

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

Date: November 27, 2012

Project Name & Number: West St. Cloud Street and Harmony Lane Street and Utilities
Project No. 12-2047

CIP #: 50712

Project Description: To provide design and bidding professional engineering services.

Consultant: Fisk Land Surveying & Consulting Engineers, Inc.

Original
Contract Amount: \$145,873.00

Original
Contract Date: December 3, 2012

Original
Completion Date: May 31, 2013

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
\$29,175.00	833	4223	604	
\$68,550.00	933	4223	602	
\$48,148.00	8910	4223	505	
	Total			

Agreement Review & Approvals

Keith Johnson 11/13/12
Project Manager Date

Amber Lina 11/13/12
Compliance Specialist Date

City Attorney Date

Paul Tom 11-14-12
Division Manager Date

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
Appropriation Y N
Cash Flow Y N

Agreement Between City of Rapid City and Fisk Land Surveying & Consulting Engineers, Inc. for Design and Bidding Professional Services for West. St. Cloud Street and Harmony Lane Street and Utilities, Project No. 12-2047 / CIP No. 50712

AGREEMENT made _____, 2012, between the City of Rapid City, SD (City) and Fisk Land Surveying & Consulting Engineers, Inc., (Engineer), located at 1022 Main Street, P.O. Box 8154 Rapid City, SD 57709. City intends to obtain services for design and bidding, Project No. 12-2047, CIP No. 50712. 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 \$145,873.00 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 May 31, 2013 based on an award date of December 3, 2012.

Section 7—Insurance Requirements

7.1 Insurance Required

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

7.2 Cancellation

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The



Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

7.3 City Acceptance of Proof

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

7.4 Specific Requirements

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than \$1,000,000 each occurrence and not less than \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.



Section 8—Hold Harmless

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

Section 9—Independent Business

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

Section 10-Indemnification

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

Section 11-Controlling Law and Venue

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

Section 12-Severability

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

Section 13—Funds Appropriation

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or



damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

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

City of Rapid City:

Engineer:

MAYOR

FISK LAND SURVEYING &
CONSULTING ENGINEERS, INC

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:

Keith Johnson
KEITH JOHNSON, PROJECT MANAGER

DATE: 11/13/12

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

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

NAME Janelle Finck
PHONE 348-1538
EMAIL Janelle@fisklandsurveying.com



EXHIBIT A

West St. Cloud & Harmony Lane
Project No.12-2047 / CIP No. 50712

TASK 1 - PRELIMINARY DESIGN SERVICES:

- 1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. The consultant shall prepare an agenda, take minutes, and distribute minutes.
- 1.2 Review background information listed in this RFP, and any other resources as necessary.
 - A. Utility Coordination Meeting & On-Site Location Requests: The consultant shall request on-site utility locations for each of the affected properties and adjoining rights-of-way. The consultant shall request an on-site meeting with utility locators to clarify and define the parameters of the project, and shall secure copies or records of utility area maps including water and sewer service records as available.
 - B. Landowner Notification – Survey Commencement: The consultant shall prepare and mail notices of survey commencement and utility location requests to each of the affected property owners.
 - C. Research: The consultant shall secure copies of all current deeds for properties affected by this project. The consultant shall also obtain copies of relevant plat documents and easements as may be found by a reasonable search of record documents.
 - D. Geotechnical Report: The consultant shall secure and provide a geotechnical report with soils analysis and paving recommendation(s) for this area.
- 1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates.
- 1.4 Develop and distribute a survey questionnaire to property owners adjacent to proposed construction areas approximately 3 months or more ahead of soliciting bids for construction. The questionnaire should be developed to obtain information on site-specific concerns such as landscaping or irrigation systems, service line locations, special needs such as access considerations during construction, or history of utility or infrastructure problems at the property. Questionnaires would be returned to and evaluated by the consultant, who would 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. This work may be better completed under Task 2 and shall be established during contract negotiations. Arrange and conduct affected property owners meetings.
- 1.5 Meet with individual property owners regarding ROW and permanent and temporary easement needs and regarding specific project issues and components.
- 1.6 Conceptual Design Submittal
The Conceptual Design Submittal shall generally consist of the following documents:
 - A. Conceptual Design Report
Prepare a Conceptual Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report (including ADA requirements). The consultant shall submit all design assumptions for pipe sections, water, sewer, and storm sewer locations, pavement sections, etc. The Consultant shall include design life, design criteria, and reference of design resources. The Consultant shall use the City Infrastructure Design Criteria Manual to establish design criteria and standards.

The Conceptual Design Report shall evaluate and recommend pavement design; based on a life cycle cost analysis, preliminary horizontal and vertical alignments for utilities, roadways, project phasing and limits, and other public improvements. Establish pipe sizes, lane configurations, complete water quality assessment, etc. Provide justification for the facility and analysis of alternatives. The project's geotechnical report shall be included within the Conceptual Project Design Report and include soil classifications, N values, water levels, proctors, CBR's, resistivity tests, pavement design, and testing recommendations. The Consultant shall elaborate on other project components as necessary.

The consultant shall evaluate possible typical sections and sidewalk alternatives that may not necessarily meet the Infrastructure Design Criteria Manual, but may be justified given the limited right-of-way.

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

The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report. Use the City Infrastructure Design Criteria Manual to establish design criteria and standards. The Conceptual Design Report shall provide review of compliance with City's Standard Specifications for construction of the project(s).

Identify the existing right-of-way (ROW) location and any ROW or easements necessary for the Project. Include size and extent of such ROW and easements and contact information of property owners.

Identify all non-conforming water and sewer service lines and include a map showing a proposed solution to making them conform with the City's current standards.

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

B. Conceptual Drawings/Design Submittal

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

1. Cover Sheet – Note the index of Sheets indicating the anticipated drawing sheets shall be provided.
2. Survey Control Sheet(s)
3. Anticipated traffic control and phasing
4. Erosion control measures
5. Property Layout and Land Ownership
6. Plan and Profile Sheets - Show existing and proposed utility mains and existing services, storm sewers, driveway locations, fittings, and proposed surfacing and drainage items. The utilities should be shown in profile as well. Design Criteria elements like profile grades, "K" values, vertical and horizontal curve data should be included.
7. Anticipated Rapid City Standard Details
8. Special Details - Conceptual layouts for special/critical elements for example buildings, special drainage structures, pump facilities, etc.

- * Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.

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

TASK 2 - FINAL DESIGN SERVICES:

- 2.1 Address City comments from the Task 1 City review(s) and finalize Conceptual Design Report. The Conceptual Design Report should be now titled "Project Design Report".
- 2.2 Provide project layout (2) 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.
- 2.3 Determine removal limits with approval of City of Rapid City representative.
 - A. Prepare removal sheets with removal calls.
- 2.4 Geotechnical report to be included in the Project Design Report and project plans or specifications (see 1.2.D.).
- 2.5 Incorporate design features as necessary to meet the requirements outlined in the Project Design Report.
- 2.6 Incorporate ADA compliance items, for example fillet, driveway and sidewalk improvements. All applicable ADA requirements shall be outlined in the Project Design Report.
- 2.7 Provide a complete stormwater pollution prevention narrative for each of the 2 projects, which will include detailed erosion and sediment control measures and specifications. Provide a complete erosion and sediment control site plan for each of the 2 projects, which includes station and offset locations for each implemented measure. Include both temporary and permanent erosion and sediment control measures. Include an erosion and sediment control sequence of implementation and phasing schedule. Each erosion control item shall be bid separately.
- 2.8 Provide detailed traffic control plans for each of the 2 projects, showing all devices required for a MUTCD compliant plan. Show all streets and alleys that may be impacted by this project. Show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plan. A detailed layout will be included for each phase of multi-phased projects. The traffic control sequence of implementation and phasing schedule shall coincide with erosion and sediment control sequence of implementation and phasing schedule. Each traffic control device shall be bid separately. The City will provide an electronic version of an aerial photo for the selected consultant's use.
- 2.9 Provide a Project Sequence of implementation and phasing schedule for each of the 2 projects which shall include such items as traffic control, erosion and sediment control, utility installations, bypass pumping and temporary water service systems, paving, restoration, and construction milestones.
- 2.10 For each of the 2 projects, 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. Conduct a private utility coordination meeting at Engineering Services with City staff and private utilities in two to three weeks.
- 2.11 For each of the 2 projects, notify the City Project Manager if private utilities will need to be relocated so PM can formally notify the utilities to relocate.
- 2.12 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. Engineer

shall obtain a design exception for Infrastructure Design Criteria Manual and/or Standard Specifications requirements as needed.

- 2.13 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Typically project drawing specific issues should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification.
- 2.14 (see 2.12)
- 2.15 Provide complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- 2.16 Each of the 2 sets of plan documents shall adhere to current City of Rapid City guidelines.
- 2.17 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.

- 2.18 Assist the City with easement(s) acquisition, and obtain property owner contact information, prepare easement and ROW exhibits as necessary, provide copies of current deeds of properties where easements are needed, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings.
- 2.19 If federally funded, incorporate NEPA requirements, wetland mitigation, monetary, ROW certification, environmental certification, SHPO, Architectural, Catx noise analysis, FONSI, etc.
- 2.20 Finalize the Project Design Report incorporating design evaluations, modifications and reports. The consultant shall provide two (2) copies and a PDF version of the final report.
- 2.21 Provide three (3) copies and a PDF version of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City's project manager for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.
- 2.22 Address 100% submittal staff comments as necessary.
- 2.23 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.
- 2.24 For each of the 2 contracts/plan sets, prepare any and all permits with exhibits the City will need to execute for the project.
- 2.25 For each of the 2 contracts/plan sets, 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.
- 2.26 For each of the 2 contracts/plan sets prepare final "Engineer's Estimate" of probable construction cost for the project.

2.27 Deliver the following:

- Provide one (1) copy and a PDF version of bid documents including complete plans, specifications, and Engineer's Estimate of probable construction cost to the City of Rapid City's project manager for City distribution.
- Provide complete plans on CD compatible with AutoCAD Release 2008 or newer format.
 - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
- Provide complete specifications and contract documents on CD in Microsoft Word XP or previous versions.
- Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City "Engineer's Estimate" form.
 - Provide Engineer's Estimate of probable construction costs as a component of this submittal.
- Print and distribute five (5) copies of plans/drawings to the City of Rapid City at 11" x 17" scale.

2.28 For each of the 2 contracts, prior to the advertisement for bids, arrange and conduct a public open house with affected residents. The open house shall be held sufficiently ahead of the project advertisement for bids such that public comments and concerns may still be addressed within the final project documents. Notice of the open house shall be mailed to all property owners adjacent to the proposed work area(s), as well as those in the immediate area who may be directly impacted by the construction, as determined by the City. The Consultant shall tabulate the public comments and concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.

2.29 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval, and the Consultant shall address any comments or corrections required for each of the 2 contracts/plan sets.

TASK 3 – BIDDING SERVICES:

- 3.1 For each of the 2 contracts, the consultant shall submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 For each of the 2 contracts/plan sets, the consultant shall proof print quality at printers before full production of copies are made.
- 3.3 For each of the 2 contracts, the consultant shall arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees. An example of an agenda is enclosed as Attachment Five for your information.
- 3.4 For each of the 2 contracts/plan sets, the consultant shall prepare and issue addenda to the bid documents as required.
- 3.5 For each of the 2 contracts, the consultant shall review bidder's proposals and review and sign the City Engineering Services prepared Bid Tab, prepare an award recommendation letter to the City of Rapid City project manager, and sign a City Engineering Services prepared Award Summary.

EXHIBIT B

Project No. 12-2047
CIP No. 50712

Harmony Lane / West St. Cloud Street

11/9/2012

Task 1		
1.1	Kick-Off Conference	\$ 620.00
1.2	Review Background Information	\$ 1,260.00
1.2.A	Utility Coordination Meeting & On-Site Locations	\$ 1,470.00
1.2.B	(Landowner Notification - Survey Commencement)	\$ 340.00
1.2.C	Research – Deeds, Easements, Service Cards	\$ 1,660.00
1.2.D	Geotechnical Report (6 Holes/Monitor Wells)	\$ 5,403.00
1.3	Route/Site Surveying & Map Preparation	\$ 19,780.00
1.4	Develop & Distribute Survey Questionnaire	\$ 630.00
1.5	Meet w/ Individual Property Owners	\$ 5,500.00
1.6.A	Conceptual Design Report	\$ 13,050.00
1.6.B	Conceptual Design Submittal	\$ 1,720.00
1.6.B.1	Cover Sheet	\$ 340.00
1.6.B.2	Survey Control Sheets	\$ 1,400.00
1.6.B.3	Traffic Control/ Phasing	\$ 2,000.00
1.6.B.4	Erosion Control	\$ 2,000.00
1.6.B.5	Property Layout & Land Ownership	\$ 1,220.00
1.6.B.6	Plan & Profile Sheets	\$ 6,720.00
1.6.B.7	Rapid City Standard Details	\$ 1,120.00
1.6.B.8	Special Details	\$ 1,920.00
1.7	Attend Submittal Review Meeting	\$ 880.00
Total for Task 1		\$ 69,033.00

Task 2		
2.1	Address Redline Comments from Task 1	\$ 4,920.00
2.2	Project Layout – Property/Owner Identification (2)	\$ 760.00
2.3	Determine Removal Limits	\$ 1,060.00
2.3.A	Removal Sheet	\$ 1,300.00
2.4	Geotechnical Report	\$ -
2.5	Incorporate Design Features	\$ 1,840.00
2.6	ADA Requirements/Compliance	\$ 3,040.00
2.7	Erosion Control Plan & SWPP Narrative (2)	\$ 3,840.00
2.8	Traffic Control Plans (2)	\$ 3,840.00
2.9	Project Sequence – Implementation & Phasing (2)	\$ 3,840.00
2.10	Utility Coordination Meeting (2)	\$ 2,160.00
2.11	City Notification of Utilities to be Relocated (2)	\$ 680.00
2.12	Request/Secure Design/Specification Except.	\$ 2,120.00
2.13	Detailed Specifications/General Notes	\$ 2,260.00
2.14	IDCM & Standard Specification Exceptions	\$ -
2.15	Complete Plans & Specifications	\$ 6,930.00
2.16	Plan Verification per RC Guidelines (2)	\$ 1,360.00
2.17	Staking Information	\$ 980.00
2.18	Easement Acquisition	\$ 9,240.00
2.19	Meet Federal Fund Requirements	\$ -
2.20	Finalize Project Design Report	\$ 4,530.00
2.21	Finalize Design Services Submittal	\$ 1,090.00
2.22	Address Redline Comments - 100% Submittal	\$ 1,460.00
2.23	Certification of Conformance w RC Standards	\$ 100.00
2.24	Preparation of Permits & Exhibits (2)	\$ 2,200.00
2.25	Identify Contractor Permits (2)	\$ 570.00
2.26	Prepare Final Engineer's Estimate (2)	\$ 2,440.00
2.27	Final Project Submittal & Deliverables	\$ 1,950.00
2.28	Public Open House (2)	\$ 3,240.00
2.29	DENR Submittal & Address of Comments (2)	\$ 540.00
Total for Task 2		\$ 68,290.00

EXHIBIT B

Project No. 12-2047
CIP No. 50712

Harmony Lane / West St. Cloud Street

11/9/2012

Task 3		
3.1	Submit Information for RC Advertising Authority (2)	\$ 240.00
3.2	Proof Documents Prior to Production (2)	\$ 580.00
3.3	Arrange & Conduct Pre-Bid Conference (2)	\$ 2,440.00
3.4	Prepare & Issue Addenda to Bid Documents (2)	\$ 4,180.00
3.5	Review Bidder's Proposals & Award Letter (2)	\$ 1,110.00
Total for Task 3		\$ 8,550.00
Total for Tasks 1, 2 & 3		\$ 145,873.00

Project No. 12-2047
CIP No. 50712

EXHIBIT C
Project Personnel
Harmony Lane / West St. Cloud Street

11/13/2012

Task	Hourly Charge Rate
Project Administrator	\$70.00
Project Engineers	\$100.00
Project Survey Manager	\$90.00
Survey Field Supervisor	\$90.00
Civil Engineer Technician II	\$70.00
Civil Engineering Technician I	\$60.00
Survey Technician I	\$60.00
Clerical	\$50.00



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
8/7/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TRJ Professional Group, Inc. P.O. Box 9067 Rapid City, SD, 57709	CONTACT NAME: Tom Johnson PHONE (A/C, No, Ext): (605)-716-6547 FAX (A/C, No): (605)-716-6534 E-MAIL: tom@trjprofessional.com ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC#</th> </tr> <tr> <td>INSURER A: Travelers</td> <td></td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Travelers		INSURER B: XL Specialty Insurance Co.		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED FISK LAND SURVEYING & CONSULTING EN P.O. Box 8154 Rapid City, SD 57709-8154 (605) 348-1538															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	680-3064L571-TIA-12	8/1/2012	8/1/2013	EACH OCCURRENCE	
	☒ COMMERCIAL GENERAL LIABILITY						\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any oneperson)	\$ 5,000
	PERSONAL & ADV INJURY	\$ 1,000,000						
	GENERAL AGGREGATE	\$ 2,000,000						
	PRODUCTS - COMP/OP AGG	\$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$	
	☐ POLICY ☒ PROJECT ☐ LOC						\$	
A	AUTOMOBILE LIABILITY	Y	Y	BA-8161N302-12-GRP	8/1/2012	8/1/2013	COMBINED SINGLE LIMIT (Ea accident)	
	☒ ANY AUTO ALLOWED AUTOS						\$ 1,000,000	
	☐ HIRED AUTOS						BODILY INJURY (Per person)	\$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
	PROPERTY DAMAGE (Per accident)	\$						
		\$						
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	DED						\$	
	RETENTION \$						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	UB-3326T41-2-11	9/30/2011	9/30/2012	☒ WC STATUTORY LIMITS ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						\$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	Professional Liab.	N	Y	DPS 9699935	8/1/2012	8/1/2013	Per Claim \$1,000,000	
							Pol Yr Agg. \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

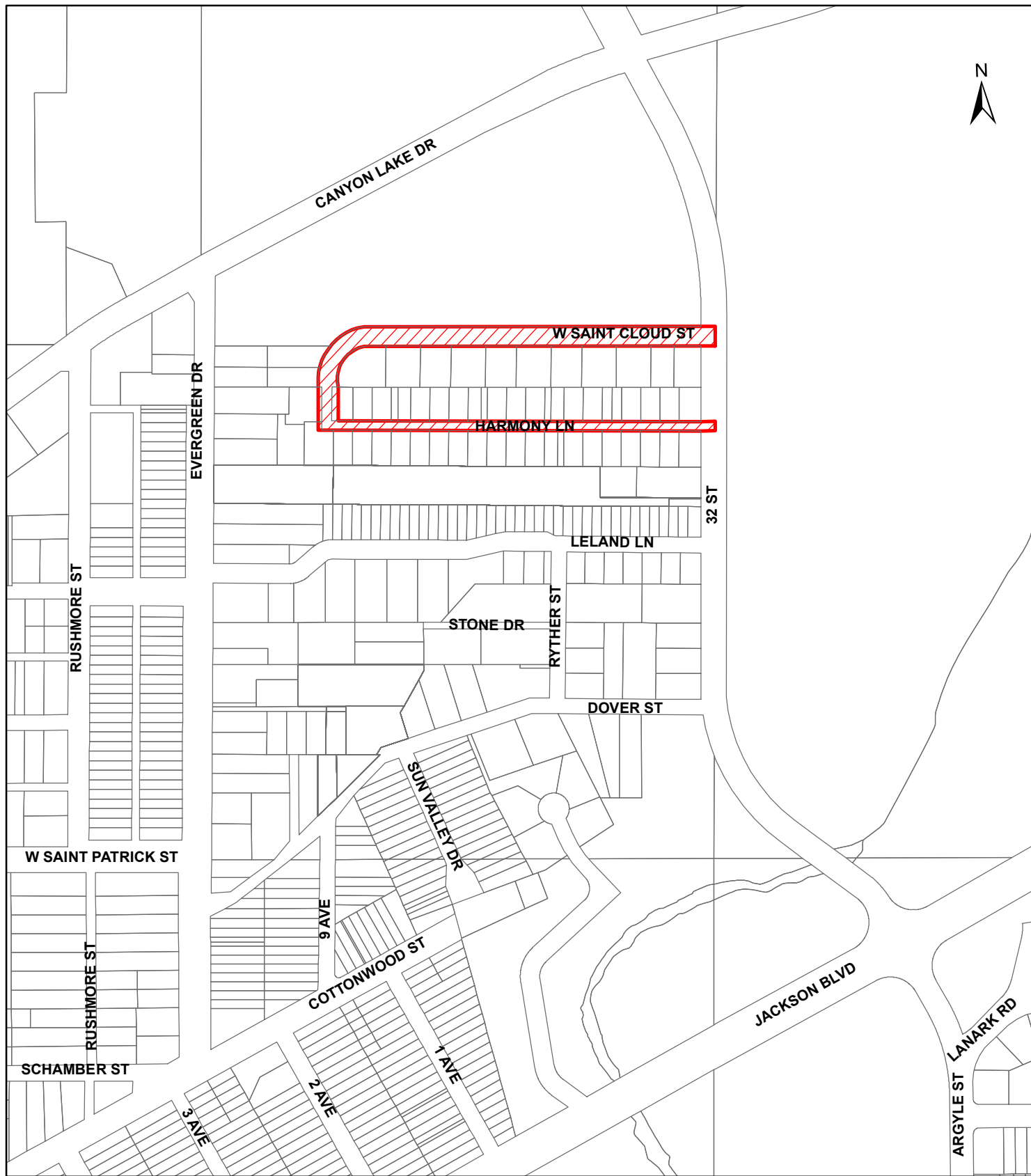
CANCELLATION

City of Rapid City
300 6th Street
Rapid City, SD, 57701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT A



**WEST SAINT CLOUD STREET & HARMONY LANE
STREET & UTILITIES
PROJECT NO. 12-2047 CIP NO. 50712**