

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

Date: 2/20/08

Project Name & Number: Anamosa Street Reconstruction (from Haines Avenue to Midway Street) **CIP #:** 50519-1472
ST07 - 1472

Project Description: Engineering Services include the Final Design of this segment based on Preliminary Report and Design from CIP No. 50518-1471.
Water and sewer main design is not eligible for STP funds, and therefore will be designed under a separate contract.

Consultant: FMG, Inc.

Original Contract Amount: \$89,434.77

Original Contract Date:

Original Completion Date:

Amendment Number:

Amendment Description:

Current Contract Amount: _____
Change Requested: _____
New Contract Amount: _____ **\$0.00**

Current Completion Date: _____
New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Comments
\$89,434.77	STP	4223	SDDOT Urban Systems Funding workorder
	8913		
\$89,434.77	Total		

Agreement Review & Approvals

Todd Feebel _____ **2/20/08**
Project Manager Date

[Signature] _____ **2-20-08**
Division Manager Date

Dick Johnson _____ **2/20/08**
Department Director Date

SEE CONTRACT

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)

	Date	Initials	Approved
Appropriation	5/1/08	JA	<input checked="" type="checkbox"/> N
Cash Flow			<input checked="" type="checkbox"/> N

**AGREEMENT
FOR PROFESSIONAL SERVICES**

**Anamosa Street Reconstruction
(Except Water and Sewer design)
Final Design – Phase 2**

THIS AGREEMENT made on this _____ day of _____, 200__ between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and FMG Inc, 3700 Sturgis Road, Rapid City, SD, 57702, hereinafter referred to as CONSULTANT.

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of Engineering services by CONSULTANT and the payment for those services by OWNER as set forth below.

SECTION 1 - GENERAL

1.1 Project Description:

**GRADING, SURFACING, CURB AND GUTTER, DRAINAGE, LIGHTING,
SIGNALS AND TRAFFIC STUDY – FINAL DESIGN PHASE 2
ANAMOSA STREET RECONSTRUCTION – PHASE 2
HAINES AVENUE TO NEAR MIDWAY STREET**

Companion Project to
**WATER AND SANITARY SEWER RECONSTRUCTION – Final Design Phase 2
PROJECT Nos. P1648(00), PCN H021
Utility Nos. SSW07-1472
CIP No. 50519
Rapid City, SD**

This project is for final engineering design and plan preparation for the reconstruction of curb & gutter, street surface, drainage system, street lights and signals, etc, along Anamosa Street from Haines Avenue to near Midway Street for the Anamosa Street Phase 2 construction project (hereinafter called the Project).

SECTION 2 – SCOPE OF SERVICES

2.1 Basic Scope of Services

The anticipated services are set forth in the "Request for Proposal" dated June 30, 2005 from the City of Rapid City except that references to the 2004 Edition of the City of Rapid City Standard Specifications shall be changed to 2007 Edition of the City of Rapid City Standard Specifications and the services included herein for the Construction Phase are limited to those identified in the Man-Hour Projections and Estimated Fees attached hereto as Attachment B. The "Request for Proposal" dated June 30, 2005 is attached hereto as Attachment A.

The tasks to complete the project requirements are established in the Man-Hour Projections and Estimated Fees attached hereto as Attachment B.

The City shall furnish copies of existing reports, studies, and mapping appropriate for the study.

2.2 Additional Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.2.1 through 2.2.7, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Attachment A; these will be paid for by OWNER as indicated in Section 4.

- 2.2.1 Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, or method of financing; and revising previously accepted studies, reports or design documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.
- 2.2.2 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.2.3 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto).
- 2.2.4 Services during out-of-town travel required of CONSULTANT other than visits to the site, attendance at OWNER'S office, or other services as detailed in Attachment A.
- 2.2.5 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and providing other special field surveys.
- 2.2.6 Preparing to serve or serving as consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services).
- 2.2.7 Additional services in connection with the Project, excluding services which are to be furnished by OWNER in accordance with Section 2.1, and services not otherwise provided for in this Agreement.

SECTION 3 - PERIOD OF SERVICE

- 3.1 The Provisions of this section have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of construction. Consultant's obligation to render services hereunder will extend for a period which may reasonably be required for completion of the project including extra work and extensions thereto.

- 3.2 The CONSULTANT'S period of service shall be in accordance with the schedule set forth below.

65% Submittal – 90 calendar days following receipt of Notice to Proceed.
95% Submittal – 60 calendar days following receipt of review comments.
100% Submittal – 30 Calendar days following receipt of review comments.
Bidding Phase and Limited Construction Phase – To be determined.

City shall review and return comments for the 65% and 95% submittals within 10 working days.

SECTION 4 - PAYMENTS TO CONSULTANT

4.1 Methods of Payment for Services and Expenses of CONSULTANT

4.1.1 *For Basic Services.* OWNER shall pay CONSULTANT for Basic Services rendered under Section 2 as detailed in Attached Attachment A in an amount not-to-exceed **Eighty Nine Thousand Four Hundred Thirty Four Dollars and Seventy Seven Cents (\$89,434.77)**, including reimbursable expenses, as detailed in attached Attachment B.

4.1.1.1 *Direct Labor Costs and Overhead.* Direct labor costs and overhead shall be paid at a rate equal to CONSULTANT'S salary cost times the allowable overhead rate as determined by audit, in accordance with 48 CFR Part 31.

4.1.1.2 OWNER shall pay CONSULTANT the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses approved by OWNER. The term Reimbursable Expenses has the meaning assigned to it in paragraph 4.4 in accordance with 48 CFR Part 31.

4.1.2 *For Additional Services.* OWNER shall pay CONSULTANT for Additional Services rendered under Section 2 as follows:

4.1.2.1 *General.* For additional services of CONSULTANT'S principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.2 on the same basis as outlined in paragraphs 4.1.1.1 and 4.1.1.2.

4.2 Times of Payments

4.2.1 CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT'S monthly statements.

For these services the OWNER shall make prompt monthly payments to the CONSULTANT based on monthly billings submitted by the CONSULTANT up to 90% of the maximum fee for each Task as shown on Attachment B. The remaining 10% shall be due upon approval of the Final Plans for the Project as accepted by OWNER.

4.3 Other Provisions Concerning Payments

- 4.3.1 If OWNER fails to make any payment due CONSULTANT for services and expenses within forty-five (45) days after receipt of CONSULTANT'S statement the CONSULTANT may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.
- 4.3.2 In the event of termination by OWNER upon completion of any phase of Basic Services, progress payments due CONSULTANT for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, CONSULTANT also will be reimbursed for the charges of independent professional associates and consultants employed by CONSULTANT to render Basic Services incurred through such phase. In the event of any such termination, CONSULTANT will be paid for unpaid Reimbursable Expenses previously incurred.
- 4.3.3 The employees of CONSULTANT, professional associates and consultants, whose time is directly assignable to the program shall keep and sign a time record showing the element of the Project, date and hours worked, title of position and compensation rate.
- 4.3.4 *Records.* The CONSULTANT shall maintain an accurate cost keeping system as to all costs incurred in connection with the subject to this Agreement and shall produce for examination books of accounts, bills, invoices and other vouchers or certified copies there under if originals be lost at such reasonable time and place as may be designated by the OWNER and shall permit extracts and copies thereof to be made during the contract period and for three years after the date of final payment to CONSULTANT.

All personnel employed by CONSULTANT shall maintain time records for time spent performing work on project described in this Agreement for a period of three years from the conclusion of the project. Time records and payroll records for said personnel shall be similarly retained by CONSULTANT for a period of three years from the conclusion of the project.

Upon reasonable notice, the CONSULTANT will allow OWNER auditors to audit all records of the CONSULTANT related to this Agreement. These records shall be clearly identified and readily accessible. All records shall be kept for a period of three (3) years after final payment under Agreement is made and all other pending matters are closed.

- 4.3.5 *Inspection of Work.* The CONSULTANT shall, with reasonable notice, afford OWNER or representative of OWNER reasonable facilities for review and inspection of the work in this Agreement. OWNER shall have access to CONSULTANT'S premises and to all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to this Agreement.
- 4.3.6 *Audits.* The CONSULTANT shall, with reasonable notice, afford representatives of the OWNER reasonable facilities for examination and audits of the cost accounting records; shall make such returns and reports to a representative as he may require; shall produce and exhibit such books, accounts, documents and property as he may determine necessary to inspect and shall, in all things, aid him in the performance of

his duties.

- 4.3.7 Payment shall be made subject to audit by duly authorized representatives of the OWNER. Payment as required in 49 CFR 26.29:

The CONSULTANT shall pay subcontractors or suppliers within 15 days of receiving payment for work that is submitted for progress payment by the OWNER. If the CONSULTANT withholds payment beyond this time period, written justification by the CONSULTANT shall be submitted to the OWNER upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the OWNER may withhold future estimated payments and/or may direct the CONSULTANT to make such payment to the subcontractor or supplier. Prompt payment deviations will be subject to price adjustments.

- 4.3.8 In the event the service to the contract is terminated by the OWNER for fault on the part of the CONSULTANT, the agreement shall be null and void, and, the OWNER shall be entitled to recover payments made to the CONSULTANT on the work which is the cause of the at-fault termination. The CONSULTANT shall be paid only for work satisfactorily performed and delivered to the OWNER up to the date of termination. After audit of the CONSULTANT'S actual costs to the date of termination and after determination by the OWNER of the amount of work satisfactorily performed, the OWNER shall determine the amount to be paid the CONSULTANT.

4.4 Definitions

Reimbursable Expenses means the actual expenses incurred by CONSULTANT or CONSULTANT'S independent professional associates or consultants directly in connection with the Project, including expenses for: transportation and subsistence incidental thereto; reproduction of reports, graphics, and similar Project related items; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.0 as determined in accordance with CONSULTANT'S normal accounting practices.

SECTION 5 – OWNERSHIP OF DATA

Documents and all products of this Agreement are to be the property of the OWNER. Any reuse of documents for extensions of the Project or other projects shall be at the OWNER'S sole risk and liability.

SECTION 6 – PUBLICATION AND RELEASE OF INFORMATION

The CONSULTANT shall not copyright material developed under this Agreement without written authorization from the OWNER. The OWNER reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

SECTION 7 – ACQUISITION OF PROPERTY OR EQUIPMENT

The acquisition of property or equipment will be in accordance with 49 CFR 18.32.

SECTION 8 – INDEPENDENT CONSULTING AND SUBCONTRACTING

While performing services hereunder, CONSULTANT is an independent contractor and not an officer, agent, or employee of the City of Rapid City.

Any employee of the CONSULTANT engaged in the performance of services required under the agreement shall not be considered an employee of the OWNER, and any and all claims that may or might arise under the Worker's Compensation Act of the State of South Dakota on behalf of said employees or other persons while so engaged and any and all claims made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered herein by the CONSULTANT shall in no way be the obligation or responsibility of the OWNER.

CONSULTANT shall perform all work except specialized services. Specialized services are considered to be those items not ordinarily furnished by CONSULTANT which must be obtained for proper execution of this Agreement. Specialized services required by the study, if any, will be provided pursuant to Section 2 of this Agreement.

Neither this Agreement nor any interest therein shall be assigned, sublet or transferred unless written permission to do so is granted by the OWNER. Subcontracts are to contain all the required provisions of the prime contract as required by 49 CFR Part 18, definitions.

SECTION 9 – PERSONNEL EMPLOYMENT

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fees, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 10 - NONDISCRIMINATION/ADA

The CONSULTANT agrees to comply with the requirements of Title 49, CFR Part 21 and Title VI of the Civil Rights Act of 1964. The CONSULTANT agrees to submit upon request quarterly Title VI (Civil Rights) State of Contractor reports to the State. The CONSULTANT agrees to provide services in compliance with the Americans With Disabilities Act of 1990.

SECTION 11 - CLAIMS

To the extent authorized by law, the CONSULTANT shall indemnify and hold harmless the OWNER, its employees and agents, against any and all claims, damages, liability and court

awards including costs, expenses and reasonable attorney fees to the extent such claims are caused by any negligent performance of professional services by, the CONSULTANT, its employees, agents, subcontractors or assignees.

To the extent authorized by law, the OWNER shall indemnify and hold harmless the CONSULTANT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorney fees, to the extent such claims are caused by OWNERS negligent acts in connection with the PROJECT and acts of its employees, agents, subcontractors or assignees.

It is further agreed that any and all employees of either party, while engaged in the performance of any work or services, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of South Dakota on behalf of said employees, while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the other party.

SECTION 12 – ACCEPTANCE AND MODIFICATION

This Agreement together with the Attachments and schedules identified above constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments and schedules may only be amended, supplemented, modified or canceled after consultation with, and approval in writing by, the parties to this Agreement.

SECTION 13 – TERMINATION OR ABANDONMENT

The CONSULTANT and the OWNER share the right to terminate this Agreement upon giving thirty (30) days written notice of such cancellation to the other party. If this Agreement is terminated under this paragraph, CONSULTANT shall deliver to OWNER all work product produced up to the time of termination. OWNER shall reimburse CONSULTANT for all work completed to the date of termination.

In the event the CONSULTANT breaches any of the terms or conditions hereof, this Agreement may be terminated by the OWNER at any time with ten (10) days written notice and an opportunity to cure. If termination for such a default is effected by the OWNER, any payments due to CONSULTANT at the time of termination may be adjusted to cover any additional costs to the OWNER because of CONSULTANT'S default. Upon termination the OWNER may take over the work and may award another party an agreement to complete the work under this Agreement. If after the OWNER terminates for a default by CONSULTANT it is determined that CONSULTANT was not at fault, then the CONSULTANT shall be paid for eligible services rendered and expenses incurred up to the date of termination.

SECTION 14 – GOVERNING LAW

This agreement and any dispute arising out of this agreement shall be governed by the laws of the State of South Dakota.

14.1 Forum Selection

Any dispute arising out of this contract shall be litigated in the Circuit Court for the 7th Judicial Circuit, Rapid City, South Dakota.

14.2 Compliance Provision

The CONSULTANT shall comply with all federal, state and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CONSULTANT shall procure all licenses, permits or other rights necessary for the fulfillment of its obligation under the Agreement.

SECTION 15 – MERGER CLAUSE

This written agreement including Attachment A Scope of Work and Attachment B Man Hour Projections and Estimated Fees constitute the entire agreement of the parties. No other promises or consideration are a part of this agreement.

SECTION 16 – COMPLIANCE WITH CLEAN AIR ACT

Consultant stipulates that any facility to be utilized in the performance of this contract, under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20 and that the OWNER and the State Department of Transportation shall be promptly notified of the receipt by the CONSULTANT of any communication from the Director, Office of Federal Activities, EPA, indication that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

SECTION 17 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

CONSULTANT certifies, by signing this agreement that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SECTION 18 – INSURANCE AND REPORTING

Before the CONSULTANT begins providing service, the CONSULTANT will be required to furnish the OWNER the following certificates of insurance and assure that the insurance is in effect for the life of the contract:

- A. Commercial General Liability Insurance: CONSULTANT shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: CONSULTANT agrees to procure and maintain professional liability insurance or

miscellaneous professional liability Insurance with a limit not less than \$1,000,000.00.

The insurance provided for general liability and errors and omissions shall be adequate for the liability presented, and shall be written by an admitted carrier in the State of South Dakota.

- C. Business Automobile Liability Insurance: CONSULTANT shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
- D. Worker's Compensation Insurance: CONSULTANT shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the CONSULTANT shall furnish the OWNER with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the OWNER. The CONSULTANT shall furnish copies of insurance policies if requested by the OWNER.

Reporting

CONSULTANT agrees to report to the OWNER any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject CONSULTANT, or the OWNER or its officers, agents or employees to liability. CONSULTANT shall report any such event to the OWNER immediately upon discovery.

CONSULTANT'S obligation under this section shall only be to report the occurrence of any event to the OWNER and to make any other report provided for by their duties or applicable law. CONSULTANT'S obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the OWNER under this section shall not excuse or satisfy any obligation of CONSULTANT to report any event to law enforcement or other entities under the requirements of any applicable law.

SECTION 19 - SUPERCESSION PROVISION

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

SECTION 20 - CERTIFICATION REGARDING LOBBYING

I certify, to the best of my knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 21 - SEVERABILITY PROVISION

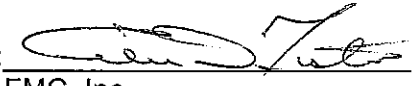
In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement by their duly authorized officers on the day, month and year first written above.

OWNER:

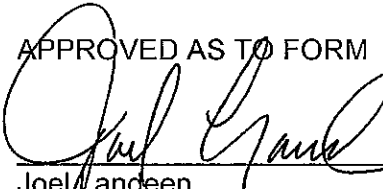
CONSULTANT:

BY: _____
Alan Hanks, Mayor
Date: _____

BY: 
FMG, Inc
3700 Sturgis Road
Rapid City, SD 57702-0317
Date: 2/19/08

BY: _____
Finance Officer

APPROVED AS TO FORM


Joel Landeen
Assistant City Attorney
DATE 2-20-08

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this ____ day of _____, 200__, before me, a Notary Public, personally appeared _____, known to me to be the Mayor of the City of Rapid City, and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

Notary Public

My Commission Expires:

(SEAL)

STATE OF South Dakota

COUNTY OF Pennington

On this 19th day of FEB., 2008, before me, a Notary Public, personally appeared Allen D. Foster, known to me to be a Principal of FMG, Inc., and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

Nancy M. Malone
Notary Public

My Commission Expires:

11-10-08



Address for Giving Notices:
City of Rapid City
Engineering Services
300 Sixth Street
Rapid City, South Dakota 57701

Address for Giving Notices:
FMG, Inc.
3700 Sturgis Road
Rapid City, SD 57702

REQUEST FOR PROPOSALS
For
ANAMOSA STREET GRADING & UTILITIES RECONSTRUCTION
(From Haines Avenue to LaCrosse Street)

PROJECT Nos. P1648 (00) PCN H020, H021, & 005V,
SSW05-1471, 1472, & 1473,
CIP Nos. 50518, 50519, & 50559

PROJECT DESCRIPTION

The City of Rapid City proposes to reconstruct the portion of Anamosa Street from Haines Avenue to LaCrosse Street. The project will involve grading and surfacing for a 5-lane roadway (which would include a center turn-lane). The project will involve reconstruction of high-pressure and low-pressure water main lines, sewer main lines, a drainage system (storm sewer and inlets), curb and gutter, concrete paving, roadway lighting, signalization, sidewalks and driveways, where necessary. The project will also involve right-of-way and/or easement acquisition. This proposed project is to be a preliminary design for the entire section. Then, the design plans are to be prepared for phased letting and construction in 2007, 2008 and 2009, as street transitions and funding permits.

Design criteria for this roadway and utilities infrastructure project shall include the City of Rapid City Standard Specifications (2004 Edition), City of Rapid City Drainage Criteria Manual, various other City of Rapid City design criteria manuals, the South Dakota Department of Transportation Standard Specifications for Roads and Bridges, the AASHTO Policy on the Geometric Design of Highways and Streets, the South Dakota Department of Environmental Resources Standards, the Ten States Standards, master plans and/or studies.

Additional background information includes the current Rapid City Area Long Range Transportation Plan (August, 2000), the Rapid City Major Street Plan (updated April 7, 2005), the North Rapid Neighborhood Future Land Use Plan (December, 1999), the Northeast Area Neighborhood Future Land Use Plan (September 5, 2000), the East Anamosa Street Extension Study (May 24, 2000), the Northeast Area Analysis (June 28, 2002), the Preliminary

Engineering Report for the Northeast Sanitary Sewer Interceptor (February, 1996), and the two SDDOT South Dakota Interstate Corridor Studies (Phase I, December, 2000 and Phase II, February, 2001). Also, background information includes the City of Rapid City GIS maps, City of Rapid City benchmark data, and City of Rapid City plans drawings guidelines.

The project currently has an estimated total budget of \$ 5,500,000 including design and construction with easements and right-of-way acquisition additional, if necessary. Funding for the project is from State/Federal-Aid Urban Systems STP Funds, the 833 Sewer Enterprise Fund and the 933 Water Enterprise Fund.

SCOPE OF SERVICES REQUESTED

1. PRELIMINARY DESIGN PHASE

- 1.1. Review information on pertinent data, reports, previous plans, studies, utility maps, etc. in addition to background information listed above.
- 1.2. Perform the following planning tasks:
 - Prepare preliminary design and construction schedules, sequencing each phase to complete all projects as funding allows.
 - Prepare a traffic analysis of the entire corridor and each project phase.
 - Determine the extent of each of the project limits.
 - Identify all public and private utility issues.
- 1.3. Make recommendations for limits, alignment, grade, materials, pavement design, etc.
- 1.4. Prepare preliminary opinion of probable construction costs for each phasing sequence.
- 1.5. Assist the City with property acquisition for the entire project; perform legal survey for property; and prepare plats and/or easement exhibits.
- 1.6. Provide scope of geotechnical investigations as may be necessary for final design, provide geotechnical engineering services, and coordinate with geotechnical engineer.
- 1.7. Prepare preliminary systems layouts with locations of all hydrants, mainline valves, new and existing water mains in and immediately adjacent to service area, etc..

- 1.8. Prepare Preliminary Design Report (including various infrastructure components required) with layout maps for future systems, make recommendations for review and comment by City staff, and conduct a review meeting with City staff.

2. FINAL DESIGN

- 2.1. Provide complete plans and specifications for a unit price construction contract for each of the phases of construction. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- 2.2. Provide route and topo survey, establish land ties and benchmarks, locate all property corners, and field locate all existing utilities. At least two control points at each end of each of the phased projects shall be tied vertically and horizontally to the existing City of Rapid City Area Monuments Control utilizing the state plane coordinate system. Topographic survey and design layout shall utilize a local datum tied to at least two of the Rapid City Area Monuments tied control points. Scale of construction plan & profile sheets, 1" = 20' Horizontal, 1" = 5' Vertical, unless otherwise approved. Construction staking information shall include either of the following formats:
 - 2.2.1. On the Plans
 - Station, offset and coordinates of all PC's, PI's, PT's, and any angle points
 - Curve data
 - Station, offset and coordinates for all items of work requiring field staking
 - Coordinates and description of inter-visible control points
 - 2.2.2. In tabular format on a plan sheet
 - Coordinates and description of inter-visible control points
 - Curve data
 - Coordinates of all items of work requiring field stakingBenchmark information shall be provided on each sheet.
- 2.3. Provide project layout plan to include lot lines (front and side) and addresses of all properties adjacent to construction in service area.
- 2.4. Coordinate directly with utility companies' engineering divisions to ensure that all existing utilities are completely and accurately 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.

- 2.5. Provide general sequence of construction requirements in order to complete the project (to maintain traffic, coordinate utilities reconstruction with the street reconstruction, to ensure no extended interruptions of service to sewer and/or water users, etc.).
- 2.6. Provide Detailed Specifications supplementing the current *City of Rapid City Standard Specifications, 2004 Edition*, and/or SDDOT Specifications, as necessary.
- 2.7. Provide Traffic Control Plans identifying detour routes and signage for various stages of construction.
- 2.8. Prepare opinion of probable construction cost for each of the project phases.
- 2.9. Prepare any permits required, e.g. drainage and/or utility permits with exhibits, etc.
- 2.10. Deliver the following:
 - Construction plans on 11"x17" paper for distribution during bidding processes.
 - Record plans (as-built drawings) on 22"x34" mylar for reproductions by the City.
 - Construction plans on CD in AutoCAD Release 14 format or newer.
 - All topographic, control, and design points in the .dwg file and in tabular format, both on disk and on a hard copy printout.
 - Complete supplemental detailed specifications on disk in Word 97 format for printing by the City.
 - Unit price cost estimates on disk in Excel 97 format.

3. BIDDING PHASE

Provide the following standard bidding phase services:

- Attend and coordinate the Pre-bid Conference
- Issue addenda to the bid documents if required
- Review prequalification submittals if required
- Attend Bid Opening and assist owner in evaluating bids

Bid tabs will be prepared by the City.

4. CONSTRUCTION PHASE

Provide construction management services as negotiated, which may include:

- Attending preconstruction conference and periodic progress meetings
 - Review and take action on shop drawings, test results, and other submittals
 - Provide construction observation - make periodic site visits at intervals appropriate to the various stages of construction
 - Issue statement of substantial completion
 - Prepare as-built revisions to the plans drawings and specifications
-

5. MEETINGS AND SUBMITTALS

5.1. Project team members will include:

5.1.1. The Consultant

5.1.2. City Engineering Division staff

- Project management
- Design
- Construction coordination

5.1.3. Operation Divisions staff

- Water Division (service area and O&M related issues)
- Planning Department (master planning, traffic planning)
- Fire Department (fire flows and hydrant locations)

5.2. Meetings requiring the Consultant's participation will include:

- Kick-off Meeting
- Preliminary Design Report Presentation and Discussion
- Utility companies coordination meetings
- 35% Plans and Specifications Review
- 95% Plans and Specifications Review
- Pre-bid Conference
- Preconstruction Conference
- Construction Progress Meetings

5.3. Submittals required during the design phase include:

- Preliminary Design Report
- 35% Plans and Specifications
- 95% Plans and Specifications
- 100% Plans and Specifications

PROJECT SCHEDULE

Contract Negotiations Complete	8/01/2005
Notice to Proceed with Design	8/16/2005
Preliminary Design Submittal	10/31/2005
[Other intermediate milestones]	As necessary
100% P&S Submittal	5/01/2006

PROPOSAL SUBMISSION

Please submit six (6) copies of your proposal no later than 7/15/2005.

FMG, INC.
 ANAMOSA STREET - FINAL DESIGN, PHASE 2
 ANAMOSA STREET - HAINES AVENUE TO NEAR MIDWAY ST.
 Project No. P1648(00), PCN H021
 Utility No. SSW07-1472, CIP 50519
 ESTIMATED MAN-HOURS AND FEES
 10/5/2007, Revised 10/10/07

Roadway Design, Grading, Curb and Gutter, Surfacing,
 Drainage, Lighting, Signals

	PR/PE	DE/PE	CADD/ET	RLS	SC	PR/SMS	ST	LM	CL
DESIGN AND PLAN PREPARATION									
65% Design & Plan Preparation									
Supplemental Survey in College Park			16	2	16				
Demolition/Take Out Plan Sheets (4 Sheets)		8	16						
Plan & Profile-Main Line (4 Sheets each)	2	20	20						
Plan & Profile-Intersecting Streets (1 Sheet each)	2	4	8						
Plan & Profile-Storm Drainage Through College Park (2 Sheets)	2	12	12						
Curb and Gutter, Pavement and Joint Layout (4 Sheets)	1	12	20						
Intersections-Special Details	1	8	12						
Pavement Markings & Signage (5 Sheets)	2	8	12						
Typical Street Sections	1	8	12						
Storm Sewers & Inlets Design	2	12	20						
Cross Sections (5 Sheets)		12	24						
Construction Limits/ROW Needs	2	8	8						
Private Utility Coordination		4							
Plans Title Sheet			2						
Details and Standard Detail Sheets SDDOT/City		4	12						
Property Control Drawings		2	8						
Horizontal/Vertical Control/Alignment Data		2	8	4					
Construction Sequencing	2	8	6						
Temporary Traffic Control/Detours	2	8	8						
Storm Water Pollution Protection Plan	2	12	4						
General Notes	4	16	16						
Estimate of Quantities		20	12						
Opinion of Probable Cost	2	10							
Meetings w/ Engineering, Utility Maintenance, Private Utilities	8	8							
Sub-Total 65% Design	35	206	256	6	16	0	0	0	0

95% Design & Plan Preparation									
Demolition/Take Out Plan Sheets (4 Sheets)	1	4	12						
Plan & Profile-Main Line (4 Sheets each)	2	12	20						
Plan & Profile-Intersecting Streets (1 Sheet each)	1	4	6						
Plan & Profile-Storm Drainage Through College Park (2 Sheets)	1	8	12						
Curb and Gutter, Pavement and Joint Layout (4 Sheets)	1	12	16						
Intersections	1	6	12						
Pavement Markings & Signage (5 Sheets)	1	6	12						
Typical Street Sections	1	4	8						
Storm Sewers & Inlets Design	2	8	8						

FMG, INC.
 ANAMOSA STREET - FINAL DESIGN, PHASE 2
 ANAMOSA STREET - HAINES AVENUE TO NEAR MIDWAY ST.
 Project No. P1648(00), PCN H021
 Utility No. SSW07-1472, CIP 50519
 ESTIMATED MAN-HOURS AND FEES
 10/5/2007, Revised 10/10/07

Roadway Design, Grading, Curb and Gutter, Surfacing,
 Drainage, Lighting, Signals

	PR/PE	DE/PE	CADD/ET	RLS	SC	PRJ/SMS	ST	LM	CL
Cross Sections (5 Sheets)	2	8	16						
Construction Limits/ROW Needs/Easement Documents	2	8	12						
Highway Plats (Assume 5 Plats)			16	12					
Private Utility Coordination		4							
Plans Title Sheet			2						
Miscellaneous Details and Standard Detail Sheets		4	8						
Property Control Drawings		2	4						
Horizontal/Vertical Control/Alignment Data		2	4	2					
Construction Sequencing	2	8	6						
Temporary Traffic Control/Detours	2	8	8						
Estimate of Quantities		16	8						
Pipe Tables		6	4						
Tables Regarding Quantities (3 Sheets)		8	12						
General Notes	4	16	8						
Right of way Table		4	8	4					
Storm Water Pollution Protection Plan	4	8	4						
Assistance in Right of Way Negotiations	4	24							
Public Meetings	4	4							
Reviews/Coordination	8	8							
Sub-Total-95% Design	42	202	226	18	0	0	0	0	0

100% Design & Plan Preparation

Final Revisions and Plotting	16	40	50						
Sub-Total/100% Design	16	40	50	0	0	0	0	0	0

BIDDING PHASE

Prebid Meeting	4	2							
Plans & Specifications Interpretation	6	6							
Prepare & Issue Addenda	8	8							
Sub-Total/Bidding Phase	18	16	0	0	0	0	0	0	0

FMG, INC.
ANAMOSA STREET - FINAL DESIGN, PHASE 2
ANAMOSA STREET - HAINES AVENUE TO NEAR MIDWAY ST.
 Project No. P1648(00), PCN H021
 Utility No. SSW07-1472, CIP 50519
ESTIMATED MAN-HOURS AND FEES
 10/5/2007, Revised 10/10/07

**Roadway Design, Grading, Curb and Gutter, Surfacing,
 Drainage, Lighting, Signals**

	PR/PE	DE/PE	CADD/ET	RLS	SC	PR/SMS	ST	LM	CL
LIMITED CONSTRUCTION PHASE									
Preconstruction Meeting	2	4							
Review shop drawings, Mix Designs & Materials	4	20							
Consultation for Change/Field Orders	8	12							
Sub-Total/Construction Phase	14	36	0	0	0	0	0	0	0

ESTIMATED ENGINEERING FEES

	HOURS	RATE	TOTAL
PR/PE - PRINCIPAL/PROFESSIONAL ENGINEER	125	\$90.13/HR	\$ 11,266.25
DE/PE DESIGN ENGINEER/PROFESSIONAL ENGINEER	500	\$79.57/HR	\$ 39,785.00
CADD/ET - COMPUTER OPERATOR/ENGINEERING TECHNICIAN	532	\$52.81/HR	\$ 28,094.92
RLS-REGISTERED LAND SURVEYOR	24	\$60.55/HR	\$ 1,453.20
SC-2-MAN SURVEY CREW	16	\$82.38/HR	\$ 1,318.08
PR/SMS - PRINCIPAL/SENIOR MATERIALS SPECIALIST	0	\$90.13/HR	\$ -
CL - CLERICAL	0	\$55.63/HR	\$ -
Sub Consultant-Electrical Engineer			\$ 7,020.73
Printing, Supplies, Mileage, Miscellaneous			\$ 500.00
TOTAL ESTIMATED ENGINEERING FEES			\$ 89,438.18

Summary	
65% Design & Plan Preparation	\$39,635.18
95% Design & Plan Preparation	\$35,139.78
100% Plans	\$7,641.42
Bidding Phase	\$2,895.46
Limited Services for Construction Phase	\$4,126.34
Total Fees	\$89,438.18

**NOTE: Construction Phase services DOES NOT include Contract Administration or Construction Observation.
 Fema Submittals for Flood Plain Map Revisions are NOT INCLUDED**
 If needed, Contract Administration and Construction Observation services are to be negotiated.

MEMO

DATE: October 4, 2007

TO: Al Foster
FMG Engineering
Rapid City, SD

FROM: Robert W. Thompson, P.E.

RE: Proposed Electrical Design Fees for
Phase 2 of Anamosa Street Project
Rapid City, SD

Attached is a copy of our estimated hours and proposed fee for the electrical portion of the Phase 2 project. These numbers are based on understanding of the project at this time.

1. The project includes the reconstruction of Anamosa Street from Haines intersection to approximately Station 18+00. The electrical portion of this reconstruction includes lighting and modifications to the traffic signalization at the Haines intersection.
2. We have anticipated the following scope of electrical work for the project:
 - a. New roadway/street lighting throughout the areas of construction.
 - b. Existing intersection at Haines with signaling will remain signaled. We will design any necessary accommodations to the existing traffic signaling as required by the street reconstruction. This will include removal, reinstallation, replacement of existing traffic signals, detection loops, controllers, conduit, wiring, etc. as may be required.
 - c. We will coordinate with electrical utility companies during the design phases of the project to ensure they are aware of the project requirements.
3. In our proposed scope of work, we have anticipated very minimal involvement during the construction phases of the projects. At this time, we have included time for the review of the electrical shop drawings and a few hours for answering questions. We have not included time for pre-bid meetings, pre-construction meetings or job site observation during construction.
4. We have anticipated we will be working hourly as we did for Phase 1. We have not included any Sales Tax dollars in our proposal.
5. At this time we have used current 2007 hourly rates for determination of the design fees. If the designs of the future phases are delayed into future years, we would anticipate some adjustment to the proposed fees.

Please review and let me know if you have any comments or need any further information. We look forward to the opportunity of continuing work with you and the City on this project. Thank You.

West Plains Engineering
 Estimate of Manhours
 for
 Anamosa Street from Haines to LaCrosse

Rapid City, SD
 10/4/2007

(Updated hourly rates and same overhead multipliers as previous)

	Principal Manhours	Senior Engineer Manhours	Design Engineer Manhours	Drafting Manhours	Clerical Manhours
Phase 2 Project (Approximately the west 1/4 plus the Haines Intersection)					
Site Review of Existing Conditions	0	0	0	3	0
Existing Plan Retrieval - plan organization	0	0	0	0	0
Report/Description of Scope	0	0	0	0	0
Utility Company Coordination	0	0	0	1	0
Design and Layout, Lighting	0	0	0	6	6
Design and Layout, Signalization	2	0	0	8	8
Phasing Plans	0	0	0	0	0
Demo plans	0	0	0	2	2
Drafting/CADD (miscellaneous)	0	0	0	0	4
Specification Writing	4	0	0	4	0
Cost Estimating	2	0	0	5	0
In House Q.C.	2	0	0	0	0
Citizen Review Meetings	0	0	0	0	0
Preliminary Review Meetings and Revisions	0	0	0	0	0
95% Review Meeting and Revisions	2	0	0	2	2
100% Review Meeting and Revisions	2	0	0	2	2
Prebid Meeting	0	0	0	0	0
Preconstruction Meeting	0	0	0	0	0
Shop Drawing Review	2	0	0	4	0
Construction Period In-house Questions	2	0	0	4	0
Site Visits during Construction	0	0	0	0	0

Total Manhours	18	0	0	41	24	3
----------------	----	---	---	----	----	---

Total Manhours - 86

Direct Labor Rate/hour	\$60.57	\$0.00	\$34.04	\$24.21	\$14.59	\$14.88
Subtotal Direct Labor Cost	\$1,090.26	\$0.00	\$0.00	\$992.61	\$350.16	\$44.64
Overhead -	153%	\$1,668.10	\$0.00	\$0.00	\$1,518.69	\$535.74
Subtotal		\$2,758.36	\$0.00	\$0.00	\$2,511.30	\$885.90
Profit (Fixed Fee)-	12%	\$331.00	\$0.00	\$0.00	\$301.36	\$106.31
Additional Costs - Mileage		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional Costs - Meals and Lodging		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal		\$3,089.36	\$0.00	\$0.00	\$2,812.66	\$992.21

Total for Phase 2 Design -

\$7,020.73

SDDOT SUBMITTAL

FMG, INC.

ANAMOSA STREET - PHASE 2 DESIGN

ANAMOSA STREET - HAINES AVENUE TO NEAR MIDWAY STREET

Project Nos. P1648(00), PCN H020, H021, & 005V

SUMMARY OF ESTIMATED MAN-HOURS AND FEES

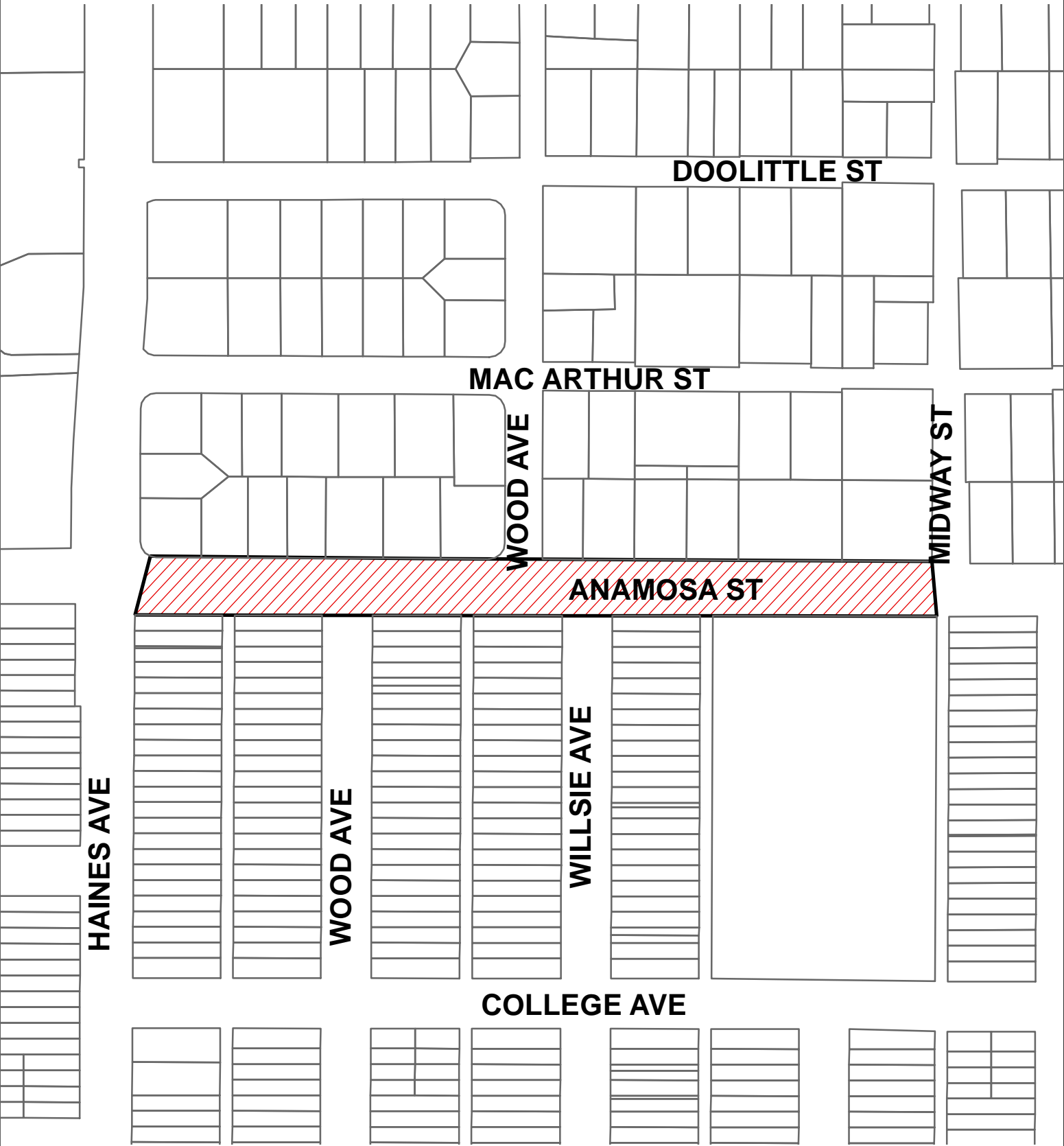
10/5/2007, Revised 10/19/2007

FINAL DESIGN- PHASE 1 HAINES AVENUE TO NEAR MIDWAY STREET

Person	Estimated Hours	Direct Salary Rate/Hr	Total
Allen D. Foster and/or Jerry D. Foster	125	\$32.00	\$4,000.00
Christopher G. Kinney	500	\$28.25	\$14,125.00
Derek Weidensee	24	\$21.50	\$516.00
Kurt Schweiss	532	\$18.75	\$9,975.00
Jesse Paulsen	16	\$13.25	\$212.00
Mark Marienau	16	\$16.00	\$256.00
Subtotal-Labor Costs			\$29,084.00
Overhead and Benefits (151.47%)			\$44,053.53
SubTotal			\$73,137.53
Fixed Fee-12%			\$8,776.50
Subconsultant-Electrical Engineer (See Attached)			\$7,020.73
Expenses, Mileage, Printing			\$500.00
TOTAL FEES-FINAL DESIGN-PHASE 2			\$89,434.77

Rates are based on overhead and benefit rates submitted to SDDOT for calendar year 2005.

EXHIBIT "A"



ANAMOSA ST. RECONSTRUCITON-PHASE 2
PROJECT NO. SSW07-1472 CIP # 50519