

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

Date:

Project Name & Number: Rapid City Utility Maintenance Facility Project # 13-2120

CIP #: 50870

Project Description: Task 1- Preliminary Design Services for new Utility Maintenance Facility on property west of current Street and Utility Maintenance Facility (former Hills Materials Redi-Mix Plant).

Consultant: Upper Deck Architects, Inc.

Original Contract Amount: \$55,066

Original Contract Date: 11-4-13

Original Completion Date:

Addendum No:

Amendment Description:


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

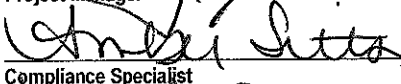
Current Completion Date: \_\_\_\_\_  
 New Completion Date: \_\_\_\_\_

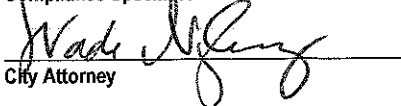
Funding Source This Request:

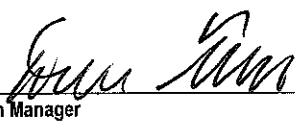
Amount	Dept.	Line Item	Fund	Comments
\$27,533.00	833	4223	604	Sewer Replacement / Improvements
\$27,533.00	933	4223	602	Water Replacement / Improvements
\$55,066.00	<b>Total</b>			

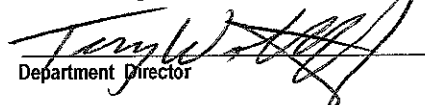
### Agreement Review & Approvals

 \_\_\_\_\_ 10-14-13  
 Project Manager Date

 \_\_\_\_\_ 10/14/13  
 Compliance Specialist Date

 \_\_\_\_\_ 10/22/13  
 City Attorney Date

 \_\_\_\_\_ 10-16-13  
 Division Manager Date

 \_\_\_\_\_  
 Department Director Date

**ROUTING INSTRUCTIONS**

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

**FINANCE OFFICE USE ONLY**

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

	Date	Initials	Approved		
Appropriation	10/21/13	JD	<input checked="" type="checkbox"/>	Y	N
Cash Flow			<input type="checkbox"/>	Y	N

**Agreement Between City of Rapid City and Upper Deck Architects for  
Professional Services for Utility Maintenance Facility,  
Project No. 13-2120 / CIP No. 50870**

AGREEMENT made \_\_\_\_\_, 20\_\_\_\_, between the City of Rapid City, SD (City) and Upper Deck Architects, (Engineer), located at 50 Minnesota St. Ste. 1, Rapid City, SD 57701. City intends to obtain services for the Utility Maintenance Facility, Project No. 13-2120 / CIP No. 50870. The scope of services is as described within this document and as further described in Exhibits A and B (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 as further defined in Exhibits A and B (attached), 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.
- 1.1.4 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 B.

### **5.2 Fee**

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$55,066.00 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 1, 2013 based on an award date of November 4, 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

  
\_\_\_\_\_  
UPPER DECK ARCHITECTS

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

DATE: 10/16/2013

ATTEST:

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

**Reviewed By:**

\_\_\_\_\_  
ROD JOHNSON, PROJECT MANAGER

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

CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE

NAME Rod Johnson  
PHONE 605-394-4154  
EMAIL rod.johnson@rcgov.org

NAME Timothy Cheever  
PHONE 605-721-0240  
EMAIL timc@upperdeckarchitects.com





50 MINNESOTA ST. - SUITE 1  
RAPID CITY, SD 57701  
PH: 605 721-0237  
FAX: 605 721-0240

October 9, 2013

Mr. Rod Johnson  
City of Rapid City Public Works  
300 6<sup>th</sup> St.  
Rapid City, SD 57701

Re: Rapid City Utility Maintenance Facility  
Task 1 – Preliminary Design Services  
Rapid City, South Dakota

Dear Rod:

Please accept this letter as the proposal for Upper Deck Architects, Inc. to provide Task 1 – Preliminary Design Services for the new Rapid City Utility Maintenance Facility. Further tasks will be negotiated at a later date. This proposal is based upon the Request for Proposal, dated 8/6/2013, and our understanding of the project.

**Scope of the Project:**

The City of Rapid City has acquired the existing batch plant site for Hills Material on East Main Street, adjacent to the City Street Department property. This will be the new location for the Public Works Utility Maintenance Facility. It is anticipated that the improvements will include the following:

1. Inside heated equipment storage for three dump trucks, three jet trucks and two backhoes.
2. Hoist, wash bay, crane for tapping machine.
3. Inside heated equipment storage, approximately 40' x 60'.
4. Five office rooms, reception area, conference room, break room, locator and document areas.
5. Office and shop restrooms and locker rooms.
6. Work area, approximately 40' x 70'.
7. Miscellaneous storage, approximately 40' x 60'.
8. Parking for 25 City and employee vehicles.
9. Outside equipment storage.
10. Access, circulation and egress considerations.
11. Proper lighting, signage and landscaping.

For the Drainage Utility Maintenance department, the following areas will be included:

1. Inside heated equipment storage for one dump truck, one vac truck and one backhoe.
2. Inside unheated equipment storage, approximately 20' x 40' (excavator, skid steer, mower, misc.).
3. One additional office room.
4. Restroom, locker and parking area for five additional employees.

The areas listed above have been identified by the City at this time. The programming process will identify all requirements for the building and their sizes.

### **Scope of Services:**

Upper Deck Architects will provide Task 1 – Preliminary Design Services for the project identified above. 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. Kick-off Conference: Meet with City staff to detail project concept and scope.
2. Review background information listed in the RFP and any other resources as necessary.
3. Programming: Meet with City staff to determine all requirements of the new facility, areas, square footage requirements, equipment requirements, finishes, adjacencies, uses, technology, etc. The program will identify the size and composition of the new facility.
4. Complete a site topographic survey that is tied to the City of Rapid City Monument Control system monuments utilizing State Plane coordinates.
5. Complete a geotechnical investigation of the site.
6. Prepare a preliminary Opinion of Probable Construction Costs for the project.
7. Prepare a Project Design Report. This report shall establish and indicate project specific design criteria and standards, including ADA requirements. The geotechnical report shall be included in this Project Design Report. Also included in this report will be the topographic survey, the program requirements, schematic site plan, schematic floor plan, and schematic exterior elevations.
8. Attend submittal review meetings with the City staff, as requested.
9. Attend Public Works and City Council meetings as necessary.

### **Proposed Fees:**

Upper Deck Architects will complete the Scope of Services identified above for an hourly not-to-exceed fee of **Fifty-Five Thousand, Sixty-Six Dollars (\$55,066.00)**.

Included in the fee listed above is the geotechnical report from FMG, which is a lump sum of \$5,043.00, and anticipated reimbursable expenses of \$283.00.

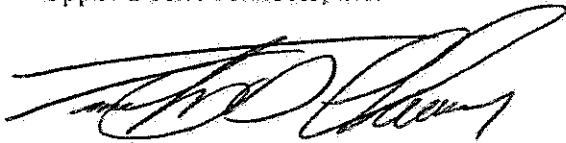
The hourly not-to-exceed amounts for each discipline for the Task 1 services are as follows:

Architecture & Project Management (Upper Deck Architects):	\$ 26,935.00
Structural Engineering (Albertson Engineering):	\$ 2,315.00
Mechanical & Electrical Engineering (Skyline):	\$ 7,970.00
Civil Engineering (FMG):	\$ 5,570.00
<u>Surveying (FMG):</u>	<u>\$ 6,950.00</u>
Total Hourly Not-to-Exceed:	\$ 49,740.00
Lump Sum Fee for Geotechnical Report (FMG):	\$ 5,043.00
<u>Anticipated Reimbursable Expenses:</u>	<u>\$ 283.00</u>

**TOTAL ANTICIPATED FEE: \$ 55,066.00**

I hope that this proposal meets with your anticipated needs. Please feel free to call me with questions.

Upper Deck Architects, Inc.



Timothy D. Cheever  
Principal / Architect

Upper Deck Architects, Inc.  
 Project Fee Estimate - Hourly  
 Project: Rapid City Utility Maintenance Facility  
 Project # 13373

<b>Hourly Rates</b>	
Principal	\$ 135.00
Project Manager	\$ 100.00
Architect	\$ 95.00
CAD Technician	\$ 70.00
Admin	\$ 55.00

<b>Hourly Breakdown</b>		<u>Admin</u>	<u>CAD</u>	<u>Architect</u>	<u>Project Manager</u>	<u>Principal</u>
<u>Preliminary Design Services</u>		<b>TASK 1</b>				
1.1	Kick-off Conference	2	0	0	3	3
1.2	Review Background Information	0	0	0	6	2
1.2.1	Programming	8	0	0	16	12
1.3	Preliminary Design Report	12	84	0	60	48
1.4	Survey	0	0	0	0	0
1.5	Preliminary Opinion of Costs	0	0	0	6	2
1.6	Geotechnical Report	0	0	0	0	0
1.7	Submittal Review Meeting	1	0	0	3	3
1.8	Public Works & Council Meetings	0	0	0	4	4
	<b>Subtotal:</b>	<b>23</b>	<b>84</b>	<b>0</b>	<b>98</b>	<b>74</b>
<u>Design Development:</u>						
	Admin	0	0	0	0	0
	Design / Documentation	0	0	0	0	0
	Specifications	0	0	0	0	0
	Estimate	0	0	0	0	0
	Meetings	0	0	0	0	0
	Misc	0	0	0	0	0
	<b>Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<u>Construction Documents:</u>						
	Admin	0	0	0	0	0
	Design / Documentation	0	0	0	0	0
	Specifications	0	0	0	0	0
	Estimate	0	0	0	0	0
	Meetings	0	0	0	0	0
	Misc	0	0	0	0	0
	<b>Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<u>Bidding:</u>						
	Bidding:	0	0	0	0	0
	Bid Opening	0	0	0	0	0
	Pre-Bid Meeting	0	0	0	0	0
	Misc	0	0	0	0	0
	<b>Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<u>Construction Administration:</u>						
	Shop Drawing Review	0	0	0	0	0
	Field Observation (____ Trips)	0	0	0	0	0
	Travel (____ Miles)	0	0	0	0	0
	Project Coordination Meetings	0	0	0	0	0
	Misc	0	0	0	0	0
	<b>Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Grand Total</b>	<b>23</b>	<b>84</b>	<b>0</b>	<b>98</b>	<b>74</b>

<b>Hourly Fee Breakdown Summary</b>		<u>Admin</u>	<u>CAD</u>	<u>Architect</u>	<u>Project Manager</u>	<u>Principal</u>
TASK 1 - Preliminary Design Services	\$	1,265.00	\$ 5,880.00	\$ -	\$ 9,800.00	\$ 9,990.00
Design Development:	\$	-	\$ -	\$ -	\$ -	\$ -
Construction Documents:	\$	-	\$ -	\$ -	\$ -	\$ -
Bidding:	\$	-	\$ -	\$ -	\$ -	\$ -
Construction Administration:	\$	-	\$ -	\$ -	\$ -	\$ -
<b>Hourly Fee Subtotal:</b>	\$	<b>1,265.00</b>	<b>\$ 5,880.00</b>	<b>\$ -</b>	<b>\$ 9,800.00</b>	<b>\$ 9,990.00</b>
<b>Hourly Total:</b>					<b>\$ 26,935.00</b>	
Civil (LS)	(See attached consultant documentation)				\$ -	
Structural (LS)	(See attached consultant documentation)				\$ -	
Mechanical (LS)	(See attached consultant documentation)				\$ -	
Electrical (LS)	(See attached consultant documentation)				\$ -	
<b>Total Fee:</b>					<b>\$ 27,217.67</b>	

Upper Deck Architects, Inc.  
 Project Fee Estimate - Hourly  
 Project: Rapid City Utility Maintenance Facility  
 Project # 13373

<u>Reimbursable Expenses:</u>	<u>Unit</u>	<u>Quantity</u>		
Copies				
8 1/2" x 11" (black & white)	0.11	400	\$	44.00
11" x 17" (black & white)	0.28	60	\$	16.80
8 1/2" x 11" (color)	0.85	0	\$	-
11" x 17" (color)	1.65	0	\$	-
Plots / Blueprints				
24 x 36 (\$3.00)	3.3	30	\$	99.00
30 x 42 (\$5.00)	5.5	0	\$	-
Bid Documents	BY OWNER	0	\$	-
Postage	20	1	\$	20.00
Mileage	0.55	120	\$	66.00
Hotel	1.1	0	\$	-
Meals	1.1	0	\$	-
			\$	<u>245.80</u>
	15% O&P		\$	36.87
	Reimbursable Subtotal:		\$	282.67



**Albertson Engineering Inc.**

October 8, 2013

Tim Cheever  
Upper Deck Architects  
50 Minnesota St. Suite 1  
Rapid City, SD 57701

RE: Proposal for Structural Engineering Services  
Rapid City Utility Maintenance Facility  
Albertson Engineering Project #2013-221

Tim,

As requested, we have prepared a proposal for structural engineering services related to the new maintenance facility for the City of Rapid City. The facility is to be located at current site of Hills Materials batch plant near SDSM&T. Facility size, complexity, design requirements are not well defined at this point, therefore the fee proposal is limited to only the preliminary portions.

**SCOPE OF SERVICES**

Preliminary structural design services. Complete structural engineering design and construction period services for overall project to be provided by Albertson Engineering, Inc. Due to current ambiguity in project, fees for only the preliminary structural design services are proposed with fees for remaining portions to be negotiated at a later date. For the preliminary structural design, the scope of services proposed includes:

1. Participate in initial planning meeting.
2. Preparation of preliminary report describes pros and cons of up to 3 unique structural systems for facility including rough costs associated with alternatives.
3. Participation in meeting with design team and meetings discussing preliminary design recommendations.

We are proposing to provide the services previously for a fee based upon our standard hourly billing rates given below with a cap set at \$2,315 plus applicable taxes. We do not anticipate any reimbursable expenses during preliminary design.

Our standard billing rates are as follows:

Principal Engineer: \$145/hour  
Project Engineer II: \$120/hour

*Albertson Engineering Inc.*  
3202 West Main, Suite C  
Rapid City, SD 57702  
605-343-9606  
605-341-7395 fax  
admin@albertsonengineering.com



EIT:	\$90/hour
Drafting	\$65/hour
Clerical:	\$50/hour

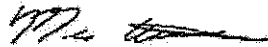
We have based our fee upon the following anticipated hours by category:

Principal – 5 hours x \$145	\$ 725
EIT – 16 hours x \$90	\$1,440
Clerical – 3 hours x \$50	\$ 150
<u>ESTIMATED TOTAL</u>	<u>\$2,315</u>

We appreciate the opportunity to be part of your team for the proposal of structural engineering services for the Rapid City Utility Maintenance Facility in Rapid City, South Dakota.

Sincerely,

**Albertson Engineering Inc.**



Michael D. Albertson, P.E., LEED AP BD+C  
President



**Albertson Engineering Inc.**

3202 W Main, Suite C, Rapid City, SD 57702



Skyline Engineering, LLC ENGINEERS M-E-P		BY James Stampe	DATE 10/22/13	SHT / OF 1 of 1
FEE		CHKD BY	DATE	
ESTIMATE				
PROJECT RC Utility Maintenance Facility		COMM # 13006		

RATES	Principals	PM's	Engr II	Engr I	Engr	Dsgnr II	Dsgnr I	Dsgnr	Tech II	Tech I	Intern	Support
	\$130	\$110	\$105	\$95	\$85	\$95	\$85	\$75	\$65	\$55	\$45	\$55

BY TASK

TASK	Principals	PM's	Engr II	Engr I	Engr	Dsgnr II	Dsgnr I	Dsgnr	Tech II	Tech I	Intern	Support	
<b>Project Management</b>													
Prelim - Coordination, PM, Misc	3											3	
<b>Task 1 - Preliminary Design Service</b>													
1.1 Kickoff Conference		2	2			2						1	
1.2 Review Background Info/RFP		2	0.5			0.5							
1.3 Project Prelim Design/Report Includes MEP Schematic Narrative ONLY	2	4	18			12			16			5	
1.4 Survey	NONE												
1.5 Prelim Opinion of Costs	1	1	2			2							
1.6 Geo	NONE												
1.7 Submittal Rev Mtg	2	2											
1.8 PW and Council Mtgs	NONE												
<b>Task 2 - Final Design Service</b>													
FUTURE													
<b>TOTALS</b>	<b>8</b>	<b>11</b>	<b>22.5</b>	<b>0</b>	<b>0</b>	<b>16.5</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>84</b>

Reimbursable Expense												
Prelim Hardcopies/Lump Sum	\$200											
<b>TOTALS</b>	<b>200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 200.00</b>

FEE	HOURS		RATE	AMT
Principals	8	X	\$130	\$1,040
PM's	11	X	\$110	\$1,210
Engr II	22.5	X	\$105	\$2,363
Engr I	0	X	\$95	\$0
Engr	0	X	\$85	\$0
Dsgnr II	16.5	X	\$95	\$1,568
Dsgnr I	0	X	\$85	\$0
Dsgnr	0	X	\$75	\$0
Tech II	16	X	\$65	\$1,040
Tech I	0	X	\$55	\$0
Intern	0	X	\$45	\$0
Support	10	X	\$55	\$550
Reimbursable Expenses				\$200
<b>Total</b>	<b>84</b>		<b>TOTAL</b>	<b>\$7,870</b>

DRAFT													
FMG INC. CIVIL ENGINEERING COST ESTIMATE FOR UTILITY MAINTENANCE FACILITY													
FOR CITY PROJECT MANAGER FILE ONLY													
October 2, 2013													
TASK #	TASK	Princ. PE	Senior Design PE	Engineering Technician	Registered Surveyor	Survey Crew	Clerical	Subtotal					Cost
	Hourly Rate	\$	\$	\$	\$	\$	\$	\$					
<b>1</b>	<b>SITE SURVEY</b>												
1.1	Establish Control and Perform Boundary Survey					16							
1.2	One Call Utility Notification and Obtain City Utility Cards			2									
1.3	Topographic Survey					20							
1.4	Research for As Builts and Historic Drawings, Courthouse Research			16	4								
1.5	Property Calculations and Drafting of Site Survey			8	8								
1.6	Field Check		2										
	<b>TOTAL HOURS</b>	0	2	18	12	36	0						
	<b>SUBTOTAL COSTS</b>	\$ -	\$ 220.00	\$ 1,170.00	\$ 960.00	\$ 4,500.00	\$ -						\$ 6,850.00
	<b>EXPENDABLES/MILEAGE/ETC</b>												\$ 100.00
	<b>TOTAL FOR SITE SURVEY</b>												\$ 6,950.00
<b>2</b>	<b>PROGRAMMING/SCHEMATIC DESIGN CIVIL ENGINEERING SERVICES</b>												
2.1	Attend Kick Off Conference	2											
2.2	Obtain and Review Background Information	2											
2.3	Programming/Schematic Site Design	16	8	20									
2.4	Administration/Coordination/Meetings/Misc	4					1						
	<b>TOTAL HOURS</b>	24	8	20	0	0	1						
	<b>SUBTOTAL COSTS</b>	\$ 3,240.00	\$ 880.00	\$ 1,300.00	\$ -	\$ -	\$ 50.00						\$ 5,470.00
	<b>EXPENDABLES/MILEAGE/ETC</b>												\$ 100.00
	<b>TOTAL FOR PRELIMINARY SUBDIVISION SITE PLAN</b>												\$ 5,570.00
	<b>TOTAL COST OF ALL SERVICES (does not include taxes)</b>												\$ 12,520.00
	FOR CITY PROJECT MANAGER FILE ONLY												
	NOTE: CONSTRUCTION COST ESTIMATING IS EXCLUDED												



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

October 2, 2013

Upper Deck Architects, Inc.  
Mr. Tim Cheever  
50 Minnesota Street, Suite 1  
Rapid City, South Dakota 57701

**Re: Proposal for Geotechnical Services  
Proposed City Utility Maintenance Facility  
Rapid City, South Dakota**

Dear Mr. Cheever:

FMG is pleased to present the following work scope and cost estimate for geotechnical services in support of the City of Rapid City Maintenance Building project.

#### **General Background**

We understand the City of Rapid City plans to construct a new maintenance building and facility at 225 East Main Street, the former site of a Hills Materials Company concrete batch plant. Upper Deck Architects, Inc. was selected by the City of Rapid City to provide the design services for the new facility. We understand the project is still in the design development phase, and as such, many design details have not been determined. However, for the purposes of our geotechnical services proposal, we understand the structure will likely be a tall, single-story slab-on-grade structure without a below grade level. Paved driveways and parking areas will be constructed. Past industrial use of the sites such as abandoned foundations, concrete wash-out pits, etc., may impact the project site layout to some degree.

We understand a geotechnical evaluation is required to aid in general site layout and develop foundation and floor slab recommendations and design parameters. This proposal outlines our project approach and costs to provide these services.

#### **Project Management and Coordination**

FMG will assign a Project Manager who will act as the primary client contact, coordinate and direct the primary project tasks, interface with the internal project engineers and geologists, attend meetings and interface with other primary project consultants, maintain the project information, and oversee the project schedule and budget.

The Project Engineers and Geologists will be responsible for the primary field and laboratory work execution, analysis and coordination, and final report production.

#### **Geotechnical Exploration**

Since site layout may be dictated to a degree by existing site subsurface features such as abandoned foundations, concrete wash-out pits and other remnants of past site use, we proposed to initially drill 6 boreholes across the project site to help delineate any exiting site features and aid in structure siting. FMG will conduct a cursory review of available information pertaining to past site use, and locate the initial boreholes within areas most likely to have existing subsurface features. Once the proposed structure is sited, supplementary boreholes will be drilled within any areas of the footprint not sufficiently explored by the initial boreholes. Initial boreholes which do not fall within the ultimate structure location will support

Civil Engineering  
Geotechnical Engineering  
Materials Testing Laboratory  
Land Surveying  
Environmental Services  
Water Resources

pavement section thickness design and stormwater quality feature design. In each of the boreholes drilled at the site, field testing will be performed, and samples will be extracted for further laboratory analysis.

**Assumptions:**

- Six initial boreholes.
- Three supplementary boreholes are anticipated, two within the building footprint and one within the stormwater quality pond.
- Auger drilling methods will be utilized.
- Sampling will consist of SPT, Shelby Tube (thin wall tube) and Bulk Samples.
- Utility locates to be performed by FMG, Inc.
- Boreholes will be drilled a minimum depths of 20 feet.
- Existing fill materials, soft or otherwise unsuitable bearing soils at depth may require additional borehole depth.
- Depending on groundwater conditions, a piezometer may be installed at the stormwater quality pond area.
- Right of entry and site access is provided for conventional two-wheeled drive vehicles.

**Laboratory Testing**

Select soil samples will be tested in our laboratory to determine their general classification, physical properties, and engineering characteristics. The testing will be completed in accordance with applicable ASTM testing procedures.

**The following testing will be performed:**

- Natural Moisture Content and Density,
- Standard Sieve Analysis,
- Atterberg Limits,
- Unconfined Compressive Strength Testing,
- One-Dimensional Consolidation/Swell Testing,
- Laboratory test reports and results will be published with report,
- Other specific laboratory tests may be performed as necessary for the soil types encountered.

**Report Preparation**

Upon completion of the field and laboratory testing and our analysis, a report will be prepared that transmits the boring logs, field data, and laboratory results, provides a limited geologic analysis of the area, and provides our recommendations for foundation design and construction and pavement section thickness design. In general our recommendations will include the recommended foundation type, placement and foundation design parameters, floor slab subgrade recommendations and fill placement recommendations. The report will also include general construction recommendations that we consider applicable such as excavation considerations, groundwater conditions and compaction recommendations.

**Assumptions:**

- Single-story construction,
- No below grade level.

**Fees**

We propose to complete the scope of work described herein for a lump sum fee of **\$5,043.00**. We will not exceed the cost estimate without justification, and prior approval.

If you have any questions, or desire any additional information, please call us at your earliest convenience.  
*Thank you for the opportunity to be of continued service.*

Sincerely,

**FMG Inc.,**



Alex Fisher, P.E.  
Enclosure

C: J:\Marketing\Proposals\Geotech