

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

Date: March 18, 2013

**Project Name & Number:** West Chicago Street Utility Reconstruction  
Project No. 12-2022

**CIP #:** 50448

**Project Description:** To provide professional engineering services for the design and bidding of the utility reconstruction in West Chicago Street.

**Consultant:** Ferber Engineering Company, Inc.

**Original Contract Amount:** \$186,270.00

**Original Contract Date:** March 19, 2013

**Original Completion Date:** 12/31/2014

**Addendum No:**

**Amendment Description:**

**Current Contract Amount:** \_\_\_\_\_

**Current Completion Date:** \_\_\_\_\_

**Change Requested:** \_\_\_\_\_

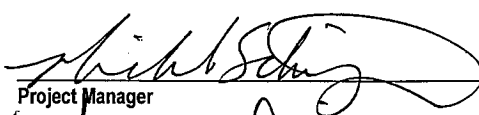
**New Contract Amount:** \_\_\_\_\_ \$0.00

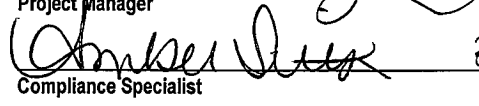
**New Completion Date:** \_\_\_\_\_

**Funding Source This Request:**

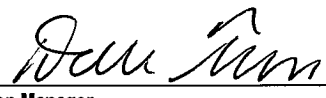
\$156,270.00	933	4223	602	
\$30,000.00	833	4223	604	
\$186,270.00	<b>Total</b>			

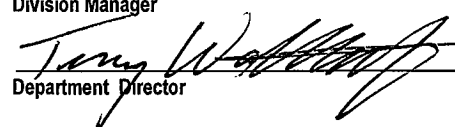
### Agreement Review & Approvals

 3/4/13  
Project Manager Date

 3/4/13  
Compliance Specialist Date

\_\_\_\_\_  
City Attorney Date

 3-5-13  
Division Manager Date


 3-5-13  
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	3/6/13		<input checked="" type="radio"/> Y <input type="radio"/> N
Cash Flow			<input type="radio"/> Y <input type="radio"/> N

**Agreement Between City of Rapid City and Ferber Engineering Company, Inc. for  
Design and Bidding Professional Services for West Chicago Street Utility  
Reconstruction Project No. 12-2022 / CIP No. 50448**

AGREEMENT made March 19, 2013, between the City of Rapid City, SD (City) and Ferber Engineering Company, Inc., (Engineer), located at 729 E. Watertown Street, Rapid City, SD. City intends to obtain services for design and bidding, Project No.12-2022 / CIP No. 50448. 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 \$186,270.00 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 12/31/2014 based on an award date of March 19, 2013

## **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, 7<sup>th</sup> 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

\_\_\_\_\_  
Ferber Engineering Company, Inc.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
FINANCE OFFICER

**Reviewed By:**

\_\_\_\_\_  
Michelle Schweitzer, P.E., PROJECT MANAGER

DATE: \_\_\_\_\_

**CITY'S DESIGNATED PROJECT REPRESENTATIVE**

**ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE**

NAME Michelle Schweitzer  
PHONE 605-394-4154  
EMAIL michelle.schweitzer@rcgov.org

NAME Dave Muck  
PHONE 605-343-3311  
EMAIL davemuck@ferberengineering.com



**WEST CHICAGO STREET UTILITY RECONSTRUCTION PROJECT  
PROJECT NO. 12-2022 / CIP 50448  
SOUTH TRAILVIEW DRIVE UTILITY RECONSTRUCTION PROJECT  
PROJECT NO. 11-2001/ CIP 50824**

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**EXHIBIT A**

The City has determined the need to procure professional services including Preliminary Design Services, Final Design Services, Bidding Services, Basic Construction Services, and Expanded Construction Services for the two separate projects under the West Chicago Street Utility Reconstruction project. Project 1 will be constructed in advance of the South Dakota Department of Transportation (SDDOT) project and, Project 2 will be constructed in conjunction with the SDDOT West Chicago Street Reconstruction (P0231(12)80). In addition, the City requests conceptual design services for utility reconstruction in the South Trailview Drive area west of Sturgis Road, known herein as Project 3.

It is anticipated that the improvements will include the following:

1. **Project 1: 2013 Water Main Project** – Project 1 is the reconstruction of a portion of 16-inch water main from Deadwood Avenue to Sheffer Street and the continuation of that water main to at least N. St. Onge Street. Project 1 also includes the design of side street tie-ins to the water main. Three alternative water main alignments will be developed for evaluation with the most practical alternative being selected for final design and construction. Project design and construction to be completed under City Project No. 12-2022 / CIP 50448.
2. **Project 2: 2014 SDDOT Project** – Project 2 includes the design of the extension of the Project 1 16-inch water main along West Chicago Street from North St. Onge Street through Sturgis Road, the side street tie-ins and connection to the existing 8-inch water main paralleling the north side of West Chicago Street. Project 2 also includes the reconstruction of sanitary sewer main and resolution of nonconforming and noncompliant sanitary sewer and water services adjacent to the SDDOT Project. These facilities will be bid and constructed in conjunction with the SDDOT Project. In addition to the utilities design, Project 2 includes the review and evaluation of the SDDOT storm drainage design and the side street reconstruction limits with regard to the City's design criteria and the standard construction specifications. The SDDOT sidewalk design and handicap accessibility will be reviewed for conformance to the Americans With Disabilities Act (ADA). Project design and construction to be completed under City Project No. 12-2022 / CIP 50448.
3. **Project 3: South Trailview Drive Project** – Project 3 is the conceptual design and master planning of utility relocations within the surrounding neighborhood. In addition to the utility relocation recommendations, resolution of the remaining water and sanitary sewer services within the neighborhood. The general study limits for the neighborhood master plan are West Chicago Street on the north, 38<sup>th</sup> Street on the west, West Main Street on the south and Federal Avenue on the east. Final design of recommendations found within the Project 3 report will be negotiated under separate contract. However, due to the future recommended extension of water service to Black Hawk, preliminary design of a 16-inch water main from West Main Street to the north side of West Chicago Street in order to appropriately design the Project 2 utilities. Also, preliminary design of public sanitary sewer main to replace the private sewer main on the east side of Sturgis Road will be necessary in order resolve current grinder pump discharges across West

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Chicago Street. Conceptual design for this contract to be completed under City Project No. 12-2022 / CIP 50448.

Tasks 1 through 3 presented in this Exhibit are "Standard" items, requested by the City. In the following detailed task descriptions, the various items within each project defined above are combined, where possible, under the same task. The projects are not discussed separately. Tasks 4 and 5 (not shown) are "Standard" construction tasks and, at the City's request, will be completed for this Project by Ferber Engineering Company, Inc., with scope and budget to be negotiated prior to the completion of Task 3.

**TASK 1 - PRELIMINARY DESIGN SERVICES:**

- 1.1 Kick-off Conference: The Engineer shall meet with City staff to detail project concept and scope. The Engineer shall prepare an agenda, take minutes and distribute minutes.
- 1.2 Gather and review background information listed in the Request for Proposals and any other resources as necessary.
- 1.3 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.
  - 1.3.1 Questionnaires will be sent to the property owners during completion of Project 3.
  - 1.3.2 Personal meetings will be held with the property owners adjacent to Projects 1 and 2.
- 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.
  - 1.4.1 Topographic survey information will be collected outside of the limits of the SDDOT survey along West Chicago Street.
  - 1.4.2 Detailed topographic and boundary information will be collected on both sides of Sturgis Road from West Chicago Street to West Main Street in order to design the east side sanitary sewer and the 16-inch water main, as described above.
  - 1.4.3 Limited spot topographic data (sewer cleanouts, curb stops, etc.) will be collected for Project 3 west of South Trailview Drive. Data will be sufficient to complete master planning with sufficient adequacy to limit surprises during final design.
- 1.5 Engineer will provide the following geotechnical services through Subconsultant contract with American Engineering Testing, Inc.
  - 1.5.1 Soil borings at ten (10) locations to a depth of 15 feet throughout the Projects.
  - 1.5.2 Laboratory testing will be completed for natural moisture content, dry density, proctors and remolded California Bear Ratios.
  - 1.5.3 Complete six (6) electrical resistivity tests along Projects 1 and 2.

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- 1.5.4 Prepare a report(s) summarizing lab testing and provide recommendations.
- 1.6 Engineer will provide the following structural services through Subconsultant contract with Albertson Engineering, Inc.
  - 1.6.1 Preliminary analysis and design of structural components associated with suspending a casing pipe along the north side of the West Chicago Street railroad bridge.
  - 1.6.2 Coordinate with SDDOT regarding the analysis and acceptability of casing pipe suspension from the bridge.
  - 1.6.3 Prepare construction drawings and specifications for the structural components associated with suspended casing pipe.
- 1.7 Engineer will provide the following landscape design services through Subconsultant contract with Designworks, Inc.
  - 1.7.1 Landscape architecture services, if desired by the City, will be undertaken only after the City issues a Notice-To-Proceed specifically for landscape architecture.
  - 1.7.2 Provide concepts for turf grass and trees within the West Chicago Street median from Sturgis Road to the end of the SDDOT reconstruction project.
  - 1.7.3 Prepare preliminary design for irrigation system and control.
  - 1.7.4 Coordinate landscape improvements with SDDOT and the Rapid City Parks Department.
  - 1.7.5 Prepare construction drawings and specifications for landscaping improvements.
- 1.8 Engineer shall complete a preliminary design investigation.
  - 1.8.1 Water
    - 1.8.1.1 Engineer will prepare three (3) alternative horizontal and vertical layouts of a 16-inch water main from Deadwood Avenue to North St. Onge Street (Project 1).
    - 1.8.1.2 Engineer will select one alternative alignment for final design and construction in coordination with the City. The selected alternative will be selected based upon opinion of probable construction cost, difficulty of construction, ability to acquire utility easements from private property owners as well as other potential selection criteria.
    - 1.8.1.3 Engineer will complete preliminary design of the 16-inch water main from North St. Onge Street to Sturgis Road (Project 2).
    - 1.8.1.4 Engineer will show existing water mains to be abandoned.
    - 1.8.1.5 Engineer will prepare preliminary side street water main tie-ins to accommodate system looping.
    - 1.8.1.6 Engineer will evaluate the effects of the 16-inch water main on the South Canyon High Level and North Rapid High Level using hydraulic modeling. Model evaluation will be conducted under existing conditions and under future expansion of the system along Sturgis Road as outlined in the *Rapid City Utility System Master Plan*.
    - 1.8.1.7 Engineer will develop conceptual water system improvements for the South Trailsview Drive area (Project 3).
    - 1.8.1.8 Engineer will show proposed resolutions of noncompliant and combined water services.

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**1.8.2 Sanitary Sewer**

- 1.8.2.1 Engineer will review sanitary sewer cards and as-constructed plans to determine approximate locations of existing sanitary sewer service taps.
- 1.8.2.2 Engineer will coordinate with Utility Maintenance to video tape all sanitary sewer mains in order to verify the need to reconstruct and to verify sanitary sewer service taps.
- 1.8.2.3 Engineer will provide horizontal and vertical layout of sanitary sewer main in West Chicago Street and Sturgis Road, as necessary to accommodate the SDDOT reconstruction.
- 1.8.2.4 Engineer will show sanitary sewer mains to be abandoned.
- 1.8.2.5 Engineer will show new sanitary sewer service locations to reconnect to existing or proposed sanitary sewer mains along West Chicago Street and Sturgis Road.
- 1.8.2.6 Engineer will provide conceptual horizontal and vertical layout of sanitary sewer main in the South Trailview Drive project area sufficient to develop project prioritization, probable resolution of problematic sanitary sewer services and opinions of probable construction cost.
- 1.8.2.7 Engineer will show proposed resolutions of noncompliant and combined sanitary sewer services.

**1.8.3 Drainage**

- 1.8.3.1 Engineer shall evaluate the SDDOT storm inlet and storm sewer design with regard to the *Rapid City Infrastructure Design Criteria Manual (RCIDCM)*.
  - 1.8.3.1.1 Engineer will complete appropriate hydrologic calculations where the SDDOT analysis does not conform to the RCIDCM.
- 1.8.3.2 Engineer shall make recommendations to the City for additional storm inlets and/or larger diameter storm sewer.
- 1.8.3.3 Engineer shall make recommendations to the City regarding stormwater quality treatment required by the SDDOT per the *Rapid City Stormwater Quality Manual (RCSQM)*.
  - 1.8.3.3.1 Preliminary layout of Old Lime Creek stormwater quality facilities will be prepared in order to convey the recommendations to the SDDOT.
- 1.8.3.4 Engineer shall evaluate components of the SDDOT storm drainage facilities that may be part of the regional drainage system. The proposed SDDOT facilities will be evaluated per the *South Canyon - Lime Creek and the Old Lime Creek Drainage Basin Design Plans*.

**1.8.4 Street**

- 1.8.4.1 Engineer will evaluate the SDDOT proposed side street tie-ins for conformance to the RCIDCM.
  - 1.8.4.1.1 Engineer will provide preliminary plan and profile drawings demonstrating conforming side street tie-ins at each of the intersecting streets.

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- 1.8.4.2 Engineer will evaluate the SDDOT pedestrian facilities for conformance to the *Rapid City Area Bicycle and Pedestrian Master Plan (RCABPMP)* and the Americans with Disabilities Act (ADA) criteria.
- 1.8.4.3 Engineer will provide recommendations to the City regarding the results of the evaluation of the SDDOT pedestrian facilities design.
- 1.9 Prepare Project Design Report for Projects 1 and 2: Engineer shall establish and indicate project specific design criteria and standards within the Project Design Report (including ADA requirements). The Project Design Report shall evaluate and recommend preliminary horizontal and vertical alignment for utilities and other public improvements. Establish pipe sizes, complete water quality assessment, determine irrigation and landscaping limits, etc. Provide justification for the facility and analysis of alternatives. Engineer shall use the RCIDCM to establish design criteria and standards. The Project Design Report will include all information used to evaluate the various components of the SDDOT design outlined above. The project's geotechnical report shall be included within the Project Design Report, and include soil classifications, N values, water levels, proctors, and testing recommendations.
- 1.10 Prepare preliminary plan and profile sheets including locations of existing and new utilities for Projects 1 and 2. Existing utility locations with probable depths will be shown.
- 1.11 Prepare a preliminary South Trailview Drive Area Utility Replacement Master Plan containing a summary of questionnaire responses, compilation of nonconforming and noncompliant water and sanitary sewer services, descriptions of proposed improvements, probable construction cost for each recommended improvement and prioritization of improvements.
- 1.12 Prepare preliminary opinion of probable construction costs for each of Projects 1, 2 and 3.
- 1.13 Identify permanent and temporary construction easements acquisition needs for Projects 1 and 2. Include size and extent of such easements.
- 1.14 Attend submittal review meeting with City staff.

**TASK 2 - FINAL DESIGN SERVICES:**

- 2.1 Address City comments from the Task 1 City review(s), finalize Project Design Report and finalize the South Trailview Drive Area Utility Replacement Master Plan. Provide three (3) copies and a pdf file of each of the reports.
- 2.2 Arrange and conduct individual meetings with affected property owners. Tabulate owners concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.
- 2.3 Facilitate permanent and/or temporary construction easement acquisition, and obtain property owner contact information, prepare easement exhibits as necessary, conduct property owner meetings for easement acquisition, and document acquisition meetings. Provide copies of current deeds of properties where easements are needed and the City will prepare the necessary legal documents. The Engineer will not negotiate compensation for easements with property owners.
- 2.4 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

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- requiring relocation of utilities or special construction techniques are fully specified in the contract documents. 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.
- 2.5 Represent the City and present City's best interest for SDDOT funding of Project 1 and 2 component.
  - 2.6 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.
    - 2.6.1 Plans documents shall adhere to current City of Rapid City guidelines.
    - 2.6.2 Staking information shall include the following as necessary:
      - 2.6.2.1 Station offsets or coordinates for all items of work requiring field staking
      - 2.6.2.2 Coordinates and description of inter-visible control points with benchmark information.
    - 2.6.3 Provide project layout to include lot lines (front and side) and addresses of all properties adjacent to construction.
    - 2.6.4 If desiring exceptions from City requirements or specifications, Engineer will request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exceptions
  - 2.7 Determine removal limits with approval of City of Rapid City representative.
  - 2.8 Provide full Erosion and Sediment Control Plans for Project 1, and include the appropriate bid items in the bidder's proposal. If additional ESC materials are necessary beyond those specified in the SDDOT project (Project 2), Engineer will provide recommendations and quantities within the utility plans for Project 2.
  - 2.9 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. 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.
  - 2.10 Prepare applicable permits with exhibits required for the City.
    - 2.10.1 A USACE 404 permit will be obtained for Project 1.
    - 2.10.2 Appropriate permits will be acquired from the Canada Pacific Railway for crossing of the railroad.
  - 2.11 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.
  - 2.12 Prepare final Engineer's Opinions of Probable Construction cost for Projects 1 and 2.
  - 2.13 Provide three (3) copies of the Final Design Services submittals for each of Projects 1 and 2. The submittal shall consist of complete plans, specifications, contract documents, and opinions 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 Engineer believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.
  - 2.14 Address 95% submittal staff comments as necessary.
  - 2.15 Engineer shall deliver the following to the City Project Manager (unless otherwise stipulated):



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- Provide one (1) copy and a PDF format of the bid documents including complete plans and specifications.
  - Provide complete plans on CD compatible with current AutoCAD Release.
    - 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 on CD in current version of Microsoft Word.
  - Provide a unit price cost estimate on CD in current version of Microsoft Excel on the City of Rapid City "Engineer's Estimate" form.
    - Provide Engineer's Opinion of Probable Construction Costs as a component of this submittal.
  - Print and distribute five (5) copies of 11"x17" plans to the City of Rapid City for use construction services personnel.
  - Provide electronic copies of all documents according to SDDOT requirements and two (2) copies of bid documents including complete plans and specifications to the SDDOT's project manager.
- 2.16 All submittals (drawings and specifications) believed by the Engineer of Record to be 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.
- 2.17 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval. The Engineer shall address any comments or corrections required.

**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 Conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.
- 3.3 Issue addenda to the bid documents as required.
- 3.4 Engineer shall review Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab and Award Summary.
- 3.5 Engineer shall review construction contract documents and supporting information from the contractor and submit to the City of Rapid City project manager for distribution to City Attorney's office for approval and signatures of the Mayor and Finance Officer.

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**PROJECT TEAM, MEETINGS, AND SUBMITTALS**

Project team members will include:

- Ferber Engineering Company, Inc.
  - American Engineering Testing, Inc. (geotechnical engineering)
  - Albertson Engineering, Inc. (structural engineering)
  - DesignWorks, Inc. (landscape architecture)
- City Engineering Services staff
  - Operations Division staff
  - Utility Maintenance Division (Service area and O&M related issues)
  - Water Division
  - Water Reclamation Division
- Parks Division
- SDDOT

Engineer will attend the following meetings:

- Kick-off meeting, Task 1
- Project Design Report and 35% Plans and Specifications submittal review meeting, Task 1
- SDDOT coordination meetings, Tasks 1 and 2
- Property owners meetings (coordination and easement acquisition), Task 1
- Private Utility coordination meeting, Task 2
- 95% Plans, Specifications and Contract Documents review, Task 2
- Prebid Conference, Task 3
- Committee and Council Meetings as required, All Tasks

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Engineer will make the following submittals:

- Kick-off meeting, Task 1 meeting minutes
- Project Design Report and 30% Review Submittal, Task 1 including meeting minutes
- Final Project Design Report, Task 2 including meeting minutes
- South Trailview Drive Utility Reconstruction Master Plan, Task 2
- 95% complete plans, specifications, contract documents and opinion of probable construction cost.
- Public meeting minutes
- Property owners meeting minutes
- Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost, Task 2
- Pre-bid conference meeting minutes, Task 3

The Engineer will allow 10 working days for City review of the Project Design Report and 35% Plans review submittal and the 95% complete plans, specifications, contract documents and opinions of probable construction cost Contract Documents submittal.

**WEST CHICAGO STREET UTILITY RECONSTRUCTION / PROJECT NO 12-2022 / CIP 50448  
PROJECTS 1 and 2**

**EXHIBIT B**

<b>Task #</b>	<b>Description</b>	<b>Subtask Total</b>
1.1	Kickoff Conference	\$980.00
1.2	Gather/Review Background Information	\$5,115.00
1.3	Develop and Distribute Questionnaires	\$2,530.00
1.4	Perform Boundary and Topographic Survey	\$17,190.00
1.5	Geotechnical Analysis	\$8,315.00
1.6	Structural Analysis	\$7,610.00
1.7	Landscape Architecture	\$4,030.00
1.8	Preliminary Design Preparation	\$36,000.00
1.9	Prepare Project Design Report	\$17,050.00
1.10	Prepare Preliminary Plan and Profile	\$7,440.00
1.11	Prepare Preliminary South Trailview Utility Master Plan (not used)	\$0.00
1.12	Preliminary Opinion of Probable Construction Cost	\$1,500.00
1.13	Identify Permanent and Temporary Construction Easements Needs	\$4,600.00
1.14	Attend Submittal Review Meeting	\$1,160.00
<b>TASK 1 TOTAL</b>		<b>\$113,520.00</b>
2.1	Finalize Project Design Report	\$5,680.00
2.2	Arrange and Conduct Individual Property Owner Meetings	\$2,600.00
2.3	Facilitate Permanent Easement Acquisition	\$690.00
2.4	Utility Company Coordination	\$1,160.00
2.5	Represent City at SDDOT Funding Discussions (included in other)	\$0.00
2.6	Prepare Final Plans	\$32,920.00
2.7	Determine Removal Limits (included in other)	\$0.00
2.8	Prepare Full Erosion and Sediment Control Plans	\$6,960.00
2.9	Prepare Detailed Specifications	\$820.00
2.10	Prepare Applicable Permits Required for the City	\$6,240.00
2.11	Identify Permits Required by Contractor (included in other)	\$0.00
2.12	Prepare Final Engineer's Opinions of Probable Construction Cost	\$1,670.00
2.13	Prepare Final Design Services Submittal	\$5,000.00
2.14	Address City and SDDOT Comments	\$1,960.00
2.15	Final Deliverables (included in other)	\$0.00
2.16	Submittal Certification (included in other)	\$0.00
2.17	City Submittal to SDDENR (not included)	\$0.00
<b>TASK 2 TOTAL</b>		<b>\$65,700.00</b>
3.1	Assist City Project Manager with Advertising Authority	\$170.00
3.2	Attend Prebid Meeting	\$1,140.00
3.3	Prepare and issue addenda as required	\$4,980.00
3.4	Review Bidder's Proposal and Bid Tab Summary	\$760.00
<b>TASK 3 TOTAL</b>		<b>\$7,050.00</b>
<b>12-2022 CONTRACT TOTAL FOR TASKS 1 - 3</b>		<b>\$186,270.00</b>



**Ferber  
Engineering  
Company, Inc.**

Civil Engineering • Water Resources • Transportation • Land Surveying  
729 East Watertown St, Rapid City, SD 57701 ~ Phone: (605) 343-3311

**EXHIBIT C**

**2013 SCHEDULE OF CHARGES**

**FERBER ENGINEERING COMPANY, INC.**

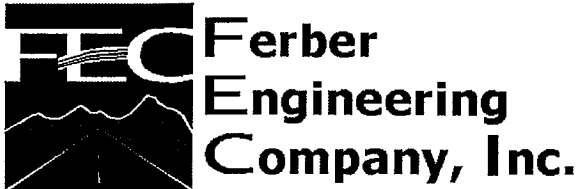
<b><u>EMPLOYEE CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal Professional Engineer	\$115.00
Principal Professional Engineer/Registered Land Surveyor	\$115.00
Professional Engineer III	\$90.00
Professional Engineer II	\$85.00
Professional Engineer I	\$75.00
GIS Professional	\$75.00
Senior Technician	\$75.00
Graduate Engineer	\$70.00
Technician II	\$60.00
Technician I	\$55.00
Drafter	\$60.00
Clerical	\$65.00
Mileage	\$ 0.57

**AMERICAN ENGINEERING TESTING, INC. (GEOTECHNICAL ENGINEERING)**

<b><u>EMPLOYEE CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Senior Geotechnical Engineer	\$150.00
Project Manager	\$75.00
Senior Engineering Technician	\$75.00
Field Technician	\$75.00
Clerical	\$42.00
2-Man Drill Crew & CME 75 Rig	\$185.00

**ALBERTSON ENGINEERING, INC. (STRUCTURAL ENGINEERING)**

<b><u>EMPLOYEE CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal Engineer	\$145.00
Project Engineer II	\$120.00
EIT	\$90.00
Drafting	\$65.00



**Ferber  
Engineering  
Company, Inc.**

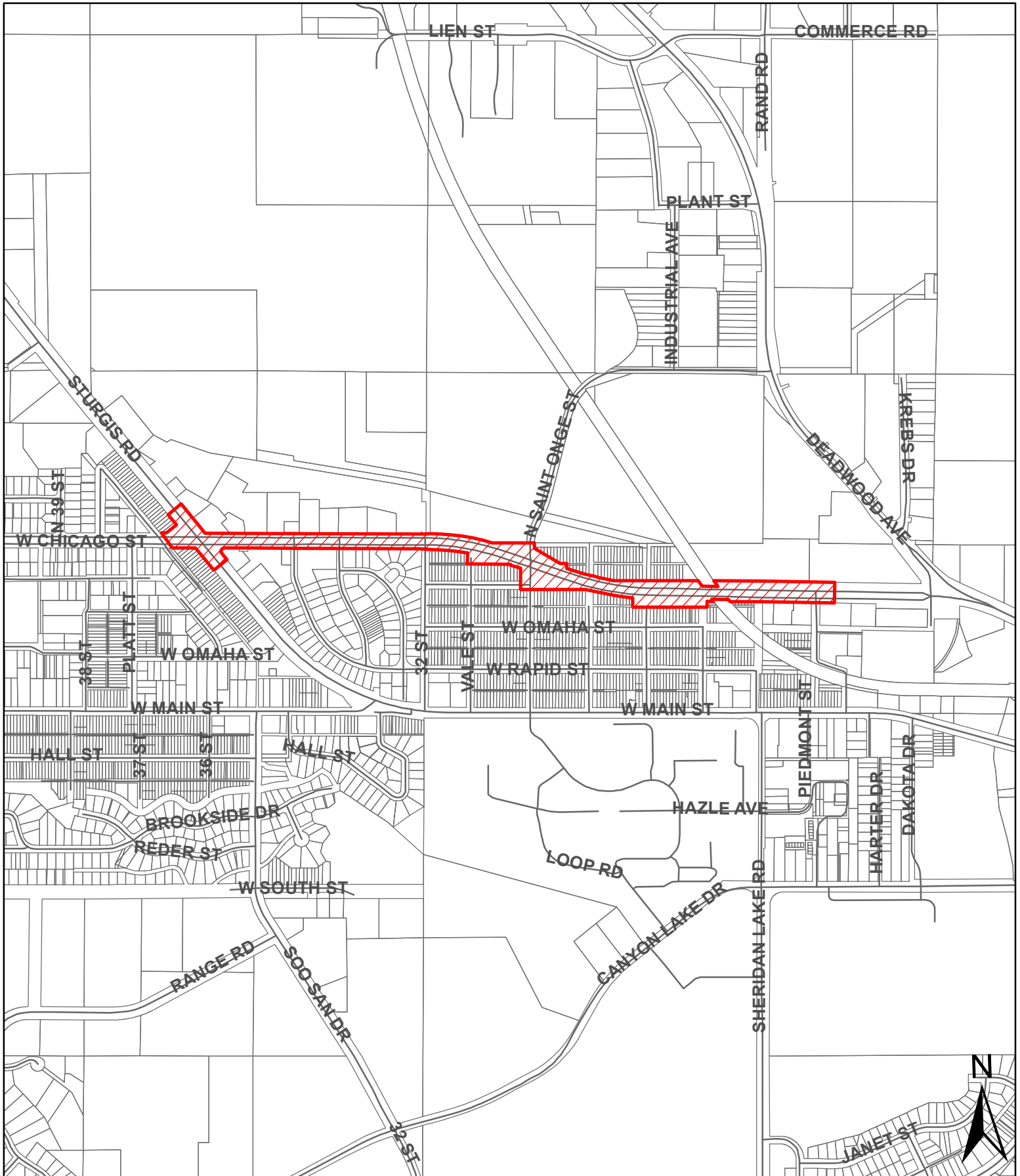
Civil Engineering • Water Resources • Transportation • Land Surveying  
729 East Watertown St. Rapid City, SD 57701 ~ Phone: (605) 343-3311

Clerical

\$50.00

**DESIGNWORKS, INC. (LANDSCAPE ARCHITECTURE)**

<b><u>EMPLOYEE CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Landscape Architect 2	\$95.00
Landscape Architect 1	\$80.00
Landscape Designer	\$65.00
CAD Technician & Support	\$50.00



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