provide Complete Plans and Specifications. It is anticipated the complete plans and specification will include. Additional design requirements follow the list of anticipated sheets.

- Provide detailed specifications supplementing the City of Rapid City Standard Specifications
- Project Manual and Bidders Proposal
- Title Sheet
- Legend Sheet
- Estimate of Quantities and General Note Sheets
- Estimate of Quantities Tables
- Property Control Drawings with Layout, Ownership/Type of Occupancy Sheets
- Right of Way and Easement Layout Sheets
- Survey Control Sheet / Horizontal/Vertical and Alignment Data
- Project Sequencing and Phasing Schedule Notes
- Detailed Traffic Control Sheets
- Existing Condition and Removal Sheets
- SWPPP sheets with City Std. Notes Plus SDDENR requirements
- Erosion Control Plan Sheets
- Typical Sections
- Utility Plan Sheets
- Utility Profile Sheets
- Storm Sewer Plan Sheets
- Storm Sewer Profile Sheets
- Curb and Gutter & Surfacing Sheets (landscaping recommendations will be provided by the City Parks Department)
- Cross Sections
- Standard City Details
- Special Project Details
- Corrosion Control and Details

The total number and/or type of sheets may vary upon final design depending on final project requirements.

Project layout sheet is to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area). Identify if property is owner occupied or a rental.

Design features as necessary to meet the requirements outlined in the Project Design Report.

Incorporate ADA compliance items, for example fillet, driveway and sidewalk improvements. All applicable ADA requirements shall be outlined in the Project Design Report.

Provide a complete stormwater pollution prevention narrative which will include detailed



erosion and sediment control measures and specifications. Provide a complete erosion and sediment control site plan which includes station and offset locations for each implemented measure. Include both temporary and permanent erosion and sediment control measures. Include an erosion and sediment control sequence of implementation and phasing schedule. Each erosion control item shall be bid separately.

Provide detailed traffic control plans showing all devices required for a MUTCD compliant plan. Show all streets and alleys that may be impacted by this project. Show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plan. A detailed layout will be included for each phase of multi-phased projects. The traffic control sequence of implementation and phasing schedule shall coincide with erosion and sediment control sequence of implementation and phasing schedule. Each traffic control device shall be bid separately. The City will provide an electronic version of an aerial photo for the selected consultant's use.

Provide a Project Sequence of implementation and phasing schedule which shall include such items as traffic control, erosion and sediment control, utility installations, paving, restoration, and construction milestones.

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.

Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Typically project drawing specific issues should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification.

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.

Plans documents shall adhere to current City of Rapid City guidelines.

Staking information shall include either of the following formats:

On the Plans

- Station offsets for all items of work requiring field staking.

In tabular form on a plan sheet (schedule)

- Coordinates and description of inter-visible control points.
- Coordinates of all items of work requiring field staking.
- Benchmark information shall be provided on each sheet.

2.9 Assist the City with easement(s) acquisition, and obtain property owner contact information, prepare easement and ROW exhibits as necessary, provide copies of current deeds on properties where easements are needed, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings.

2.10 Prior to the advertisement for bids, arrange and conduct a public open house with affected



residents. The open house shall be held sufficiently ahead of the project advertisement for bid 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. The public comments and concerns shall be tabulated and written recommendations provided for staff review regarding possible inclusion or exclusion of such requests.

- 2.11 Submit Final Design Documents for Final 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.
- 2.12 Address 100% final review submittal staff comments as necessary.
- 2.13 Prepare any and all permits with exhibits the City will need to execute for the project.
- 2.14 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.
- 2.15 Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 2.16 Deliver the following final submittals:
 - Provide one (1) copy and a PDF version of bid documents including complete plans, specifications, and Engineer's Estimate of probable construction cost to the City of Rapid City's project manager for City distribution.
 - Provide complete plans on CD compatible with AutoCAD Release 2008 or newer format.
 - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
 - Provide complete specifications and contract documents on CD in Microsoft Word XP or previous versions.
 - Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City "Engineer's Estimate" form. Provide Engineer's Estimate of probable construction costs as a component of this submittal.
 - Print and distribute five (5) copies of plans/drawings to the City of Rapid City at 11" x 17" scale for construction services personnel.

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.

- 2.17 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval, and the Consultant shall address any comments or corrections required.

TASK 3 – BIDDING SERVICES:

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

- 3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 Consultant shall proof print quality at printers before full production of copies are made.
- 3.3 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute minute copies to only Consultant and City.
- 3.4 Prepare and issue addenda to the bid documents as required.
- 3.5 Review Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab, and prepare an award recommendation letter to the City of Rapid City project manager.
- 3.6 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. 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 technician to demonstrate the CAD file operation and compatibility with City CAD software, if necessary.

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.

SCHEDULE:

| | |
|--|-----------------|
| Notice to Proceed | April 7, 2015 |
| Conceptual Design Services Submittal | October 4, 2015 |
| Final Design Services Submittal | January 8, 2016 |
| Final Plans, Specifications, and Contract Documents Complete | February 2016 |
| Project Bid Opening Date | March 2016 |
| Project 100% Construction Complete | October 2016 |



EXHIBIT B

FULTON STREET RECONSTRUCTION BETWEEN TOMPKINS STREET & 9TH STREET

Project No. 15-2223 / CIP 50872.1-PHASE 1

Project No. 15-2224 / CIP 50872.2-PHASE 2

FMG, INC.

3/23/2015

| TASK 1 - PRELIMINARY DESIGN - PHASE 1 | | FEES |
|--|---|---------------------|
| 1.1 | Kickoff Meeting | \$ 510.00 |
| 1.2 | Collect and Review Background Information | \$ 1,390.00 |
| 1.3 | Perform Site Surveys | \$ 18,230.00 |
| 1.4 | Develop and Distribute Questionnaire to Property Owners | \$ 735.00 |
| 1.5 | Private Utility Base Map Verification Meeting. Obtain proposed Underground Utility Maps | \$ 700.00 |
| 1.6 | Perform Geotechnical Investigation | \$ 4,500.00 |
| 1.7A | Conceptual Design Report | \$ 19,205.00 |
| 1.7B | Conceptual Design Drawings | \$ 9,495.00 |
| 1.8 | Attend Submittal Review Meeting with City Staff | \$ 400.00 |
| 1.9 | Reimbursables, Printing, Supplies, Mileage, Expendables for Prelim Design | \$ 635.00 |
| TOTAL FOR TASK 1-PRELIMINARY DESIGN | | \$ 55,800.00 |

| TASK 2 - FINAL DESIGN - PHASE 2 | | FEES |
|--|---|---------------------|
| 2.1 | Address City Comments from Task 1 City Review and Finalize Design Report | \$ 2,410.00 |
| 2.2 | Determine Removal Limits with the Project Engineer | \$ 340.00 |
| 2.3 | Coordinate with Geotechnical Engineer | \$ 115.00 |
| 2.4 | Incorporate Design Features to meet Requirements of Design Report | \$ 1,700.00 |
| 2.5 | ADA Compliance items and all Applicable Requirements | \$ 3,740.00 |
| 2.6 | Additional Design Exception Requests and Verify Approvals | \$ 300.00 |
| 2.7 | Private Utility Proposed Locations Coordination (include proposed locations on plan sheets if possible) | \$ 710.00 |
| 2.8 | Provide Complete Plans and Specifications for Final Review | \$ 47,870.00 |
| 2.9 | Assist City with Easement/ROW Acquisition | \$ 4,620.00 |
| 2.10 | Neighborhood Open House and Address Comments Received | \$ 1,790.00 |
| 2.11 | Submit Final Design Services Documents | \$ 960.00 |
| 2.12 | Address 100% Submittal Staff Comments if Necessary | \$ 1,810.00 |
| 2.13 | Prepare Permits and Exhibits needed for Project | \$ 1,070.00 |
| 2.14 | Identify Permits required for the Contractor | \$ 115.00 |
| 2.15 | Prepare Final Engineer's Cost Estimate | \$ 1,390.00 |
| 2.16 | Final Plans Deliverables | \$ 4,290.00 |
| 2.17 | Address DENR Review Comments | \$ 270.00 |
| 2.18 | Reimbursables, Printing, Supplies, Mileage, Expendables | \$ 900.00 |
| TOTAL FOR TASK 2-FINAL DESIGN | | \$ 74,400.00 |



EXHIBIT B
FULTON STREET RECONSTRUCTION BETWEEN TOMPKINS STREET & 9TH STREET
Project No. 15-2223 / CIP 50872.1-PHASE 1
Project No. 15-2224 / CIP 50872.2-PHASE 2
FMG, INC.
3/23/2015

| TASK 3 - BIDDING SERVICES | | FEEs |
|---------------------------------------|---|----------------------|
| Task 3 | Bidding Phase | |
| 3.1 | Information to City for Advertising Authority | \$ 115.00 |
| 3.2 | Proof Print Quality at Printers | \$ 115.00 |
| 3.3 | Prebid Meeting/Minutes | \$ 315.00 |
| 3.4 | Prepare and Issue Addenda | \$ 1,670.00 |
| 3.5 | Bid Tabulations, Review and Recommendation | \$ 230.00 |
| 3.6 | Prepare "As Built" Plans | \$ 3,565.00 |
| TOTAL FOR TASK 3-BIDDING PHASE | | \$ 6,010.00 |
| TOTAL ALL TASKS 1 - 3 | | \$ 136,210.00 |

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



FMG ENGINEERING
RATE SCHEDULE
FOR
FULTON STREET RECONSTRUCTION
PHASE 1
Project No. 15-2223 / CIP No. 50872.1
PHASE 2
Project No. 15-2224 / CIP No. 50872.2

| <u>PRIMARY PERSONNEL</u> | <u>RATE</u> |
|---|--------------------|
| Principal Civil Engineer | \$140.00/hr |
| Senior Civil Engineer | \$115.00/hr |
| Senior Geotechnical Engineer | \$120.00/hr |
| Senior Materials Specialist | \$105.00/hr |
| Registered Land Surveyor | \$85.00/hr |
| Construction Observer | \$75.00/hr |
| | |
| <u>SUPPORT STAFF</u> | |
| Civil Engineer – PE | \$85.00/hr |
| Civil Engineer – EIT | \$75.00/hr |
| Environmental Scientist | \$80.00/hr |
| Engineering Technician | \$55.00/hr |
| CADD Technician | \$70.00/hr |
| GIS Specialist | \$80.00/hr |
| Materials Technician | \$55.00/hr |
| Survey Crew Chief | \$65.00/hr |
| Survey Technician | \$55.00/hr |
| Senior Administrative Assistant | \$55.00/hr |
| | |
| <u>VEHICLES & EXPENSES</u> | |
| Mobilization (support vehicle) | \$0.70/mile |
| Travel Costs - air, lodging, transport, meals, etc. | cost |
| Document/Plans Reproduction | cost |