

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

Date: October 10, 2011

Project Name & Number: East St. Joseph Street Overlay and Watermain Reconstruction
Project No. 11-1908

CIP #: 50801

Project Description: To provide design and bidding services.

Consultant: CETEC Engineering Services, Inc.

Original
Contract Amount: \$94,962.00

Original
Contract Date: Nov. 7, 2011

Original
Completion Date: April 13, 2012

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
\$94,962.00	933	4223	602	
	Total			

Agreement Review & Approvals

Keith Johnson 10/10/11
Project Manager Date

Amber Sitter 10/12/11
Compliance Specialist Date

Wade Hylberg 10/25/11
City Attorney Date

David Munn 10-14-11
Division Manager Date

Tammy Walcott 10-21-11
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
		Y N
		Y N

**Agreement Between City of Rapid City and Cetec Engineering Services, Inc.
for Professional Services for East St. Joseph Street Overlay and Watermain
Reconstruction, Project No. 11-1908 / CIP No. 50801**

AGREEMENT made _____, 2011, between the City of Rapid City, SD (City) and Cetec Engineering Services, Inc., (Engineer), located at 1560 Concourse Drive Rapid City, SD 57703. City intends to obtain services for design and bidding services, Project No. 11-1908, CIP No.50801. The scope of services is as described in Exhibits A and B.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in Exhibits A and B, 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.

1.2 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 Exhibits A and B.)
- 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 rate schedule. (See Exhibit C.)

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$94,962.00 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 at the rates 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 April 13, 2012 based on an award date of November 7, 2011.

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, in the amount of \$1,000,000 each occurrence and \$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

CETEC ENGINEERING SERVICES, INC.

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:

Keith Johnson
KEITH JOHNSON, PROJECT MANAGER

DATE: 10/10/11

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

NAME Keith Johnson
PHONE 394-4154
EMAIL ADDRESS keith.johnson@rcgov.org

NAME Ted Schultz
PHONE 341-7800
EMAIL ADDRESS teds@cetecengineering.com



EXHIBIT A

**East St. Joseph Street Overlay and Water Main Reconstruction
Steele Avenue to East St. Patrick Street
Project No. 11-1908 CIP 50801**

SCOPE OF SERVICES

The City of Rapid City (City) proposes to reconstruct a subsurface water main as well as mill and overlay East St. Joseph Street between Steel Avenue and East St. Patrick Street. Primary work includes:

1. The construction of a new water main beginning at the intersection of East St. Joseph Street and Steele Avenue and extending along East St. Joseph Street to the intersection of East St. Patrick Street where the new main will tie into an existing 14" water main. The existing 12" water main in East St. Joseph Street at the intersection of Steele Avenue, the 8" water main in Steele Avenue, and the 6" water main in East St. Charles will be connected to the new water main. The new water main shall be designed to allow it to be extended westerly in East Main Street to the intersection of East Boulevard in a future project. The water service line to Peerless Tires will be replaced to the property line and reconnected to the new water main.
2. A mill and asphalt overlay on East St. Joseph Street beginning at the intersection of Steele Avenue and extending to the intersection of East St. Patrick Street. Pavement marking tape will be installed the length of the overlay.

CETEC Engineering Services, Inc. (CETEC) submitted a proposal, interviewed with City Staff and was selected to complete the design tasks requested in the RFP. CETEC proposes to complete Task 1 – Preliminary Design Services, Task – 2 Final Design Services and Task – 3 Bidding Services as requested in the RFP. If requested by the City of Rapid City, a separate contract amendment will be executed for Tasks 4 and 5, Basic and Expanded Construction Services, respectively.

Below are project outlines that list anticipated work items for each task:

TASK 1 - PRELIMINARY DESIGN SERVICES

- 1.1. Kick-off Conference: The design team shall meet with City staff to detail project concept and scope. The CETEC project team will schedule the kick-off conference, discuss tasks and deliverables, and address issues relating to the project. CETEC will prepare the meeting agenda, and take meeting notes to document the discussion, decisions, and work.
- 1.2. Review background information listed in the RFP. CETEC will collect data from the City that will be needed for the project including previous plan sets for the project area and demand flows and fire flows used to size the main. The City Draft Infrastructure Design Criteria Manual will be reviewed for design criteria and standards.
- 1.3. Prepare Project Design Tech Memo (Tech Memo): that indicates project specific design criteria and standards within the Tech Memo. CETEC will confirm that the proposed 16-inch water main sized in the *City of Rapid City, South Dakota Utility System Master Plan* (Burns & McDonald, 2008) will be adequate for the demand and fire flows obtained from the City in

Task 1.2. CETEC will provide a preliminary water main horizontal alignment alternatives analysis based on the three alternative alignments presented in the interview. CETEC will evaluate up to three pavement overlay alternatives and recommend a pavement overlay based on a 10-year life cycle cost analysis.

The Tech Memo will summarize the results of the aforementioned analysis and include the following:

- The Tech Memo shall summarize all design assumptions for typical section (pavement width, thickness, reinforcement, sidewalk location, and water main location), design life, design criteria, and referenced design resources.
- The City Draft Infrastructure Design Criteria Manual will be used to establish design criteria and standards.
- The Tech Memo shall provide justification, analysis, and recommendations based on the three horizontal water main alignment alternatives and the three pavement overlay alternatives.
- The Tech Memo shall include, in an Appendix, the project's geotechnical Tech Memo, which will include soil classifications, N values, water levels, sulfate and resistivity tests, trenching and backfill recommendations, geo-grid recommendations, pavement overlay recommendations, fabric underlayment recommendations, and testing recommendations.

An electronic copy of the Tech Memo and the preliminary 35% plans and specifications will be provided to City of Rapid City's project manager for review and comment.

- 1.4. Perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates.
- 1.5. Identify permanent and temporary construction easements acquisition needs. The size and extent of such easements and contact information of property owners shall be included.
- 1.6. Prepare preliminary opinion of probable construction costs for the project.
- 1.7. Recommend location and extent of geotechnical services investigations necessary to complete design.
- 1.8. Prepare preliminary plan and profile sheets including locations of existing and new utilities and street alignment. Show existing utilities locations with probable depths. Meet with utilities.
- 1.9. Attend submittal review meeting with City staff, if necessary.
- 1.10. Not Included
- 1.11. Meet with property owners adjacent to proposed construction areas approximately 3 months or more ahead of soliciting bids for construction to obtain information on site-specific concerns such as landscaping, irrigation systems, service line locations, special

needs such as access considerations during construction, and history of utility or infrastructure problems at the property. CETEC will evaluate the concerns and 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. Property owners adjacent to the proposed construction areas include the South Dakota School of Mines and Technology (SDSM&T), Peerless Tires, and Phillips 66.

- 1.12. Meet with individual property owners regarding permanent and temporary easement needs and regarding specific project issues and components.
- 1.13. Conduct bi-weekly progress review meetings with the City.

TASK 2 - FINAL DESIGN SERVICES

- 2.1 City comments from the Task 1 City review(s) will be incorporated to the Tech Memo, and the Tech Memo will be finalized.
- 2.2 Assist the City with easement(s) acquisition, and obtain property owner contact information, prepare easement and ROW exhibits as necessary, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings.
- 2.3 Determine removal limits with approval of City of Rapid City representative.
- 2.4 Included in Task 1.3.
- 2.5 Not Included
- 2.6 Incorporate Erosion and Sediment Control items,
- 2.7 Provide Erosion and Sediment general control plan, and include the appropriate bid items in the bidder's proposal if more than one acre is disturbed. If less than one acre is disturbed, the contractor shall provide an Erosion and Sediment Control Plan and a bid item for "Erosion and Sediment Control Plan" shall be included in the bidders proposal.
- 2.8 N/A
- 2.9 Provide three (3) paper copies and an electronic PDF version of the finalized Project Design Tech Memo,
- 2.10 Provide three (3) 22"x24" paper copies and an electronic PDF 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.
- 2.11 Address 100% Final Design Services submittal staff comments, as necessary.
- 2.12 N/A (included in Task 2.25)
- 2.13 Plans documents shall adhere to current City of Rapid City guidelines.
- 2.14 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.
- 2.15 N/A
- 2.16 N/A
- 2.17 Provide project layout 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.
- 2.18 Provide conceptual traffic control phasing plan showing all streets and alleys that may be impacted by the construction of 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. Traffic control plans shall indicate suggested sequence, intent, and general guidelines, but does not require identification or placement of project specific traffic control items. The City will provide an electronic version of an aerial photo for the selected consultant's use.
- 2.19 Coordinate directly with utility companies' engineering divisions to ensure that all existing utilities are completely and accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete followed by a specific private utility coordination meeting in two to three weeks.
- 2.20 If desiring exceptions from City requirements or specifications, it is the Consultant's responsibility to request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.
- 2.21 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 will be included as a detailed specification.
- 2.22 Prepare any and all permits with exhibits required for the City.
- 2.23 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.
- 2.24 Prepare final "Engineer's Estimate" of probable construction cost for the project.

- 2.25 Deliver the following:
- Provide one (1) 22"x24" paper copy and an electronic PDF version of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost to the City of Rapid City's project manager for City distribution. Station offsets for all items of work requiring field staking.
 - Provide complete plans on one (1) 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 one (1) 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.
- 2.26 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.
- 2.27 CETEC shall obtain an administrative design exception for deviations from draft criteria manual requirements, if necessary.
- 2.28 If requested, CETEC shall submit plans and specifications to the Department of Environment and Natural Resources for approval, and shall address any comments or corrections required.
- 2.29 Prior to the advertisement for bids, contact the 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, to provide them an opportunity to provide comments and concerns. CETEC will provide these concerns to the project manager.
- 2.30 Conduct bi-weekly progress review meetings with the City.

TASK 3 – BIDDING SERVICES

- 3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 Provide one hard copy and a PDF version of final plans and specifications, stamped and signed by a Professional Engineer, for City printing and distribution.
- 3.3 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.
- 3.4 Issue addenda to the bid documents as required.
- 3.5 Attend Public Works Committee and Council Meetings as required.
- 3.6 Review Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab and Award Summary.
- 3.7 Review construction contract documents and other submittals from the contractor and submit to City of Rapid City project manager for distribution to City Attorney's for approval and signatures of the Mayor and Finance Officer.

MEETING SUMMARY (Tasks 1-3)

- A. Kick-off meeting, Task 1
- B. Project Design Tech Memo and 35% Plans and Specifications submittal review meeting, Task 1
- C. Property owners meeting
- D. Private Utility coordination meeting, Task 1 & 2
- E. 100% Plans, Specifications, and Contract Documents review, Task 2 (This submittal is made when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost documents are complete).
- F. Prebid Conference, Task 3
- G. Bid Opening, Task 3
- H. Committee and Council Meetings as required, All Tasks
- I. Biweekly progress meetings, (Tasks 1-2)

SUBMITTAL SUMMARY (Tasks 1-3)

- A. Kick-off meeting, Task 1 meeting minutes
- B. Project Design Tech Memo and 35% Review Submittal, Task 1 including meeting minutes (electronic)
- C. Final Project Design Tech Memo, Task 2 including meeting minutes. Final design Tech Memos shall be bound utilizing a comb binder or equal. 3-ring binders are not permitted without project manager's prior approval.

- D. 100% complete plans, specifications, contract documents, and opinion of probable construction cost Contract Documents Review, Task 2 including meeting minutes
- E. Property owners meeting minutes
- F. Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost, Task 2
- G. Pre-bid conference meeting minutes, Task 3
- H. Bid Tab and award recommendation, Task 3
- I. Minutes of Bi-weekly progress meetings with the City, Task 1 - 2.

ADDITIONAL SERVICES

Additional Services Requiring Owner's Advance Written Authorization. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

- A. Hydraulic modeling services needed to be completed to verify recommended pipe size.
- B. Services pertaining to the review of the existing drainage system or storm water quality parameters.
- C. Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project (which are not part of Basic Services).
- D. Preparation of traffic impact studies, traffic control plans, or traffic capacity analysis.
- E. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, Tech Memos, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
- F. Services resulting from Owner's request to evaluate additional Study and Tech Memo Phase alternative solutions beyond those identified in Exhibit A.
- G. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
- H. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; 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 materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

- I. Furnishing services of Engineer's Consultants for other than Services identified in Exhibit A.
- J. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, Tech Memos, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- K. Preparing additional Bidding Documents or Contract Documents for work outside of the scope identified in Exhibit A requested by Owner for the Work or a portion thereof.
- L. Assistance in connection with Bid protests, re-bidding, or renegotiating contracts for construction, materials, equipment, or services. Re-bidding or renegotiating contracts to reduce the contract costs to funds available shall be considered Additional Services.
- M. Providing Construction Phase services, Construction Staking services, and Project Record Documents.
- N. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- O. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner other than those outlined in Exhibit A.
- P. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
- Q. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.

PROJECT SCHEDULE

The Consultant shall allow 10 working days for City review of the Project Design Tech Memo and 35% review submittal, and the 95% complete plans; specifications; contract documents; and opinion of probable construction cost Contract Documents submittal.

PROJECT SCHEDULE

	Date:
Contract Negotiations Complete	October 4, 2011
Notice to Proceed with Design	October, 2011
Preliminary (35%)Design Services Submittal	60 days from the Notice to Proceed with Design
Final Design Services Submittal	February 1, 2012
Final Plans, Specifications, and Contract Documents Complete	February 17, 2012
Project Bid Opening Date	March 13, 2012
Project 100% Construction Complete*	August 31, 2012

Note: Project 100% Construction complete anticipated completion date is provided for reference; however, this key item will fall under Tasks 4 and Tasks 5, currently not in the scope of this work assignment. If requested by the City of Rapid City, a separate contract amendment will be executed for Tasks 4 and 5, Basic and Expanded Construction Services*

EXHIBIT B**Fee Proposal**

1. Preliminary Design Phase	\$ 51,406.00
2. Final Design Phase	\$ 40,732.00
3. Bidding Phase	<u>\$ 2,824.00</u>
Total Design through Bidding	\$ 94,962.00

EXHIBIT C

**East St. Joseph Street Overlay and Water Main Reconstruction
Steele Avenue to East St. Patrick Street
Project No. 11-1908 CIP 50801**

CETEC Engineering Services, Inc.	2011	2012
Position Title	Hourly Billing Rate	Hourly Billing Rate
Principal	\$ 115.00	\$ 118.00
Project Manager	\$ 102.00	\$ 104.00
Project Engineer	\$ 82.00	\$ 84.00
Field Manager / Construction Observer	\$ 70.00	\$ 72.00
CADD Manager	\$ 69.00	\$ 71.00
Survey Crew Chief	\$ 66.00	\$ 68.00
Survey Assistant	\$ 44.00	\$ 46.00
Clerical	\$ 44.00	\$ 44.00

Project Travel:\$.60 /mile
 UTV Ranger:\$25.00/hour
 Blueline Printing:Actual Cost
 Outside Printing:Actual Cost

Terracon Consultants, Inc.	Hourly Billing Rate
Position Title	
Principal Engineer / Geologist	\$ 125.00
Senior Project Engineer /	\$ 110.00
Project Engineer / Geologist	\$ 85.00
Staff or Field Engineer / Geologist	\$ 75.00
Drafter	\$ 50.00
Technician	\$ 46.00
Clerical	\$ 42.00



September 8, 2011

Ms. Morgan Gagliano, PE
 CETEC Engineering Services, Inc.
 1560 Concourse Drive
 Rapid City, South Dakota 57703

Subject: Proposal for Geotechnical Engineering Services
 East St. Joseph Street Overlay and Water Main Reconstruction
 Steele Avenue to East Saint Patrick Street
 Rapid City, South Dakota
 City of Rapid City Project No. SSW11-1908/CIP No. 50801
 Terracon Proposal No. GB411112

Dear Ms. Gagliano,

As requested, Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal for providing geotechnical engineering services for the design and construction of the above referenced project. This proposal includes an outline of the project information and our proposed scope of services, fee, and schedule.

A. PROJECT INFORMATION

We understand the project will consist of the replacement of the existing water main along East St. Joseph Street from Steele Avenue to East St. Patrick Street in Rapid City, South Dakota. Additionally, due to deterioration and rutting of the existing asphalt pavement, rehabilitation of the street section will include a mill and asphalt overlay.

B. SCOPE OF SERVICES

The purpose of the geotechnical engineering services will be to evaluate the subsurface soil and groundwater conditions, perform a condition survey of the existing asphalt street section, and to determine geotechnical design criteria for the design and development of the site infrastructure (utilities) as well as provide mill/overlay options. The services to be provided by Terracon are summarized in the following paragraphs.

Field Program – We proposed to explore the subsurface conditions along the existing East St. Joseph Street alignment from Steele Avenue to East St. Patrick Street with a total of nine (9) soil borings extending to depths of approximately 10 feet below existing grades, and spaced at approximate 500' intervals along the alignment.

Terracon Consultants, Inc. 2026 Samco Road, Suite 101 Rapid City, South Dakota 57702
 P [605] 716-2924 F [605] 716 2926 terracon.com

Geotechnical

Environmental

Construction Materials

Facilities

Proposal for Geotechnical Engineering Services
 East St. Joseph Street Reconstruction ■ Rapid City, South Dakota
 September 8, 2011 ■ Terracon Proposal No. GB411112



During drilling, samples will be collected at appropriate intervals for the project requirements and subsurface conditions encountered. Once the samples have been collected and classified in the field, they will be prepared and placed in appropriate sample containers for transport to our laboratory.

One-inch diameter PVC piezometers will be installed in each boring to monitor for the presence and fluctuation of groundwater along the alignment. Steel monitoring well covers will be installed at the surface to protect the piezometers and to allow for access during monitoring. The piezometers will be periodically monitored as requested by CETEC and/or the City of Rapid City.

Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and is expected to consist of moisture content, dry density, Atterberg Limits, sieve analysis, moisture-density relationship (proctor), pH, resistivity, and sulfate content.

Geotechnical Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of South Dakota. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will provide recommendations and information that address the following:

- Soil and groundwater conditions,
- Existing asphalt condition survey,
- Trench excavation and layback requirements,
- General earthwork and utility backfill requirements,
- Potential hydrocarbon contamination and suitability of site soils for reuse as backfill,
- Trench de-watering requirements,
- Site soil resistivity and sulfate characteristics,
- Asphalt mill/overlay recommendations.

Schedule - We can generally begin the field exploration program within about 5 to 10 working days after receipt of written authorization to proceed, if site and weather conditions permit. It is anticipated that the field work can be completed in one day. Laboratory testing will require approximately one week. We estimate the geotechnical report can be completed within about one week after the laboratory testing is completed. Preliminary recommendations, if required, can be provided once the fieldwork has been completed.

Please note that in order to reduce the impact on traffic along East St. Joseph Street, the borings could be drilled during the evening/early morning hours. The use of traffic control including flashing amber lights and lighted arrow panels will be utilized during our site work. Rental fees for the traffic control equipment are included in our fee.

Proposal for Geotechnical Engineering Services
 East St. Joseph Street Reconstruction ■ Rapid City, South Dakota
 September 8, 2011 ■ Terracon Proposal No. GB411112

Terracon

C. COMPENSATION

For the scope of geotechnical services outlined in this proposal, the lump sum total fee would be \$4,030.00, plus applicable tax. The fee is summarized as follows:

Drilling and Piezometer installation (including materials)	\$1,700.00
Asphalt Condition Survey (Field Engineer)	\$375.00
Traffic Control (1 day).....	\$150.00
Laboratory Testing	\$970.00
Engineering Report	\$835.00

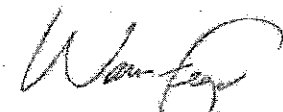
Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization.

D. AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within ninety (90) days from the listed proposal date.

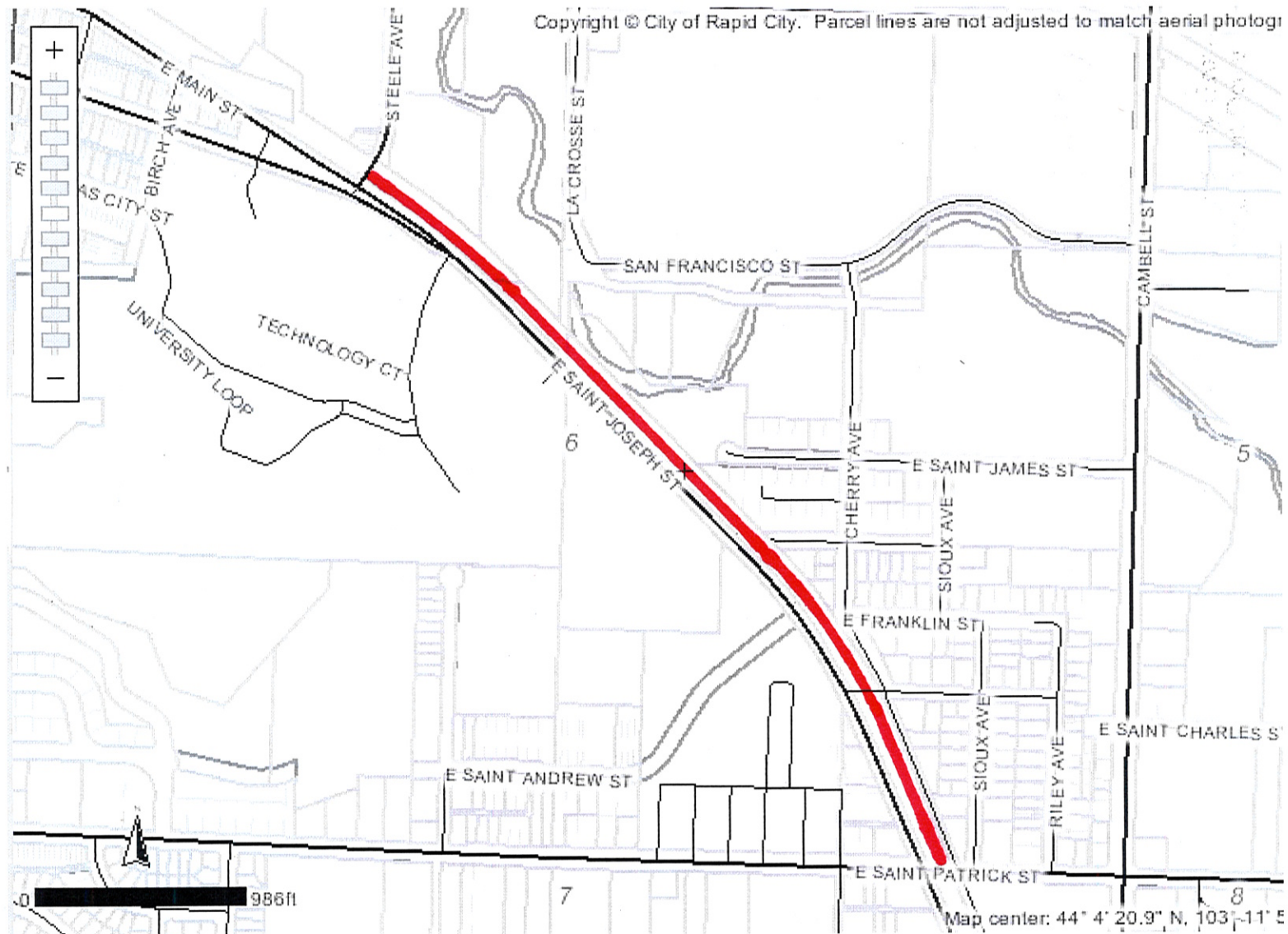
Terracon appreciates the opportunity to provide this proposal and we look forward to working with you on this project. If you have any questions or need additional information please call our office at your convenience.

Sincerely,
Terracon Consultants, Inc.



Walt Feeger, P.E.
 Office Manager

Attachments: Agreement for Services



**EAST ST. JOSEPH STREET
OVERLAY AND WATERMAIN RECONSTRUCTION
PROJECT W11-1908 CIP NO. 50801**