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BAREIS ENGINEERING, INC.

May 24, 2004

Rapid City, South Dakota 57709-9333  
(605) 343-0222  
Fax (605) 343-3477

Mr. Klare Schroeder, Engineering Division  
City of Rapid City – Public Works Department  
300 Sixth Street  
Rapid City, South Dakota 57701

**SUBJECT: Engineering Services Proposal for US 16B, Minnesota to St. Patrick, Sewer/  
Water Relocation – Project No. SSW04-1393 (CIP #50229) – Rapid City,  
South Dakota**

Dear Mr. Schroeder:

Thank you for the opportunity to provide engineering services to the City of Rapid City. Enclosed is a proposal for providing analysis, design, plans, specifications, and cost estimates for construction or relocation of existing utilities during the SD DOT grading project on Cambell Street. I have also enclosed an Agreement for Professional Services, signed by me.

A detailed breakdown of work tasks is included in Exhibit A – Scope of Services and Fee Estimate. It is my understanding that I will use data provided by the City engineering and utility departments to verify and reconcile locations of water and sanitary sewer utilities on the DOT plans. A plan set and bid schedule will be developed to show utility adjustments and relocations. The plan set will include a tabulation of work to be performed, general notes, and standard details. Plans and the bid schedule will be formatted to meet City and DOT standards. The Fee Estimate includes labor hours for engineering, drafting, and surveying. CETEC Engineering Services, Inc. will provide drafting and surveying services to Bareis Engineering, Inc. as a subconsultant. At this time, it is assumed that very little surveying will be required for this project, as the DOT has agreed to re-survey selected sections of the project if requested.

The anticipated schedule for completion of design services is: draft plans and specifications to the City by September 15, and final deliverables to the City and DOT by November 1, 2004. Construction phase services are not expected to begin until 2005 or 2006. Bareis Engineering, Inc. proposes to provide the services outlined above for a not-to-exceed amount of \$ 9,070.

Please review the enclosed documents and forward to appropriate City staff. I can be reached at 605-343-0222 with any questions.

Sincerely yours,



Stephen Bareis, PE

Enclosures

**BAREIS ENGINEERING, INC.**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**CLIENT:** City of Rapid City – Public Works Division  
300 Sixth Street  
Rapid City, SD 57701

**PROJECT:** US 16B, Minnesota to St. Patrick, Sewer/Water Relocation  
Project No. SSW04-1393 – CIP #50229

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**INTRODUCTION:**

Bareis Engineering, Inc. (BAREIS) agrees to provide engineering services to the City of Rapid City (CLIENT) according to the terms of this Agreement. Specifically, BAREIS will provide analysis, design, plans, and construction support for relocation of city-owned utilities impacted by the proposed South Dakota Department of Transportation (DOT) grading project on Cambell Street (No. NH-PH 2016(14) 68). Services to be provided are detailed in Exhibit A - Scope of Services and Fee Estimate, and in accordance with the provisions of Exhibit B - Provisions and Fee Schedule.

**PROJECT DESCRIPTION:**

The City of Rapid City proposes to design and construct relocated sanitary sewer and water mains in conjunction with a DOT project on Cambell Street between St. Patrick Street and Minnesota Street. Design services shall include alignment analysis, preparation of easement exhibits/agreements, if necessary; and plans, cost estimates and specifications preparation.

The project includes the relocation of approximately a dozen fire hydrants and the relaying of sewer adjacent to the new Oakland Street connection to Hwy 79 at a preliminary estimated cost of \$105,000.00. The project is scheduled for design in 2004 and for letting to construction in the fall of 2005.

Funding for the project in from the Sewer and Water Enterprise Fund. This is not a qualifying utility project. Storm piping/drainage is being handled as part of the DOT project.

Design criteria for the project shall include the "City of Rapid City Standard Specifications, 2002 Edition"; "Recommended Standards for Wastewater Facilities" (Ten State Standards, latest edition); and "Design Criteria Manual for Water Distribution Systems and Sanitary Sewer Collection Systems for the City of Rapid City" (Draft).

Justification: Widening of Cambell Street and the intersection work at St. Patrick Street necessitates the need to adjust, upgrade or expand existing utilities. This major DOT reconstruction project has a small portion of utilities work that will be necessary to accommodate the improvements that DOT is planning to make.

**PAYMENT:**

Payment to BAREIS will be on the basis of labor and reimbursable expenses as defined in the attached exhibits. Reimbursable expenses will be limited to plotting and printing expenses only, and will

not exceed the amount shown in the Fee Estimate. BAREIS will submit invoices every other month, on a schedule acceptable to the CLIENT.

The fee for services provided will not exceed the fixed, aggregate amount of \$ 9,070.00. This fee does not include sales tax. If sales or other taxes and fees are charged for BAREIS's services, they will be added to the actual billing and CLIENT is responsible to compensate BAREIS in an amount to pay for such additional fees and taxes.

Work outside the scope described in Exhibit A would be performed on the basis of labor and reimbursable expenses (as defined in the attached Exhibit B - Provisions and Fee Schedule), or as otherwise negotiated and is not part of the fixed, not-to-exceed amount.

**TIME:**

BAREIS's services will commence upon receipt of Notice-to-Proceed from CLIENT. Services will continue through completion and close-out of the Project.

**SUMMARY:**

In the event a task was not specifically identified in the Scope of Services (Exhibit A) of the Agreement, or where additional services are found necessary as a result of changes in scope of the project, both parties agree to negotiate an equitable adjustment for incorporating the task into this Agreement.

This Agreement and said Exhibits may only be changed by written amendment executed by both parties. This Agreement, together with the Exhibits identified above and attached hereto, constitute the entire agreement between CLIENT and BAREIS and supersedes all prior written and oral understandings. BAREIS's services are defined solely by this Agreement and not by any other contract or agreement that may be associated with this Project.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date and year written below.

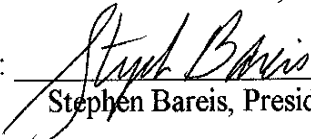
THE CITY OF RAPID CITY, SOUTH DAKOTA

BY: \_\_\_\_\_  
Jim Shaw, Mayor

ATTEST:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Finance Officer

BAREIS ENGINEERING, INC.

BY:  \_\_\_\_\_  
Stephen Bareis, President

Date: \_\_\_\_\_

## EXHIBIT A - SCOPE OF SERVICES AND FEE ESTIMATE

**PROJECT:** US 16B, Minnesota to St. Patrick, Sewer/Water Relocation No. SSW04-1393

**CLIENT:** City of Rapid City Engineering Division  
Mr. Klare Schroeder, Project Manager – Urban Systems

**DATE:** May 24, 2004

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Bareis Engineering, Inc. (BAREIS) proposes to provide engineering, drafting, and surveying services for utility (City water and sanitary sewer) adjustments and relocations made necessary by upcoming SD DOT Cambell Street grading project, as requested by and under the direction of the City of Rapid City Engineering Division. The total fees shown in the Fee Estimate are a not-to-exceed amount, and the City of Rapid City (CLIENT) will be billed for only those services actually provided and reimbursable costs actually spent. The labor rates shown in Exhibit B will remain unchanged for the life of this project.

### BASIC SERVICES

#### TASK 1. - VERIFICATION

1. Detailed review of City utility maps against features shown on DOT 90% plans.
2. Check for conflicts between existing sanitary sewer and water mains and proposed light poles.
3. Check for conflicts between existing utilities and proposed storm sewer system.
4. Perform ground survey of features shown on DOT plans and delineate curb stops vs. valve boxes.
5. Using information provided by developer, research new utility grades and locations at Oakland Street/Cambell Street intersection.
6. Using information provided by City Utility Department, research existing sanitary sewer services on main to be abandoned east of Oakland Street.
7. Using information provided by the City, research proposed expansion/future needs along Cambell Street.
8. Re-survey disputed or overlooked utility features, using two-person survey crew.
9. Provide summary of findings to City Engineering, for their use and forwarding to SD Department of Transportation. Note: a "Design Report" will not be prepared for this project; the summary of findings will enable City staff to assess current conditions and probable utility impacts.
10. Exclusion: Geotechnical investigations are not included in this Scope of Services.
11. Exclusion: Preparation of plats and/or easement exhibits is not included in this Scope of Services.

## **TASK 2. - DESIGN**

1. Design sanitary sewer revisions (plan/profile) on Cambell Street east of Oakland Street.
2. Design utility relocations (plan/profile) at conflicting storm sewer locations.
3. Design water main “dry pipe” installation at Fairmont Blvd. for future expansion.
4. Design water main replacements as requested by City Engineering.
5. Conduct utility coordination meetings with other public utilities to resolve conflicts.
6. Develop plan/profile sheets (matching DOT scale and format) annotated to describe utility relocations and replacements. Note: BAREIS requests that City GIS information be provided for use in preparing plan/profile sheets.
7. Develop Summary Table of Construction Work Items, with quantities.
8. Develop Bid Schedule to match Summary Table.
9. Develop preliminary opinion of probable construction cost.
10. Develop General Notes/Standard Details plan sheet(s) using current City Specifications.
11. Provide cathodic protection specifications for inclusion into DOT Project Book.
12. Develop Traffic Control Plan for utility work, including preliminary cost estimate, and coordinate with DOT for inclusion into main Traffic Control Plan.
13. For critical utility work, provide Sequencing of Construction on plan notes.
14. Apply for DOT Utility Occupancy Permit on behalf of the City.
15. Periodically update City Engineering on progress.
16. Act as City representative during DOT review meetings.
17. Prepare Engineer’s Opinion of Probable Cost.
18. Submit deliverables (plan/profile sheets, general notes and details, Bid Schedule, Engineer’s Opinion of Probable Cost, and specification inserts) for review and comment. Participate in review sessions with City, DOT, and DENR as requested.
19. Revise and submit final deliverables to City in reproducible and electronic format.

## **TASK 3. - CONSTRUCTION SERVICES**

1. Pre-bid: Attend pre-bid meeting, answer bidder’s questions and prepare addenda.
2. Assist in evaluating bids.
3. Attend Pre-construction meeting.
4. Review shop drawings and other submittals.
5. Exclusion: Construction observation is not included in this Scope of Services. This item was discussed with City Project Manager who stated that CLIENT would provide construction observation. BAREIS will make site visits during construction only when requested by City Inspection to resolve conflicts or verify design.
6. Review as-built drawing data submitted by Contractor.
7. Prepare as-built drawings and submit to City in reproducible and electronic format.

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## EXHIBIT A - FEE ESTIMATE

**PROJECT:** US 16B, Minnesota to St. Patrick, Sewer/Water Relocation  
Project No. SSW04-1393 - CIP #50229

**CLIENT:** City of Rapid City - Engineering Division  
300 Sixth Street  
Rapid City, SD 57701 Phone: (605) 394-5377 #222

**DATE:** May 24, 2004

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Water and Sewer Verification, Design, and Construction Services are detailed in Exhibit A - Scope of Services. Notice-to-Proceed assumed to be on or about 06/08/04.

### DETAILED FEE ESTIMATE:

**Task 1 - June 8 - July 15, 2004: Verify utility locations and resolve conflicts.**  
**Task 2 - July 15 - Nov. 1, 2004: Design Plans, Estimate, Summary, and Bid Schedule.**  
**Task 3 - TBD: Construction Services during bidding, construction, and close-out.**

#### TASK 1 - LABOR:

Project Engineer	31 hours	x	\$70.00	=	\$2,170.00
Survey Crew	6 hours	x	\$85.00	=	\$510.00
Subtotal Labor					<u>\$2,680.00</u>

#### TASK 2 - LABOR:

Project Engineer	62 hours	x	\$70.00	=	\$4,340.00
CADD Drafting Tech.	22 hours	x	\$45.00	=	\$990.00
Subtotal Labor					<u>\$5,330.00</u>

#### REIMBURSABLE EXPENSES:

Plotting and Printing	1	ls	x	\$60.00	=	\$60.00
Subtotal Reimbursable Expenses					<u>\$60.00</u>	

#### TASK 3 - LABOR:

Project Engineer	13 hours	x	\$70.00	=	\$910.00
CADD Drafting Tech.	2 hours	x	\$45.00	=	\$90.00
Subtotal Labor					<u>\$1,000.00</u>

**TOTAL FEE ESTIMATE**

**\$9,070.00**

## EXHIBIT B - PROVISIONS AND FEE SCHEDULE

**GENERAL.** The successful completion within cost and schedule limits can be influenced - favorably or adversely - by changes in the scope of services and schedules as indicated by CLIENT's needs and presently unforeseen circumstances. ENGINEER (Bareis Engineering, Inc.) will notify CLIENT in advance if scheduled costs are expected to exceed the estimate. In such events, CLIENT may wish to: 1) authorize additional funds to complete the services as originally defined, 2) re-define the scope of services in order to fit the remaining funds, or 3) request that services be stopped at a specific expenditure level. If option 3 is chosen, ENGINEER will turn over such data and results, and materials completed at the authorized level without further obligation or liability by either party except for payment for services performed.

**AUTHORIZATION TO PROCEED.** Execution of this Agreement by the CLIENT will be authorization for ENGINEER to proceed with the services unless otherwise provided for in this Agreement.

**STANDARD OF CARE.** The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

**PAYMENT.** Invoices will be submitted and will include the charges incurred during the preceding month. Payment of the invoice is due within thirty (30) days following receipt of ENGINEER's invoice. The amounts due ENGINEER will be increased at the rate of 1½% per month from said thirtieth day. Any attorney's fee or other costs incurred in collecting delinquent amounts shall be paid by the CLIENT. ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

**DISPUTE RESOLUTION.** Any claims or disputes made during design, construction or post-construction between the CLIENT and ENGINEER shall be submitted to non-binding mediation. CLIENT and ENGINEER agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the

primary method for dispute resolution between all parties.

**LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the project to both the CLIENT and ENGINEER, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of ENGINEER and ENGINEER's consultants to CLIENT and to all construction contractors and subcontractors on the project and other third parties for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the ENGINEER and ENGINEER's consultants to all those named shall not exceed the total compensation received by ENGINEER under this Agreement. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**TERMINATION.** This Agreement may be terminated for convenience on 30 days written notice, or for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, ENGINEER will be paid for all authorized services performed up to the termination date plus termination expenses such as, but not limited to, reassignment of personnel, subcontract termination cost, and related closeout costs. If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement.

**SEVERABILITY AND SURVIVAL.** If any of the provisions in the Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause.

**INTERPRETATION.** The limitations of liability and indemnities will apply whether ENGINEER's liability arises under breach of contract or warranty; tort, including negligence; strict or statutory liability; or any other causes of action. The laws of place of business of ENGINEER shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, except Asbestos or Hazardous Substances.

**NO THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against ENGINEER and ENGINEER's officers, directors, employees, agents and ENGINEER's consultants. ENGINEER's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against ENGINEER and ENGINEER's officers, directors, employees, agents and ENGINEER's consultants because of this Agreement or the performance or non-performance of services hereunder.

**ASBESTOS/HAZARDOUS SUBSTANCES.** To the maximum extent permitted by law, the CLIENT will indemnify and defend ENGINEER and its officers, directors, employees, ENGINEER's consultants and agents, from claims, damages, losses and expenses, including, but not limited to, direct, indirect or consequential damages and attorney's fees, in excess of the Limitation of Liability, arising out of or relating to the presence of asbestos or the presence, discharge, release, or escape of hazardous substances or contaminants on or from the Project. The indemnity in this provision will be construed and enforced according to the laws of the place of business of the ENGINEER.

**SITE ACCESS.** CLIENT shall guarantee access to and make all provisions for ENGINEER to enter upon public and private property for the purposes of performing its services in accordance with this Agreement

**CONSTRUCTION PERIOD SERVICES.** If required by the Agreement, ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary (or as defined in the Agreement) in order to observe as an experienced and qualified design professional the quality of the various aspects of the construction contractor's work. The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the construction phase, and in addition, by exercise of ENGINEER's efforts as an experienced design professional, to provide for CLIENT a greater degree of confidence that the completed work of construction contractor will conform generally to the construction contract documents. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of construction contractor's work in progress, supervise, direct or have control over contractor's work nor shall ENGINEER have authority

over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor, for safety precautions and programs incident to the work or contractor or for any failure of contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor's furnishing and performing its work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by contractor nor assume responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents. ENGINEER shall not be responsible for the acts or omissions of any contractor, or of any subcontractor or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the contractor's work.

**PROJECT SAFETY.** The CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours.

**INDEMNIFICATION.** The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER and ENGINEERS's employees, directors, and subconsultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

**SCHEDULE OF FEES.** For projects to be paid on the basis of hourly rates and expenses, the charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the unit price hourly rates set forth below for the labor classifications indicated.

If the project is to be paid on a Lump Sum Fee basis of payment, the Lump Sum Fee shall govern and be paid on a monthly basis in accordance with the estimated percentage of completion. The following hourly rates and expenses would be used in the event ENGINEER was required by CLIENT to perform additional services, unless a new Lump Sum Fee is negotiated.



The schedule listed below details typical project related reimbursable expenses. However, ENGINEER may have other expenses not listed in the following schedule. CLIENT will compensate ENGINEER for the actual cost of other project related reimbursable expenses not otherwise listed below.

## SCHEDULE OF FEES

Bareis Engineering, Inc. ❖ Rapid City, South Dakota  
Effective January 2004

### LABOR

Clerical .....	\$ 24.00 Per Hour
Drafter (CETEC).....	\$ 45.00 Per Hour
Two-man Survey Crew (CETEC).....	\$ 85.00 Per Hour
Engineer.....	\$ 52.00 Per Hour
Project Engineer .....	\$ 70.00 Per Hour

### REIMBURSABLE EXPENSES

Auto or Pickup.....	\$0.35 Per Mile
Meals, Lodging and Transportation Costs.....	N/A
Printing and Plotting.....	Actual Cost
Capital Equipment Required for the Project .....	N/A
Subconsultants.....	Actual Cost

*The above labor and reimbursable expense rates are firm through December 31, 2004.  
We reserve the right to adjust the rates annually, thereafter. Additional job classifications  
may be added to reflect staff changes or promotions.*



*This schedule of fees contains confidential business information and is not to be copied  
or distributed for any purpose other than the use intended in this contract or proposal.*