

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

Project Name & Number: W. Omaha Street Utilities – Sheffer Street to 12th Street, Project # 16-2099 **CIP #:** 50904

Project Description: Design and Bidding Services for City utilities within the W. Omaha corridor, as well as water, wastewater, stormwater and roadway work between 11th Street and Sheffer Street, but outside of the DOT corridor. The project will include up to three separately bid "breakout projects" in addition to the combined DOT bid project.

Consultant: Ferber Engineering Company, Inc.

Original Contract Amount: \$407,605.00 **Original Contract Date:** 3-4-14 **Original Completion Date:** 12-31-16

Addendum No:


Amendment Description:


Current Contract Amount: _____ **Current Completion Date:** _____
Change Requested: _____
New Contract Amount: _____ \$0.00 **New Completion Date:** _____


Funding Source This Request:

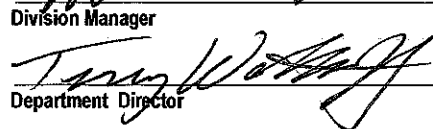
Amount	Fund Dept.	Line Item	Dept. Fund	Comments
\$158,300.00	505	4223	8911	Drainage
\$112,880.00	602	4223	933	Water Replacement / Improvement
\$90,000.00	604	4223	833	Wastewater Replacement/Improvement
\$16,425.00	604	4223	834	Wastewater Expansion
\$30,000.00	505	4223	8910	Streets
\$407,605.00	Total			

Agreement Review & Approvals

 _____ 2/19/14
Project Manager **Date**

 _____ 2/19/14
Compliance Specialist **Date**

 _____ 2-19-14
Division Manager **Date**

 _____ 2-19-14
Department Director **Date**

City Attorney **Date**

ROUTING INSTRUCTIONS

Route **two** originals of the Agreement for review and signatures.
 Finance Office - Retain one original
 Project Manager - Retain second original for delivery to Consultant
 cc: 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 2/20/14 **Initials** JW **Approved**
 Appropriation Y N
 Cash Flow Y N

Agreement Between City of Rapid City and Ferber Engineering Company, Inc. for Design and Bidding Professional Services for W. Omaha Street Utilities – Sheffer Street to 12th Street, Project No. 16-2099

AGREEMENT made March 4, 2014, between the City of Rapid City, SD (City) and Ferber Engineering Company, Inc., (Engineer), located at 729 E. Watertown Street, Rapid City, South Dakota, 57701. City intends to obtain services for design and bidding for W. Omaha Street Utilities – Sheffer Street to 12th Street, Project No. 16-2099 CIP No. 50904. 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 as further defined in Exhibits A, B and C (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.



- 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.



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.



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.



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, PROJECT MANAGER

DATE: 2/18/14

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



**W. OMAHA STREET UTILITIES – SHEFFER STREET TO 12TH STREET
PROJECT NO. 16-2099 / CIP 50904**

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 West Omaha Street Utilities – Sheffer Street to 12th Street project. The overall project includes professional services for development of utility and drainage facilities to be constructed as a City project in conjunction with the South Dakota Department of Transportation's (SDDOT) reconstruction of West Chicago Street and Omaha Street from Sheffer Street to 12th Street under SDDOT Project Numbers P 0044(167)44 PCN 027K and P 0231(13)79 PCN 03CP. In addition to the combination SDDOT and City project, several City Breakout utility and drainage projects will be developed and constructed under this contract.

Data gathering, preliminary design and final design, including plan and specification development for the entirety of the project will be completed under 16-2099 CIP 50904. A list of identified organizational projects is provided below. Anticipated deliverables within each project is provided within each discussion. All design development information will be provided under one (1) Project Design Report entitled West Omaha Street Utilities Reconstruction – Sheffer Street to 12th Street. An exhibit has been attached to Exhibit A showing the general project areas.

1. **Project 1: W. Omaha Street Utilities – Sheffer Street to 12th Street** – Project 1 is the reconstruction/abandonment of existing water and sanitary sewer mains and the construction of regional drainage and stormwater quality facilities outlined in the Jackson Boulevard Drainage Basin Design Plan and the West Boulevard Sewer Reconstruction Volume 2 – Drainage Evaluation. Project 1 includes the evaluation of water mains for fire protection for the Founder's Park Subdivision. Project 1 also 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 Standard Construction Specifications. The SDDOT sidewalk design and handicap accessibility will be reviewed for conformance to the Americans with Disabilities Act (ADA). Project 1 includes the evaluation of street lighting levels and possible design of median landscaping between 12th Street and Mt. View Road. Construction of the facilities within the SDDOT reconstruction footprint will be completed in a combination project with SDDOT; construction of the adjacent facilities is anticipated to be completed under one City Breakout project. Project 1 construction will be completed under CIP 50904 and CIP 50962; one (1) project will be constructed in conjunction with SDDOT projects P 0044(167)44 PCN 027K and P 0231(13)79 PCN 03CP and one (1) will be constructed as a City breakout project.
2. **Project 2: Oshkosh Street, W. Rapid Street and Canal Street Utilities** – Project 2 includes the evaluation, design and construction of water, sanitary sewer and street improvements for Cross Street, Oshkosh Street, W. Rapid Street and Canal Street. These improvements will be made to increase fire flows, resolve nonconforming and noncompliant water and sewer services and abandon water and sewer facilities that are either aged or are no longer necessary in their current location. Project 2 will be constructed as one (1) City Breakout project and will require a City Project Number and more specific CIP number.
3. **Project 3: 11th and 12th Street Outfalls** – Project 3 includes the preliminary design of the extent of the drainage outfall facilities and stormwater quality facilities from Rapid Creek to Quincy Street, as outlined in the West Boulevard Sewer Reconstruction

**W. OMAHA STREET UTILITIES – SHEFFER STREET TO 12TH STREET
PROJECT NO. 16-2099 / CIP 50904**

- Chicago Street. The survey will generally extend from the Canada Pacific Railroad to Rapid Creek from 12th Street to Deadwood Avenue.
- 1.4.2 Detailed topographic and boundary survey information will be collected within and adjacent to Cross Street, W. Rapid Street, Oshkosh Street, Canal Street, 12th Street, 11th Street, Kno Place and Sum Place as needed.
 - 1.4.3 Limited spot topographic data (sewer cleanouts, curb stops, etc.) will be collected for Project 3 in West Main Street and St. Joseph Street. Data will be sufficient to complete preliminary design with sufficient adequacy to limit unforeseen items 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 twelve (12) locations to a depth of 15 feet throughout the Project 1, two of which will be SDDOT confirmation borings.
 - 1.5.2 Soil borings at eight (8) locations to a depth of 15 feet throughout Project 3.
 - 1.5.3 Laboratory testing will be completed for natural moisture content, dry density, proctors and remolded California Bear Ratios.
 - 1.5.4 Complete two (2) electrical resistivity tests within Project 1 and three (3) tests within Project 3.
 - 1.5.5 Prepare a report(s) summarizing lab testing and provide recommendations.
 - 1.6 Engineer will provide the following electrical design services through Subconsultant contract with West Plains Engineering, Inc.
 - 1.6.1 Final lighting design review of the SDDOT W. Omaha Street lighting design in Project 1. The review will include verification of lighting levels and uniformity. It will also include compliance review of layout of lighting, signal and associated wiring.
 - 1.6.2 Review of bike path/trail improvement lighting review will occur only at the crossing points of the trail system and West Omaha Street. It is not anticipated that lighting of the Leonard Swanson Bikepath is included with this project.
 - 1.6.3 Prepare redline comments and written report regarding review of the SDDOT lighting, signal and conduit plans.
 - 1.6.4 A separate Notice-To-Proceed will be issued for electrical engineering services required for Omaha Street median irrigation if the City determines to move forward with median landscaping.
 - 1.6.4.1 Prepare construction drawings and specifications for providing conduit and electrical service to the median between Mt. View Road and 12th Street for irrigation purposes.
 - 1.7 Engineer will provide the following landscape design services through Subconsultant contract with Designworks, Inc.
 - 1.7.1 A separate Notice-To-Proceed will be issued for landscape architecture and irrigation system design for SDDOT Project 1 median enhancements if the City determines to move forward with median landscaping.
 - 1.7.1.1 Provide concepts for median landscaping within Project 1.
 - 1.7.1.2 Prepare preliminary design for irrigation system and control(s) with Project 1.
 - 1.7.2 Coordinate landscape improvements with SDDOT and the Rapid City Parks Department for Projects 1 and 3.

**W. OMAHA STREET UTILITIES – SHEFFER STREET TO 12TH STREET
PROJECT NO. 16-2099 / CIP 50904**

- 1.8.3.1.1 Engineer will complete appropriate hydrologic calculations where the SDDOT analysis does not conform to the RCIDCM.
- 1.8.3.1.2 Engineer will make recommendations to the City for additional storm inlets and/or larger diameter storm sewer within the SDDOT project limits.
- 1.8.3.2 Engineer will provide preliminary horizontal and vertical layout of storm sewer facilities and regional drainage conveyance facilities for the following areas outside of the SDDOT project footprint:
 - Element 306 from Rapid Creek to railroad
 - 11th Street Outfall
 - 12th Street Outfall – including St. Joseph Street to Quincy Street
 - St. Joseph Street storm sewer system
- 1.8.3.3 Engineer will make recommendations to the City regarding stormwater quality treatment required per the *Rapid City Stormwater Quality Manual (RCSQM)*.
 - 1.8.3.3.1 Preliminary and final design of Stormwater Quality facilities generally located in or near the following areas:
 - United Blood Services (Omaha Street storm sewer outfall(s))
 - Omaha Street Disc Golf (regional facility)
 - Omaha Street Plaza (Omaha Street storm sewer outfall)
 - 12th Street Outfall (regional facility)
 - 11th Street Outfall (regional facility).
- 1.8.3.4 Engineer will evaluate components of the SDDOT stormwater quality facilities that may be part of the regional drainage system. The proposed SDDOT facilities will be evaluated per the Jackson Boulevard Drainage Basin Design Plan and the West Boulevard Sewer Reconstruction Volume 2 – Drainage Evaluation.
- 1.8.3.5 Engineer will coordinate with the South Dakota Game, Fish and Parks regarding the requirements of the Land and Water Conservation Act and impacts associated with stormwater quality facilities within City parklands.
 - 1.8.3.5.1 Mitigation of impacts, if required, will be included in an amendment to this contract.
- 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.
 - 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.
 - 1.8.4.4 Engineer will provide preliminary design of City street reconstruction necessary within Projects 1, 2, 3 and 4.

**W. OMAHA STREET UTILITIES – SHEFFER STREET TO 12TH STREET
PROJECT NO. 16-2099 / CIP 50904**

TASK 2 - FINAL DESIGN SERVICES:

- 2.1 Address City comments from the Task 1 City review(s), finalize Project Design Report. Provide three (3) copies and a pdf file of each of the reports. Address SDDOT comments regarding Phase 1 SDDOT project.
- 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. To be completed for Projects 1, 2 and 3. Owners comments and concerns for Project 4 will be provided in the final Project Design Report.
- 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. To be completed for Projects 2 and 3.
- 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. 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 the Project 1 SDDOT project component.
- 2.6 Provide complete plans and specifications for unit price construction contracts. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
 - 2.6.1 Anticipated Final Plans include:
 - Project 1 - SDDOT Non-Participating Utilities Project
 - Project 1 - Omaha Street Utility Reconstruction and Drainage Breakout Project
 - Project 2 – Cross, Oshkosh, Canal and West Rapid Street Utility Breakout Project
 - Project 3 – 11th and 12th Street Drainage Outfalls and Utility Reconstruction
 - 2.6.2 Plans and specifications shall adhere to current City of Rapid City guidelines.
 - 2.6.3 Staking information shall include the following as necessary:
 - 2.6.3.1 Station offsets or coordinates for all items of work requiring field staking
 - 2.6.3.2 Coordinates and description of inter-visible control points with benchmark information.
 - 2.6.4 Provide project layout to include lot lines (front and side) and addresses of all properties adjacent to construction.
- 2.7 Prepare Project Sequencing, which shall include such items as traffic control, erosion and sediment control, utility installations, paving, restoration and construction milestones.
 - 2.7.1 Provide detailed traffic control plans showing all devices required for an MUTCD compliant plan. Show all streets and alleys that may be impacted by these Projects. Show existing signage, pavement markings, etc. Work zones, road closures, lane closures and pavement marking removals shall be indicated on the plans. Detailed layouts will be included for each phase of

**W. OMAHA STREET UTILITIES – SHEFFER STREET TO 12TH STREET
PROJECT NO. 16-2099 / CIP 50904**

- Provide Engineer's Opinions of Probable Construction Costs as a component of the submittals for Projects 1, 2 and 3.
 - Print and distribute five (5) copies of 11"x17" plans to the City of Rapid City for use by construction services personnel for Projects 1, 2 and 3 plans as provided in Section 2.6.1 of this document.
 - Provide electronic copies of all documents to SDDOT and two (2) copies of bid documents including complete plans and specifications to the SDDOT's project manager for the Project 1 SDDOT project.
 - Provide City front end documents to SDDOT that incorporate the City construction contract for Project 1 SDDOT project.
 - Provide City front end documents to SDDOT regarding special bidding/construction issues for Project 1 SDDOT project.
 - Provide City front end documents to SDDOT regarding detailed specifications for Project 1 SDDOT project.
- 2.18 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.
- 2.19 Prior to the advertisement for bids, arrange and conduct public open houses with affected residents. The open houses will be held sufficiently ahead of the project advertisement for bids such that public comments and concerns may still be addressed within the final project documents. Notice of the open houses will be mailed to all property owners adjacent to the proposed work areas as well as those in the immediate area who may be directly impacted by the construction. The Engineer will tabulate the public comments and concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests. One (1) open house will be conducted for each City construction project described in this document. A total of three (3) open houses will be conducted within the scope of this project.
- 2.20 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval for each of the plan sets listed above. The Engineer will address any comments or corrections required for each of Projects 1, 2 and 3.

TASK 3 – BIDDING SERVICES:

- 3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority forms for Projects 1, 2 and 3.
- 3.2 Conduct Pre-bid Conferences for Projects 1, 2 and 3. Record attendance and minutes. Distribute copies to all attendees.
- 3.3 Issue addenda to the bid documents as required for Projects 1, 2 and 3.

**W. OMAHA STREET UTILITIES – SHEFFER STREET TO 12TH STREET
PROJECT NO. 16-2099 / CIP 50904**

Engineer will make the following submittals:

- Kick-off meeting, Task 1 meeting minutes
- Project Design Report and 35% Review Submittal for each of Projects 1, 2, 3, 4 and 5, Task 1 including meeting minutes
- Final Project Design Report, Task 2 including meeting minutes
- 95% complete plans, specifications, contract documents and opinion of probable construction cost for each of Projects 1, 2 and 3.
- Public meeting minutes for Project 1
- Property owners meeting minutes for Projects 1, 2 and 3.
- Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost for each of Projects 1, 2 and 3, Task 2
- Pre-bid conference meeting minutes for each of Projects 1, 2 and 3, Task 3

The Engineer will allow 15 working days for City review of the Project Design Report and 35% Plans review submittal for Projects 1, 2, 3 and 4 and the 95% complete plans, specifications, contract documents and opinions of probable construction cost Contract Documents submittals for each of Projects 1, 2 and 3.

**WEST OMAHA STREET UTILITIES - SHEFFER STREET TO 12TH STREET
PROJECT NO. 16-2099 / CIP 50904**

EXHIBIT B

Subtask #	Description	Subtask Total
1.1	Kickoff Conference and Project Startup	\$800.00
1.2	Gather/Review Background Information	\$6,530.00
1.3	Property Owner Questionnaire	\$2,440.00
1.4	Topographic and Legal Survey	\$17,060.00
1.5	Geotechnical Investigation	\$16,585.00
1.6	Electrical Design and Evaluation of Omaha Street Lighting Plans	\$5,180.00
1.7	Landscape and Irrigation Design of Omaha Street median and SWQs	\$35,440.00
1.8	Preliminary Design Investigation for Project 1 through 4	\$48,880.00
1.9	Project Design Report for Overall Project	\$11,950.00
1.10	Preliminary Plan and Profiles for Projects 1 through 4	\$39,610.00
1.11	Sum Place/Kno Place report prep (included in other subtasks)	\$0.00
1.12	Preliminary Opinions of Probable Construction Costs	\$3,380.00
1.13	Review existing and recommended CIP budgets	\$3,060.00
1.14	Preliminary identification of probable temp and permanent easements	\$1,740.00
1.15	Attend interim project meetings and submittal review meeting	\$11,400.00
1.16	Corrosion Protection Specification Review for City, Consultants, Contractors	\$24,360.00
TASK 1 TOTAL		\$228,415.00
2.1	Finalize Project Design Report	\$4,660.00
2.2	Individual Affected Property Owners Meetings	\$4,800.00
2.3	Easement/ROW Preparation and Acquisition	\$8,640.00
2.4	Utility Company Coordination	\$1,000.00
2.5	Coordinate with SDDOT and City (included in other subtasks)	\$0.00
2.6	Prepare Project Plans and Specifications	\$65,760.00
2.7	Prepare Project Sequencing Plans	\$21,260.00
2.8	Prepare Design and/or Specification Exceptions	\$4,040.00
2.9	Determine Removal Limits (included in other subtasks)	\$0.00
2.10	Prepare Full Erosion and Sediment Control Plans	\$9,540.00
2.11	Prepare Detailed Specifications	\$5,180.00
2.12	Prepare/Identify Permit Applications and Exhibits	\$10,020.00
2.13	Identify Contractor Req'd Permits (included in other subtasks)	\$0.00
2.14	Final Opinions of Probable Construction Costs	\$7,880.00
2.15	Final Design Services Submittals (included in other subtasks)	\$7,050.00
2.16	Address 100% Staff Comments	\$2,240.00
2.17	Construction Plans and Specifications Submittal	\$3,740.00
2.18	Drawing and Specification Certification (included in other subtasks)	\$0.00
2.19	Public Open Houses for Projects 1 - 3	\$4,100.00
2.20	Plans Submittals to SDDENR (included in other subtasks)	\$0.00
TASK 2 TOTAL		\$159,910.00
3.1	Assist City Project Manager with Advertising Authority	\$2,800.00
3.2	Arrange and Attend Pre-bid Conferences	\$3,680.00
3.3	Issue Addenda as Necessary	\$6,160.00
3.4	Review Bidder's Proposal, Bid Tab and Award Summaries	\$2,800.00
3.5	Review Construction Contract Documents	\$3,840.00
TASK 3 TOTAL		\$19,280.00
CONTRACT TOTAL FOR TASKS 1 - 3		\$407,605.00



Ferber Engineering Company, Inc.

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

WEST PLAINS ENGINEERING, INC. (ELECTRICAL ENGINEERING)

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Engineer	\$190.00
Project Manager	\$145.00
Senior Engineer/Project Engineer	\$105.00
Design Engineer	\$70.00
Draftsperson	\$55.00
Clerical	\$45.00

DESIGNWORKS, INC. (LANDSCAPE ARCHITECTURE)

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

RUSTNOT Corrosion Control Services (Corrosion Protection)

<u>EMPLOYEE CLASSIFICATION</u>	<u>RATE</u>
NACE CP Specialist	\$145.00 / hr
Office Administrator	\$ 55.00 / hr
Daily Per Diem	\$150.00 / day
Travel – Vehicle	\$1.00 / mi
Travel – Air	Direct Reimbursement