

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

Date: November 14, 2012

Project Name & Number: Sweet Creek Trail, Project No. PR12-6102

CIP #:

Project Description: To provide professional services for planning and design, bidding, and construction administration.

Consultant: Wyss Associates, Inc.

Original
Contract Amount: \$65,000

Original
Contract Date: Dec. 4, 2012

Original
Completion Date: Dec. 1, 2013

Addendum No:

Amendment Description:

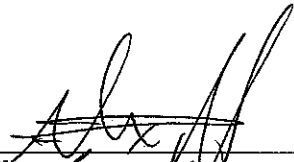

Current Contract Amount: _____
Change Requested: _____
New Contract Amount: _____ \$0.00

Current Completion Date: _____
New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$65,000.00	8912	4223	505	Sweet Creek Trail
\$65,000.00	Total			

Agreement Review & Approvals


 _____ 11/19/12
 Project Manager Date

 _____ 11/14/12
 Department Director Date

City Attorney Date

ROUTING INSTRUCTIONS

Route **two** originals of the Agreement for review and signatures.
 Finance Office - Retain one original
 Project Manager - Retain second original for delivery to Consultant
 cc:

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



STANDARD AGREEMENT
 CITY OF RAPID CITY, SD
 PARKS AND RECREATION DEPARTMENT

Agreement Between the City of Rapid City and Wyss Associates, Inc, for Planning, Design and Construction Administration Professional Services for the Sweet Creek Trail, Project No. PR12-6102.

AGREEMENT made _____, between the City of Rapid City, SD (City) and Wyss Associates, Inc., (Consultant/Contractor, hereinafter references to Consultant/Contractor shall mean Landscape Architect), located at 728 Sixth Street Rapid City, SD 57701. The City intends to obtain professional services for Planning, Design and Construction Administration of the Sweet Creek Trail, Project No. PR12-6102. The scope of services is as described Section 1.2.

The City and the Consultant/Contractor agree as follows:

The Consultant/Contractor shall provide professional services for the City in all phases of the project as defined in section 1.2, serve as the City's professional services representative for the project, and give professional consultation and advice to the City while performing its services.

Section 1 – Basic Services of Consultant/Contractor

1.1 General

- 1.1.1 The Consultant/Contractor shall perform professional services described in this agreement, which include customary professional services. The Consultant/Contractor 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 the Consultant/Contractor for the City are rendered on the basis of experience and qualifications and represent the Contractor/Consultant's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of the Consultant/Contractor as licensed to practice in South Dakota.
- 1.1.3 All documents including drawings and specifications provided or furnished by the Consultant/Contractor pursuant to this Agreement are instruments of service in respect of the Project and the Consultant/Contractor 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 the Consultant/Contractor 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 Consultant/Contractor 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).

Section 2 – Information Provided by the City

The City will provide any information in its possession for the project at no cost to the Consultant/Contractor.

Section 3 – Notice to Proceed

The City will issue a written notification to the Consultant/Contractor to proceed with the work. The Consultant/Contractor shall not start work prior to receipt of the written notice. The Consultant/Contractor 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 Consultant/Contractor shall not sublet or assign any part of the work under this agreement without the written authority of the City.
- 4.1.2 The City and the Consultant/Contractor 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 Consultant/Contractor.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Consultant/Contractor 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 Consultant/Contractor shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to

correct Consultant/Contractor errors and and/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 satisfactory completed and accepted plans or parts thereof be revised, the Consultant/Contractor 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 Consultant/Contractor, 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 Consultant/Contractor. 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 the 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 progresses, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. The Consultant/Contractor 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 Consultant/Contractor and (b) by the Consultant/Contractor for cause upon seven days written notice to the City. If the City terminates the agreement without cause, the Consultant/Contractor 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 Consultant/Contractor to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Consultant/Contractor shall be liable to the City for any additional cost to the extent directly resulting from the Consultant/Contractor's actions.

- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Consultant/Contractor involving

transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. The Consultant/Contractor'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 Consultant/Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant/Contractor'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 the Consultant/Contractor. 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 Consultant/Contractor if the City becomes aware of any fault or default in the project or nonconformance with the project documents.
- 4.1.16 Unless otherwise provided in this agreement, the Consultant/Contractor and any of their sub-consultants or sub-contractors 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 the Consultant/Contractor's services, the Consultant/Contractor 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 the Consultant/Contractor 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 Consultant/Contractor, nor their sub-consultants and/or sub-contractors, 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 Consultant/Contractor, nor their Consultants and/or subcontractors, 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 The Consultant/Contractor 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 The City of Rapid City Non-Discrimination 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 the 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.

The Consultant/Contractor 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 sub-consultants, sub-contractors, or suppliers.

Section 5 – Payments to the Consultant/Contractor

5.1 Schedule of Pay Rates

The City will pay the Consultant/Contractor for services rendered or authorized extra work according to the Consultant/Contractor'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 \$65,000 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Consultant/Contractor shall complete the project 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. The Consultant/Contractor 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 Consultant/Contractor based on the work completed during the month at the rates established in Section 5.1 and approved by the City.

Net payment to the Consultant/Contractor shall be due within forty-five (45) days of receipt by the City.

Section 6 – Completion of Services

The Consultant/Contractor shall complete services on or before December 1, 2013, based on an award date of December 4, 2012.

Section 7 – Insurance Requirements

7.1 Insurance Required

The Consultant/Contractor shall secure the insurance specified below. The insurance shall be issued by an 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 Consultant/Contractor will provide the City with at least 30 days notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Consultant/Contractor agrees to hold the City harmless from any liability, including

additional premium due because of the Consultant/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 Consultant/Contractor and their sub-consultants or sub-contractors interests, and assumes no liability therefore. The Consultant/Contractor will hold the City harmless from any liability, including additional premium due because of the Consultant/Contractor'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, non-owned, 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 Consultant/Contractor or their sub-consultants and sub-contractors, in the amount 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 services.

Section 8 – Hold Harmless

The Consultant/Contractor hereby agrees to hold the City harmless from any and all claims of 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 Consultant/Contractor and/or their employees or agents arising out of the professional services described in the agreement.

Section 9 – Independent Business

The parties agree that the Consultant/Contractor operates an independent business and is contracting to do work according to their 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 Consultant/Contractor shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Consultant/Contractor 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 the Consultant/Contractor 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, the City agrees to indemnify and hold harmless the Consultant/Contractor from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by the Consultant/Contractor'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, and Pennington County.

Section 12 – Severability

Any unreasonable provision 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 Consultant/Contractor or their 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 written below.

City of Rapid City:

Consultant/Contractor:

MAYOR



WYSS ASSOCIATES, INC.

DATE

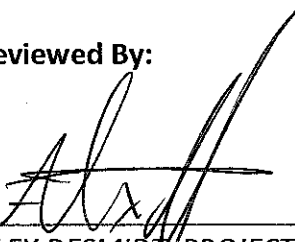
11.19.12.

DATE

ATTEST:

FINANCE OFFICER

Reviewed By:



ALEX DESMIDT, PROJECT MANAGER

DATE

11/17/12

City's Designated Project Representative:

Consulting/Contracting Firm's Designated Project Representative:

NAME Alex DeSmidt
PHONE 394-5225
EMAIL alex.desmidt@rcgov.org

NAME Mark Jobman, PLA, IA-LA
PHONE 348-2268
EMAIL markj@wyssassociates.com



728 Sixth St. ▪ Rapid City, SD 57701 ▪ Ph: 605.348.2268 ▪ Fx: 605.348.6506 ▪ Email: info@wyssassociates.com ▪ www.wyssassociates.com

November 15, 2012

Alex DeSmidt
 Project Manager, Rapid City Parks and Recreation
 515 West Blvd.
 Rapid City, SD 57701

Exhibit A: Project Scope of Services

Professional services have been divided into five Tasks with Preliminary Design, Final Design, and Bidding Services in Phase 1 and Basic Construction and Expanded Construction Services in Phase 2.

TASK 1 – Programming

This task consists of all services necessary to take the project from initiation into the Preliminary Design Submittal stage and shall include the following itemized services.

- 1.1 Project Initiation and Data Gathering:** Wyss Associates project initiation includes the tasks of setting up the contract documents, planning the project activities, and communicating task responsibilities with the project team. Wyss Associates will review available background information and other resources as necessary. GIS and existing utility information required for the Project will be provided by the City.
- 1.2 Grant Program Review:** Wyss Associates will review the South Dakota State Game Fish and Parks Recreational Trail Program Grant requirements and provide an outline of requirements to meet the grant.

Submittals: Kick-off Meeting Minutes, project management report, communication protocol, and team responsibilities

TASK 2 – Inventory and Analysis

This task consists of all services necessary to take the project into the environmental assessment and final design and alignment stage.

- 2.1 Inventory and Analysis:** During this phase of the project our team will establish the base files and drawing files to be used throughout the improvement planning process. We will establish how the final planning document will be presented and provide a table of contents for what we anticipate needing to be included in the final plan. The Wyss Associates' team will walk the project site and begin to photo document existing conditions such as drainage issues, easement areas, potential maintenance issues, plant material evaluations, drainage situations, and overall alignment of the Trail. We will use this information combined with existing aerial photography to prepare an existing conditions analysis, to be used as a foundation for the decision making. The Wyss Associates' team will obtain available data from city sources, identify and request any additional data needed, and prepare AutoCAD/GIS base maps for the study, planning and design effort.
- 2.2 Preliminary Trail Alignment:** Upon completing our Inventory and Analysis, Wyss Associates' Team will make coordination with the City's proposed trail alignment and define the proposed limits and right-of-way implications. During this time out team will work closely with the city staff to develop

Sweet Creek Spur Trail Exhibits
 November 14, 2012
 Page 2 of 2

project relationships and coordination with adjacent and impacted land owners. We propose individual meetings with each of the property owners. These meetings would be led by City Staff with support by the Wyss Associates Team.

- 2.3 **Easement documentation and ROW Meetings:** During this phase of the plan the design team will work with the city and property owners to coordinate easements with the landowners and the city. Our team will develop right-of-way plans, and provide legal easements for the project. All property acquisitions must comply with federal and state law. They must be done in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 et seq.
- 2.4 **Final Trail Alignment:** Using the Inventory and Analysis report, and field observation information, the Wyss Associates team will define a preferred trail centerline to be used to guide the future development of the project. The Trail alignment and center line are a critical aspect of the trail development as it will guide our design team through easement acquisitions, and any hydraulic analysis and stream assessments, and permits required to construction the Sweet Creek Trail. Our Inventory and Analysis, and preliminary trail alignment will be presented to the Parks and Recreation advisory board for preliminary approval. We will also obtain a detailed site survey of the project and vicinity to more clearly define the project alignment. A full site vicinity survey will be completed as part of this task.
- 2.5 **Utility Investigation:** Utility Investigation will include public and private utility investigation and coordination as needed to identify existing infrastructure and potential improvement associated with the project.

Submittals: Preliminary Right-of-way plans and documentation, final legal easements, meeting minutes from all meetings, Final Trail Alignment Design, Utility investigation report, and inventory and analysis report.

TASK 3 – Easement Acquisitions and Environmental Study

This task consists of all services necessary to take the project into the final design stage.

- 3.1 **Hydraulic Analysis and Stream Assessment (if applicable, not included within the project fee at this time):** The Wyss Associates team will work through and perform Hydraulic Analysis if needed by the project and any governing agency. Our team will also perform a stream assessment of Sweet Creek in accordance with the City Standards. Working through these items it is possible that there may need to be some mitigation required to complete the Sweet Creek Trail Project. If this is the case our team will lead and guide the city through any mitigation requirements.
- 3.2 **Permits and Approval:** As with any project it is imperative that all permits and governing agencies are contacts and the project is discussed with them. Our team will work with the city to ensure that any necessary permits are in place prior to starting the project. Potential permits that maybe required could



Wyss Associates, Inc.

728 Sixth St. ■ Rapid City, SD 57701 ■ Ph: 605.348.2268 ■ Fx: 605.348.6506 ■ Email: info@wyssassociates.com ■ www.wyssassociates.com

include; US Fish and Wildlife, State Historic Preservation Office, State Right-of-way permits, Corp of Engineers, State Game Fish and Parks, in addition to the typical city permits required. Since this project is an RTP grant project we will have to meet NEPA requirements however our scope is based upon the assumption that this project will fall in the realms of categorical exclusion within the NEPA.

Submittals: Hydraulic Analysis (if applicable), Stream Assessment Report (if applicable), plans and specifications for any required mitigations required for the completion of the project, provide required documentation to complete a categorical exclusion for the NEPA Process, provide all necessary permits, and documentation of approval.

TASK 4 – Construction Documentation

This task consists of all services necessary to take the project into the bidding stage.

- 4.1 **Construction Documentation:** The Wyss Associates Design team will complete the required construction documents needed and required to successfully build the Sweet Creek Trail Project. Our final plans will include trail center line, Right-of-way plans, bridge and trail details, cross-sections, and appropriate details. Throughout our construction documentation stage we will provide a set of review plans at 60%, 95%, and 100% design completion.
- 4.2 **Opinion of Probable Costs:** Along with our final construction documents we will provide an opinion of probable construction costs that will include all items required to build the Sweet Creek Trail. The Opinion of Probable Cost will also break out all design fees to help the City understand the overall cost for the Sweet Creek Trail Project.

Submittals: Construction documentation for city bidding process, final opinion of probable cost.

TASK 5 – Basic Construction Services

This task consists of all services necessary to take the project through completion.

- 5.1 **Basic Construction Services:** Prepare the notice to Proceed to the City Project Manager and distribute to the contractor that is awarded the contract. Wyss Associates will coordinate the Pre-Construction Meeting and prepare the agenda, record meeting minutes of the meeting and provide meeting minutes to all attendees. Any clarifications the bid documents or construction coordination will be provided in writing to contractor, design team, and city. At the Pre-Construction meeting we will identify coordination and communication items for issues that may arise during construction. All shop drawings, product submittals, testing results will be reviewed by the design team and provide the

Sweet Creek Spur Trail Exhibits
 November 14, 2012
 Page 2 of 2

necessary comments if required. All required as-builts will be provided to the City within 30 days of the completion of the project. We will make periodic site visits to provide site observation reports.

Project Phase 2 Scope of Services

Phase 2 services for this project are expected to consist of a Expanded Construction Services for the project construction stage. Hours and costs for this Phase may or may not be negotiated at the conclusion of Phase 1 design and bidding.

Exhibit B: Project Schedule

The proposed schedule for design services is based on the information provided in the Request for Proposals and discussions with the Rapid City Department of Parks and Recreation. This schedule is based on a future target of a mid 2013 bidding and 2013 construction start for the initial construction phase of this project. Wyss Associates is prepared to meet the project deadlines as noted below and is always open to discussion on schedule adjustments to meet the City of Rapid City's goals for the project. The schedule allows 1 week review for 65% and 100% submittals.

Notice to Proceed with Design	December 4, 2012
Task 1:	
Project Initiation and Data Review	December 4 – December 14
Task 2:	
Inventory & Analysis	December 17 – 28
Project Survey (FMG)	December 4 - 28
Preliminary Trail Alignment	January 2 – 18
Easement and ROW Meetings	January 21 – February 8
Final Trail Alignment	February 11 - 22
Task 3:	
Hydraulic Analysis & Stream Assessment (As needed, no fee associated with this item. If required this would be an additional service with FMG Engineering)	February 22 – March 15
Task 4:	
65% Design Services Submittal	March 15
City Staff Review	March 15 – March 27
95% Desktop review with City	April 5th
Final Plans and Specifications	April 12
Estimated Bidding	May 2013

Project Design Fee

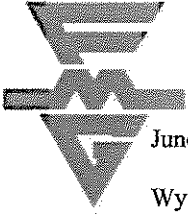
Our fee is based upon the desire to complete a first class design for the Sweet Creek Spur Trail. Our current understanding leads us to an hourly not to exceed contract. The fee of \$65,000.00 will cover the scope of services outlined above.

Sweet Creek Trail		Prepared by: Wyss Associates, Inc.				
Task #	Description	Principal Landscape Architect	Landscape Architect	Design Associate I	Construction Administrator	Administrative Assistant
Programming						
1.1	Project Initiation and Data Gathering		6	6		6
1.2	Grant Program Review		4	4		
	Hours Subtotal	0	10	10	0	6
	Hourly Rate	\$150.00	\$105.00	\$75.00	\$85.00	\$42.00
		\$0.00	\$1,050.00	\$750.00	\$0.00	\$252.00
	Subtotal	\$2,052.00				
Site Evaluation						
2.1	Inventory and Analysis		8	8		
2.2	Preliminary Trail Alignment		8	8		
2.3	Meetings	4	32	24		8
2.4	Final Trail Alignment	4	10	10		
2.5	Utility Investigation		6	8		
	Hours Subtotal	8	64	58	0	8
	Hourly Rate	\$150.00	\$105.00	\$75.00	\$85.00	\$42.00
		\$1,200.00	\$6,720.00	\$4,350.00	\$0.00	\$336.00
	Subtotal	\$12,606.00				
Schematic Design						
3.1	Assessment					
3.2	Permits and Approvals	2	24	12		
	Hours Subtotal	2	24	12	0	0
	Hourly Rate	\$150.00	\$105.00	\$75.00	\$85.00	\$42.00
		\$300.00	\$2,520.00	\$900.00	\$0.00	\$0.00
	Subtotal	\$3,720.00				
Construction Documents						
4.1	Construction Documentation	6	100	110		
4.2	Opinion of Probable Costs		15	15		
	Hours Subtotal	6	115	125	0	0
	Hourly Rate	\$150.00	\$105.00	\$75.00	\$85.00	\$42.00
		\$900.00	\$12,075.00	\$9,375.00	\$0.00	\$0.00
	Subtotal	\$22,350.00				

Construction Administration						
5.1	Services		10		40	5
	Hours Subtotal	0	18	8	40	5
	Hourly Rate	\$150.00	\$105.00	\$75.00	\$85.00	\$42.00
		\$0.00	\$1,890.00	\$600.00	\$3,400.00	\$210.00
	Subtotal	\$6,100.00				

Total Fee Projection \$48,778.00

Wyss: \$48,778.00



FMG, INC. 3700 Sturgis Road, Rapid City, South Dakota 57702-0317 605/342-4105
FAX 605/342-4222

June 28, 2012

Wyss Associates, Inc.
Mr. Mark Jobman
728 6th Street
Rapid City, SD 57701

RE: SURVEYING AND ENGINEERING SERVICES PROPOSAL
SWEETCREEK TRAIL, RAPID CITY, SD

Dear Mark:

Thank you for the opportunity to provide a proposal for the referenced project for Surveying and Civil Engineering Services. Our proposed scope of work and fees are outlined below and on the attached spreadsheet.

BOUNDARY SURVEY AND STRIP TOPOGRAPHIC MAP

This task is for the boundary survey and a topographic survey. The boundary survey is for the parcels affected by the proposed "yellow" line alignment in the RFP. The topographic survey is for a 100' wide strip along the final selected alignment, assumed to be more or less the same as the "yellow" line alignment in the RFP. The boundary survey will be completed in advance of the topographic survey in anticipation on needing to know where property boundaries are located for easement/right of way meetings. The topographic survey will not be completed until such time as the route is selected and generally identified by lath placed in the field by Wyss Associates.

MEETINGS AND EASEMENT/RIGHT OF WAY DOCUMENTS

This task is to accompany and assist Wyss Associates during their landowner meetings. This task is also to prepare the exhibits/right of way figures for use by the City in their preparation of the legal easement/right of way documents. This task includes setting survey monuments for either easements or right of way.

CONSTRUCTION DOCUMENTS

Our services are limited in this task to providing design assistance/recommendations for stream crossing hydraulic structures and related stream mitigation.

FEES

The proposed fee for the work outlined above and as tabulated on the attached spreadsheet is \$16,480.00. This fee excludes any applicable taxes or fees.

If you have any questions or need any additional information please give me a call.

Sincerely,

FMG, Inc.

Jerry D. Foster P.E.

CC Proposal File

SWEETCREEK TRAIL , RAPID CITY, SD
FMG INC. - SURVEY AND CIVIL ENGINEERING MANHOUR ESTIMATE
 June 28, 2012

ITEM	TASK	Prof. Eng. Principal \$ 130.00	Engineering Technician \$ 65.00	Registered Surveyor \$ 80.00	Survey Crew \$ 120.00	Clerical \$ 50.00	
BOUNDARY SURVEY AND STRIP TOPOGRAPHIC SURVEY							
1.1	Set Control and Perform Boundary Survey				32		\$ 3,840.00
1.2	Plat Research and Utility One Call			4			\$ 320.00
1.3	Detailed Topo Survey (100' wide strip along selected route)				24		\$ 2,880.00
1.4	Map Check and Boundary Calculations	1		4			\$ 450.00
1.5	Drafting of Survey		24				\$ 1,560.00
1.6	Reimbursables, supplies, mileage						\$ 150.00
							\$ 9,200.00
MEETINGS/EASEMENT & RIGHT OF WAY DOCUMENTS AND MEETINGS							
2.1	Accompany Wyss at Landowner Meetings	6					\$ 780.00
2.2	Prepare Easement/Right of Way Exhibits (Assume 7 per RFP map)	1	18	3			\$ 1,540.00
2.3	Set Corners for Easements/Right of Way Parcels				8		\$ 960.00
2.4	Reimbursables, supplies, mileage						\$ 100.00
							\$ 3,380.00
CONSTRUCTION DOCUMENTS							
3.1	Design Assistance/Recommendations on Stream Crossings & Related Stream Mitigation	24	12				\$ 3,900.00
							\$ 3,900.00
TOTAL FEES							\$ 16,480.00



728 Sixth St. ▪ Rapid City, SD 57701 ▪ Ph: 605.348.2268 ▪ Fx: 605.348.6506 ▪ Email: info@wyssassociates.com ▪ www.wyssassociates.com

If task 3.1 is deemed necessary to complete the project the design team will review the scope of service and fee required to complete that portion of the project and request an amendment to the original contract.

Exhibit C: Project Hourly Rate Schedule

Our hourly rates are as follows: (2013 Hourly Rate Schedule)

Wyss Associates, Inc,

\$155 for Principal
 \$109 for Senior Landscape Architect
 \$88 for Design Associates
 \$44 for secretarial work
 \$109 Construction Administration
 \$65 for Design Tech

FMG Engineering

\$130 Professional Engineer Principle
 \$65 Engineering Technician
 \$80 Registered Surveyor
 \$120 Survey Crew
 \$50 Clerical

Direct expenses of travel, copying and applicable sales tax will be invoiced at direct cost.

Alex, we look forward to the opportunity of working with you and the city in the completion of this exciting project. Please call me if you have any questions concerning the above information.

Sincerely,

Mark Jobman, ASLA, IA-LA
Senior Landscape Architect