

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

Project Name & Number: Jolly Lane to Reservoir Road Trunk Sewer Extension
Project Number 14-2121

CIP #: 51005

Project Description: This project is for the final design and bidding services of a sanitary trunk sewer from Reservoir Road to the Jolly Lane Lift Station. This consultant has been selected for this project in accordance with the Technical Consultant Selection Process section 1.B.1, which allows for the direct selection of a consultant because of specialized knowledge of the project area which eliminates any other firm from being qualified to design this project.

Consultant: Dream Design International, Inc.

Original Contract Amount: \$225,321.00

Original Contract Date: September 17, 2013

Original Completion Date: May 30, 2014

Addendum No:

Amendment Description:

Current Contract Amount: _____

Current Completion Date: _____

Change Requested: _____

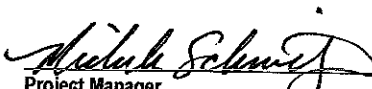
New Contract Amount: _____ \$0.00

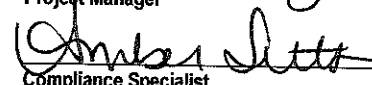
New Completion Date: _____

Funding Source This Request:


Amount	Dept.	Line Item	Fund	Comments
\$225,321.00	834	4223	604	Wastewater Expansion
	Total			

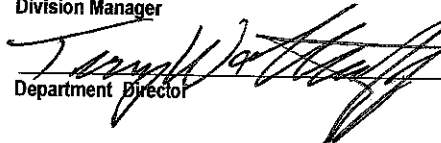
Agreement Review & Approvals

 8/30/13
Project Manager Date

 8/30/13
Compliance Specialist Date

City Attorney Date

 9-3-13
Division Manager Date

 9-4-13
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: 9/4/13 Initials: JS Approved: Y N
Appropriation: _____ Y N
Cash Flow: _____ Y N

**Agreement Between City of Rapid City and Dream Design International, Inc. for Design and Bidding Professional Services for Jolly Lane to Reservoir Road Trunk Sewer Extension,
Project No. 14-2121 / CIP 51005**

AGREEMENT made September 17, 2013, between the City of Rapid City, SD (City) and Dream Design International Inc., (Engineer), located at 528 Kansas City Street, Rapid City, SD 57701. City intends to obtain services for design and bidding for the Jolly Lane to Reservoir Road Trunk Sewer Extension, Project No. 14-2121 CIP No. 51005. The scope of services is as described within this document and as further described in Exhibits A, B and C (attached).

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project and shall (attached), serve as the City's professional engineering consultant and give professional engineering services.

Section 1—B:

1.1 General:

1.1.1

*Have Sign
Please Sign
Michelle*

professional services described in this agreement. Engineer shall act as the City's professional representative for those services and to provide advice and professional opinion. Any opinions of probable cost and decisions provided by Engineer for the Project shall be based on Engineer's experience and qualifications and professional judgment.

the City and the Engineer shall 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.



- 1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.

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 Exhibit A.)
- 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 and reimbursable rate schedule described in Exhibit C.

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$225,321.00 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 per the hourly rates and allowable reimbursable as 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 30, 2014 based on an award date of September 17, 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, 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.

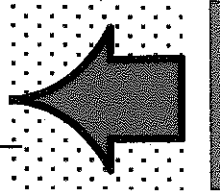
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

City of Rapid City:

Engineer:

MAYOR

[Signature]
Dream Design International, Inc.



DATE: _____

DATE: 8/30/2013

ATTEST:

FINANCE OFFICER

Reviewed By:

[Signature]
Michelle Schweitzer, PROJECT MANAGER

DATE: 8/30/13

CITY'S DESIGNATED PROJECT REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

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

NAME Sara Odden
PHONE 605-348-0538
EMAIL sarao@dreamdesigninc.com





DREAM DESIGN INTERNATIONAL, INC.

PROJECT BACKGROUND

The Southeast Connector Neighborhood of Rapid City and the surrounding area has experienced significant growth in recent years. The existing Jolly Lane Lift Station was constructed in 1990 and upgraded in 2010. With the increasing demands of new development in the surrounding area, the Jolly Lane Lift Station is near capacity and needs to be bypassed with a large capacity gravity trunk sewer. This project includes the preliminary and final design and construction of the trunk sewer from pre-determined connection points near the Jolly Lane Lift Station and along Reservoir Road.

HDR Engineering has been selected by the City of Rapid City to complete conceptual design for the trunk sewer from Reservoir Road to the Jolly Lane Lift Station under the South Side Drive Sanitary Sewer Extension Project. In addition, HDR Engineering will research and recommend the trunk sewer material, sewer main pipe size, the desired hydrogen sulfide corrosion protection method(s), desired odor control method(s), establish sanitary sewer flow lines, and recommend connection points near Reservoir Road and the Jolly Lane Lift Station. Dream Design International, Inc. will provide input on HDR Engineering's conceptual design alignments and termination points.

Dream Design International, Inc. will complete all aspects of the preliminary and final design with the support of Arleth & Associates for survey gathering and information, Terracon Consultants, Inc. for geotechnical borings and soil information, and RESPEC, Consulting & Services for Wetland delineation and, if necessary, mitigation. Professional services have been divided in to five Tasks, Preliminary Design, Final Design, Bidding Services, Basic Construction and Expanded Construction Services. The first three tasks are presented in this Exhibit, and the final 2 will be negotiated prior to construction as a separate contract.

TASK 1 – PRELIMINARY DESIGN SERVICES

This task consists of all services necessary to take the project from beginning through the Preliminary Design submittal stage, and may include the following itemized services.

- 1.1 Project Kick-off Conference: Dream Design International, Inc. (hereinafter referred to as DDI) shall meet with City staff to detail project concept and scope. DDI will prepare an agenda, take minutes, and distribute minutes.
- 1.2 Gather and review available background information. Background information shall include City of Rapid City GIS maps, City of Rapid City utility maps, City of Rapid City historical bid tabulation data, and existing facility plans. GIS and existing utility information required for the project will be provided by the City.

- 1.3 Project Coordination Meetings: Meet with project stakeholders regarding their input into the project design details and associated agreements, as well as ROW and permanent and temporary easement needs. DDI shall arrange and conduct meetings, take minutes, and distribute minutes. Additional project coordination between individual property owners and entities will be detailed under Tasks 1.9 and 1.10.
- Rapid Valley Sanitary District
 - Property Owner(s)
 - Rapid City Staff
 - HDR Engineering
- 1.4 DDI will provide site surveys sufficient for design plan preparation through a Subconsultant contract with Arleth & Associates. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments and shall utilize State Plane coordinates.
- 1.5 DDI will provide the following geotechnical services through a Subconsultant contract with Terracon Consultants, Inc.:
- Soil borings at selected locations to an average depth of 20 feet throughout the final alignment
 - Laboratory testing will be completed for natural moisture content, dry density, Atterberg limits, sieve analysis, sulfate content and proctors.
 - Prepare a report summarizing lab testing and provide recommendations.
- 1.6 DDI will provide Wetland delineation services through a Subconsultant contract with RESPEC, Consulting & Services. In the case that wetland mitigation is necessary, a contract addendum will be provided.
- Pre-Application phone conference with Army Corps of Engineers
 - Wetland delineation coordination with the Army Corps. of Engineers
 - Vegetation survey
 - Wetland Mitigation, if needed will be negotiated as an amendment to this contract
- 1.6.1 DDI will prepare all preliminary plans and necessary wetland exhibits. DDI will complete all tasks necessary to obtain a successful wetland permit.
- 1.7 DDI will provide Floodplain analysis services for all potentially affected areas. DDI will complete all tasks necessary to obtain a successful flood plain permit, including all necessary exhibits and data collection.
- 1.8 DDI will review Technical Memorandum #1, provided by HDR as per the South Side Drive Sanitary Sewer Extension Project, and provide comments and a recommendation for the final design alignment from Reservoir Road to Jolly Lane. DDI will create the necessary exhibits to support the recommendation.
- 1.9 Prepare a Preliminary Project Design Report. DDI shall establish and indicate project specific design criteria and standards within the Project Design Report. The Project Design Report will include the evaluation of the recommended horizontal and vertical sewer main alignment (Task 1.8), utilizing pre-determined pipe material and sizes (selected pipe material and size, including hydrogen sulfide corrosion protection method(s), odor control method(s), selected manhole material, including product specifications will be supplied by the City), wetland delineation and permit application (Task 1.6), floodplain review (Task 1.7), provide sanitary sewer calculations for the selected pipe size, slope and material, and any deviations from the capacity anticipated by the preliminary design, determine construction limits, etc.

EXHIBIT A

The following break-out items will also be included in the Preliminary Project Design Report:

- 1.9.1 DDI will coordinate future street and sewer needs with individual property owners. Future needs will be checked both horizontally and vertically to ensure proper roadway and sewer connections are adequate for traffic needs and sewer flows and meet design standards.
- 1.9.2 DDI will coordinate future development breakout and intersecting street and sanitary sewer connections with Rapid Valley Sanitary District. Vertical and horizontal alignments will be analyzed to ensure that future roadway and sanitary sewer connections meet design standards.
- 1.9.3 Design of any storm water crossings and creek crossings including calculations and assumptions used to determine culvert sizes.

The Project Design Report will include all information used to evaluate the various components of the design outlined above. DDI shall include a preliminary opinion of probable construction costs in the preliminary design report. DDI shall use the RCIDCM, 2012 edition, to establish design criteria and standards. The project geotechnical report shall be included in the Project Design Report.

- 1.10 DDI shall prepare a set of 65% preliminary design plans for the Sanitary Sewer main along the directed route. DDI will provide preliminary horizontal and vertical layout of sanitary sewer main in the Jolly lane to Reservoir Road Trunk Sewer Project area. The design plans shall adhere to the City of Rapid City's current drafting standards. Plan documents shall adhere to current City of Rapid City guidelines including the Infrastructure Design Criteria Manual and the Recommended Standards for Wastewater Facilities (Ten States Standards).
 - 1.10.1 DDI shall provide plans that detail future development needs, incorporating future intersecting street and sanitary sewer connection coordination points.
 - 1.10.2 DDI will provide a complete storm water pollution prevention narrative which will include detailed erosion and sediment control measures and specifications. Provide a complete erosion and sediment control plan. Both temporary and permanent erosion and sediment control measures shall be included in the plan, including a sequence of implementation and phasing schedule. The City will provide the standard template to be used for the erosion and sediment control plan. Each erosion control item shall be bid separately.
 - 1.10.3 Provide staking information. Staking information shall include the following items as necessary:
 - Station offsets or coordinates for all items of work requiring field staking and applicable alignment information.
 - Coordinates and descriptions of inter-visible control points with benchmark information.
 - 1.10.4 Provide a traffic control plan showing all devices required for a MUTCD compliant plan.
 - 1.10.5 Provide a Project Sequence of implementation and phasing schedule which shall include such items as traffic control, erosion and sediment control, utility installations, restoration, surfacing, and construction milestones.
 - 1.10.6 Determine removal limits with approval of City of Rapid City representative and incorporate them into the plans.

EXHIBIT A

The submittal will include all of the sheets listed in the table below, however call-out notes and labels may not be fully complete until the final design submittal. The 65% design submittal will include the sheets listed below (approximately 60 sheets*):

1.1	Cover Sheet
1.2 – 1.x	Legend, Estimate of Quantities and General Notes
2.1	Property Layout and Land Ownership
2.2	ROW & Easement Layout (may be combined with 2.1)
2.3	Survey Control Sheet
3.1	Traffic Control, Haul Roads, Construction Phasing (if needed)
4.1 – 4.x	Sediment and Erosion Control Plan
5.1 – 5.x	Grading Plans
6.1	Typical Section (1 sheet), may be included with another sheet
7.1 – 7.x	Sanitary Sewer Plan and Profile Sheets with road grades
8.1 – 8.x	Special Details and Standard Details
9.1 – 9.x	Cross-sections at 50' intervals and critical areas (28 cross sections per sheet)

* Estimated fee is based on a total of 60 plan sheets.

- 1.11 DDI shall attend a submittal review meeting with City staff and provide monthly progress meeting updates to the City Project Manager. DDI will record and prepare meeting minutes of submittal review meetings and distribute to those in attendance.

TASK 2 – FINAL DESIGN SERVICES

This task consists of all services necessary to take the project from Task 1 Preliminary Design Services through the Final Design Services, and may include the following itemized services.

- 2.1 DDI will address City comments from the 65% submittal and finalize the Project Design Report.
- 2.2 DDI will submit the necessary plans, documentation, and application to the Army Corp. of Engineers for review following incorporation of City comments to the 65% review plans.
- 2.3 DDI will facilitate permanent and/or temporary construction easement acquisition, and obtain property owner contact information, prepare easement exhibits and/or H-Lot 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. DDI will not negotiate compensation for easements with property owners. There are two to three property owners within the project area.

EXHIBIT A

- 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 requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Notify the City Project Manager if private utilities will need to be relocated so the PM can formally notify the utilities to relocate. Work with City Staff to schedule a Utility Coordination Meeting with utility companies. Take minutes during the meeting and distribute copies to all in attendance.
- 2.5 Request and secure any design exceptions from City criteria or specifications.
- 2.6 Provide detailed specifications supplementing the City of Rapid City Standard Specifications as necessary.
- 2.7 Provide any project specific details. Anticipated details include manhole construction, special trench details, and irrigation and stream crossing details.
- 2.8 Incorporate any necessary Army Corp. of Engineer's comments, NEPA requirements, wetland mitigation, easements, environmental certification, etc. Prepare Final Design Plans.
- 2.9 Provide two (2) copies and a PDF version of the Final Project Design Report to the City.
- 2.10 Provide three (3) copies and a PDF version of the Final Design Services Submittal. The submittal shall consist of 100% 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. The plans shall be 22"x34" unless an exception to the drafting standards is requested and approved by City Staff.
- 2.11 Address 100% submittal staff comments as necessary.
- 2.12 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.
- 2.13 Prepare all applicable permits with exhibits required for the City.
- 2.14 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.
- 2.15 Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 2.16 Deliver the following items to the City:

2.16.1 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.

2.16.2 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.

2.16.3 Provide complete specifications and contract documents on CD in Microsoft Word XP or previous versions.

2.16.4 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.

2.16.5 Print and distribute five (5) copies of plans/drawings to the City of Rapid City at 11"x17" scale for construction services personnel.

2.17 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.

TASK 3 – BIDDING SERVICES

This task consists of all services necessary for the administration of the Bidding Services of the project, and may include the following itemized services.

3.1 DDI will submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.

3.2 DDI shall proof print quality of bid documents at printers before full production of copies are made.

3.3 DDI will arrange and conduct a Pre-bid Conference, including preparation of an agenda and an explanation of the project and any special requirements. DDI will record attendance and minutes. Distribute minute copies to only Consultant and City.

3.4 DDI will prepare addenda to the bid documents as required. All addenda will be issued by the City.

3.5 DDI will review Bidder's Proposals, review and sign the City Engineering Services prepared Bid Tab, and sign a City Engineering Services prepared Award Summary.

TASKS 4 & 5 – BASIC CONSTRUCTION AND EXPANDED CONSTRUCTION SERVICES

Construction services for this project are expected to consist of all work necessary for the administration of the Basic Construction Services and Expanded Construction Services of the design plans outlined in Tasks 1 and 2 above. Hours and costs for these services are anticipated to be negotiated under a separate contract at a later date.

PROJECT TEAM, MEETINGS AND SUBMITTALS SUMMARY

Project team members will include:

- Dream Design International, Inc.
 - Arleth & Associates – Survey
 - Terracon Consultants, Inc. – Geotechnical
 - RESPEC, Consulting & Services – Wetland delineation and mitigation (if needed)
- City Engineering Services Staff
- Operations Division Staff
 - Utility Maintenance Division – Service area and O&M related issues

Meetings requiring DDI's participation will likely include, but may not be limited to the following:

- Kick-off meeting, Task 1
- Project coordination meeting with the City, Rapid Valley Sanitary District and HDR Engineering, Task 1
- Pre-Application phone conference with Army Corps of Engineers, Task 1
- Coordination Workshop with City staff and property owner(s), Task 1
- 65% Plan submittal review meeting, Task 1
- Utility coordination meeting, Task 2
- 100% Plans, Specifications, and Contract Documents review, Task 2
- Pre-bid conference, Task 3

Submittals include:

- Kick-off meeting, Task 1 meeting minutes
- Project coordination meeting(s), Task 1 meeting minutes
- Comments on HDR Engineering's Technical Memorandum #1, Task 1
- Preliminary Project Design Report, Task 1
- 65% Preliminary Plans, Task 1
- Revised 65% plans and Preliminary Project Design Report (submit digitally), Task 2 submittal to Army Corp. of Engineers and copy to City
- Utility coordination meeting minutes, Task 2
- Final Project Design Report, Task 2
- 100% complete plans, specifications, contract documents, and opinion of probable construction costs, Task 2
- Revised 100% plans and Project Design Report, specifications, contract documents, and opinion of probable construction costs, Task 2
- Advertising Authority form information, Task 3
- Pre-bid agenda, presentation, and conference minutes, Task 3
- Bid tab review and award recommendation review and signatures as required, Task 3

PROJECT SCHEDULE

The proposed schedule for design services is based on the information discussed during a project scoping meeting and in conjunction with HDR Engineering's proposed schedule for the South Side Sanitary Sewer Project. DDI 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 for 10 working days for City review of submittals. The calendar dates for each milestone will be established at the project kick-off

meeting.

City Council Authorization	September 16 th , 2013
Comments and Recommendation to City Staff on HDR's Technical Memorandum #1	October 11 th , 2013
65% Construction Plans Submittal to City	November 25 th , 2013*
65% Revised Construction Plans Submittal to the Army Corp. of Engineers	December 16 th , 2013*
Final Design Services Submittal	March 24 th , 2014*
Final Plans and Specifications for Bidding	April 11 th , 2014
Project Bid Letting	April 29 th , 2014
Project Construction 100% Complete	To be finalized during design

* Dates subject to change due to unforeseen circumstances

JOLLY LANE TO RESERVOIR ROAD TRUNK SEWER PROJECT (NO. 14-2121/ CIP NO. 51005)

**EXHIBIT B
PROFESSIONAL FEES**

PROFESSIONAL	TASK TOTAL
HOURLY FEE	
TASK 1 - PRELIMINARY DESIGN SERVICES	
1.1 PROJECT KICK-OFF CONFERENCE	\$ 800.00
1.2 GATHER AND REVIEW BACKGROUND INFORMATION	\$ 2,800.00
1.3 PROJECT COORDINATION MEETINGS	\$ 2,760.00
1.4 TOPOGRAPHIC SURVEY (SUBCONSULTANT)	\$ -
1.5 GEOTECHNICAL SERVICES (SUBCONSULTANT)	\$ -
1.6 WETLAND DELINEATION (SUBCONSULTANT)	\$ -
1.6.1 PREPARE WETLAND EXHIBITS AND OBTAIN PERMIT	\$ 6,120.00
1.7 FLOODPLAIN ANALYSIS AND PERMITTING (INCLUDES EXHIBITS)	\$ 7,700.00
1.8 REVIEW/ COMMENT ON TECHNICAL MEMORANDUM #1 BY HDR, AND CREATE EXHIBITS	\$ 7,850.00
1.9 PRELIMINARY PROJECT DESIGN REPORT	\$ 14,980.00
COORDINATE WITH PROPERTY OWNERS AND CHECK ALIGNMENT (AND P&P) OF FUTURE DEVELOPMENT	
1.9.1 CONNECTION POINTS	\$ 10,360.00
1.9.2 COORDINATE WITH RVSD FOR FUTURE SANITARY SEWER CONNECTION POINTS (CHECK P&P)	\$ 5,880.00
1.9.3 STORM WATER CROSSING AND CREEK CROSSING CALCULATIONS AND ASSUMPTIONS.	\$ 6,920.00
1.10 65% DESIGN PLANS	\$ 25,040.00
1.10.1 INCORPORATE FUTURE INTERSECTING STREET AND SANITARY SEWER CONNECTION POINTS	\$ 12,620.00
1.10.2 SWPPP	\$ 5,880.00
1.10.3 PROVIDE STAKING INFORMATION	\$ 1,120.00
1.10.4 TRAFFIC CONTROL PLAN	\$ 1,800.00
1.10.5 PROJECT SEQUENCE	\$ 1,120.00
1.10.6 DETERMINE REMOVAL LIMITS	\$ 220.00
1.11 SUBMITTAL REVIEW MEETING AND MONTHLY PROGRESS MEETINGS	\$ 3,060.00
TASK 2 - FINAL DESIGN SERVICES	
2.1 FINALIZE PROJECT DESIGN REPORT/ ADDRESS 65% PLAN COMMENTS	\$ 18,100.00
2.2 SUBMIT REVISED 65% PLANS TO CORP. OF ENGINEERS	\$ 1,160.00
2.3 EASEMENT ACQUISITION	\$ 11,520.00
2.4 UTILITY COORDINATION	\$ 2,520.00
2.5 DESIGN EXCEPTIONS	\$ 1,020.00
2.6 DETAILED SPECIFICATIONS	\$ 8,220.00
2.7 PROVIDE PROJECT SPECIFIC DETAILS	\$ 7,640.00
2.8 INCORPORATE ANY COMMENTS FROM THE ARMY CORP. OF ENGINEERS/ 100% DESIGN PLANS	\$ 11,500.00
2.9 PROVIDE COPIES OF FINAL PROJECT DESIGN REPORT	\$ 280.00
2.10 PROVIDE COPIES OF 100% DESIGN PLANS	\$ 280.00
2.11 ADDRESS 100% SUBMITTAL STAFF COMMENTS	\$ 7,800.00
2.12 CERTIFICATION STATEMENT	\$ 110.00
2.13 PREPARE PERMITS WITH EXHIBITS FOR CITY	\$ 2,520.00
2.14 IDENTIFY PERMITS REQUIRED BY CONTRACTOR	\$ 1,500.00
2.15 FINAL ENGINEERS ESTIMATE	\$ 3,340.00
2.16 DELIVERABLES	\$ 1,900.00
2.17 ADDRESS DENR COMMENTS	\$ 2,080.00
TASK 3 - BIDDING SERVICES	

JOLLY LANE TO RESERVOIR ROAD TRUNK SEWER PROJECT (NO. 14-2121/ CIP NO. 51005)

**EXHIBIT B
PROFESSIONAL FEES**

PROFESSIONAL	TASK TOTAL
HOURLY FEE	
3.1 ADVERTISING AUTHORITY FORM INFORMATION	\$ 220.00
3.2 PROOF PRINT PLAN QUALITY	\$ 220.00
3.3 PRE-BID CONFERENCE	\$ 1,760.00
3.4 PREPARE ADDENDA(S)	\$ 1,690.00
3.7 BID TAB AND AWARD RECOMMENDATION	\$ 580.00
DELIVERABLES (COPYING COSTS)	
PRELIMINARY DESIGN REPORT (TASK 1)	\$ 168.75
65% PRELIMINARY PLANS, 22"x34" (TASK 1)	\$ 255.00
100% PLAN SUBMITTAL, 22"x34"	\$ 255.00
FINAL PROJECT DESIGN REPORT	\$ 168.75
FINAL PLANS (11"x17" FOR CONSTRUCTION SERVICES PERSONNEL)	\$ 290.00
BIDDING DOCUMENTS	\$ 138.00
DELIVERABLE TOTAL	\$ 1,275.50
REIMBURSABLES	
MILEAGE	\$ 175.50
TASK 1 FEE TOTAL	\$ 117,030.00
TASK 2 FEE TOTAL	\$ 81,490.00
TASK 3 FEE TOTAL	\$ 4,470.00
TASKS 1, 2 & 3 TOTAL	\$ 202,990.00
SUBCONSULTANT AGREEMENTS	
GEOTECHNICAL (TERRACON)	\$ 3,800.00
SURVEYING (ARLETH)	\$ 7,200.00
WETLAND DELINEATION (RESPEC)	\$ 9,880.00
TOTAL (TASK 1, 2, 3, DELIVERABLES, REIMBURSABLES AND SUB CONSULTANT AGREEMENTS)	\$ 225,321.00



DREAM DESIGN INTERNATIONAL, INC.

RATE SCHEDULE

<i>Principal</i>	<i>\$145.00</i>
<i>Senior Architect</i>	<i>\$135.00</i>
<i>Senior Project Manager</i>	<i>\$130.00</i>
<i>Project Manager</i>	<i>\$110.00</i>
<i>Landscape Architect</i>	<i>\$110.00</i>
<i>Project Engineer</i>	<i>\$95.00</i>
<i>Project Coordinator</i>	<i>\$95.00</i>
<i>Senior Engineering Technician</i>	<i>\$95.00</i>
<i>GIS Administrator</i>	<i>\$90.00</i>
<i>Engineering Technician II</i>	<i>\$85.00</i>
<i>Engineering Technician I</i>	<i>\$75.00</i>
<i>Administrative</i>	<i>\$70.00</i>
<i>Clerical</i>	<i>\$60.00</i>

REIMBURSABLE EXPENSES

<i>Mileage</i>	<i>\$0.585</i>
<i>Xerox Bond Copies(per square foot)</i>	<i>\$0.15</i>
<i>Copies of Plats (15 x 26)</i>	<i>\$0.65</i>
<i>Copies, Black and White (8 ½ x 11)</i>	<i>\$0.25</i>
<i>Copies, Black and White (11 x 17)</i>	<i>\$0.50</i>
<i>Copies, Color (8 ½ x 11)</i>	<i>\$1.00</i>
<i>Copies, Color (11 x 17)</i>	<i>\$3.00</i>
<i>Meals</i>	<i>Actual Costs</i>
<i>Lodging</i>	<i>Actual Costs</i>

SUBCONSULTANT FEES, NOT TO EXCEED

<i>Arleth & Associates - Survey</i>	<i>\$7200.00</i>
<i>Terracon Consultants, Inc. - Geotech</i>	<i>\$3800.00</i>
<i>RESPEC, Consulting & Services - Wetlands</i>	<i>\$9880.00</i>

528 Kansas City Street Rapid City, SD 57701

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