

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

Date:

Project Name & Number: Cobalt Drive Sanitary Sewer Bypass Project # 14-2127

CIP #: 50957

Project Description: To provide professional engineering services for the construction of a bypass sanitary sewer main between the western terminus of Cobalt Drive and the intersection of Auburn Drive and Haines Avenue.

Consultant: Hermanson Egge Engineering, Inc.

Original Contract Amount: \$64,902.50

Original Contract Date: 06/17/2014

Original Completion Date: 01/30/2015

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 |
|-------------|---------------------|-----------|---------------------|-----------------|
| \$64,902.50 | 0831-604 | 4223 | 0604-831 | Utility Support |
| | | | | |
| | | | | |
| \$64,902.50 | Total | | | |

Agreement Review & Approvals

Leone Aquello _____ 5/30/2014
 Project Manager Date

Donna _____ 5-30-14
 Division Manager Date

Cheryl Sitter _____ 5/30/14
 Compliance Specialist Date

Tracy _____ 6-2-14
 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 | Initials | Approved |
|--------|-------------|----------|
| 6/3/14 | [Signature] | (Y) N |
| | | Y N |

**Agreement Between City of Rapid City and Hermanson Egge Engineering, Inc. for
Design and Bidding Professional Services for Cobalt Drive Sanitary Sewer
Bypass,
Project No. 14-2127 / CIP No. 50957**

AGREEMENT made _____, 2014, between the City of Rapid City, SD (City) and Hermanson Egge Engineering, Inc., (Engineer), located at 2693C Commerce Road, Rapid City, South Dakota, 57702. City intends to obtain services for design and bidding for Cobalt Drive Sanitary Sewer Bypass, Project No. 14-2127 / CIP No. 50957. 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.

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 \$64,902.50 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 January 30, 2015 based on an award date of June 17, 2014.

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

HERMANSON EGGE ENGINEERING, INC.

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:

Louie Arguello

LOUIE ARGUELLO, PROJECT MANAGER

DATE: _____

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

NAME LOUIE ARGUELLO
PHONE 605-394-4154
EMAIL Louie.Arguello@rcgov.org

NAME MIKE SCHON
PHONE 605-342-0680
EMAIL Mike@HermansonEgge.com



EXHIBIT A
COBALT DRIVE SANITARY SEWER BYPASS
PROJECT NO. 14-2127/CIP 50957

BACKGROUND:

This project is for the design of a new sanitary sewer main extension beginning at the existing manhole on the western end of Cobalt Drive and ending at the Haines Avenue and Auburn Drive intersection, manhole H3-076. The proposed main will redirect significant sewage flow from Viking Drive. The sewer will act as a bypass and eliminate the need to upsize sewer mains in Viking Drive. Project objectives include but are not limited to:

- Consideration for future developments, street alignments and street profiles
- Consideration for future sanitary sewer extensions and branches
- The proposed location of the sanitary sewer will be coordinated with the property owner.
- The City of Rapid City Infrastructure Design Criteria Manual requirements and Standard Specifications will be met or exceptions will be discussed if needed.
- Wetland delineation and, if necessary, mitigation.
- The design of a sanitary sewer beginning at the existing manhole on the western end of Cobalt Drive and ending at the Haines Avenue and Auburn Drive intersection, manhole H3-076. Potential sanitary sewer routes will be developed after discussion with the property owner/developer.
- The required pipe diameters will be determined.
- A design report will be prepared for the project. The report will document all applicable design decisions in accordance with the Infrastructure Design Criteria. The design report should also include limited modeling of the upstream area. The design report will address other applicable items such as property owner correspondence, environmental impacts, future street alignments, future sewer expansion areas, subdivision plan, impacts of existing public and private utilities and geotechnical concerns.
- Preliminary alignment and profile of future street to facilitate design of the proposed sanitary sewer.
- Design of access / maintenance roads to service the proposed sanitary sewer and pavement patching if required.
- The design plans and report will include detailed traffic control and erosion control plans as appropriate, livestock fencing and safety will be addressed as required.
- Options will be investigated to protect the system from H₂S corrosion. Potential options include venting the system and/or utilizing corrosion resistant materials.
- All of the improvements shall meet the operational and maintenance requirements of the City of Rapid City.
- All improvements, required exceptions and modifications shall meet SD DENR requirements.
- Specific requirements as outlined in Tasks 1 through 3.

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 Kick-off Conference: The consultant shall meet with City staff to detail the project concept and scope. The consultant shall prepare an agenda, take minutes, and distribute minutes.
- 1.2 Review background information listed below and any other resources as necessary. Summarization of understanding of this review is anticipated in the design report. This includes but not limited to:
 - City of Rapid City GIS Data,
 - City of Rapid City Utility System Master Plan
 - City of Rapid City benchmark data
 - City of Rapid City water, sanitary sewer and storm sewer maps,
 - Reports and/or studies for the Auburn Hills, Brookfield and other subdivisions as necessary to complete
- 1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates.
- 1.4 Geotechnical investigation of existing subsurface conditions and reports from geotechnical firm. Recommend location and extent of geotechnical services investigation necessary to complete design. Geotechnical services will be a sub consultant to the Consultant, and payment for geotechnical services is the responsibility of the Consultant.
- 1.5 Meet with individual property owners regarding specific project issues and components, as needed.
- 1.6 Review project with DENR, Army Corp of Engineers and SD Game Fish and Parks, as needed. Prepare exhibits and fill out required forms and filings.
- 1.7 The consultant will act as the City's Agent in obtaining permanent and temporary easements. The consultant will obtain property owner contact information, prepare easement and ROW exhibits as necessary, provide copies of current deeds of properties where easements are needed, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings. The easements will be exclusive for City utilities and will coincide with future street right-of-ways.
- 1.8 Conceptual Design Report:

The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report, (including ADA requirements, if applicable). The Consultant shall include design life, design criteria, and reference

of design resources. The Consultant shall use the City Infrastructure Design Criteria Manual to establish design criteria and standards. The Conceptual Design Report shall provide review of compliance with City's Standard Specifications for construction of the project(s). Any deviation(s) from the Infrastructure Design Criteria Manual requires the granting of an exception.

The Conceptual Design Report shall evaluate and recommend preliminary horizontal and vertical alignments for utilities, roadways, project phasing, project limits and other public improvements. The Consultant will establish and justify pipe sizes, road configurations, drainage system capacity, complete water quality assessment, etc. and analysis of alternatives when applicable. The Consultant will be responsible for ascertaining the geotechnical data. The project's geotechnical report shall be included within the Conceptual Design Report and include soil classifications, N values, water levels, proctors, CBR's, resistivity tests, pavement design, and testing recommendations. The Consultant shall elaborate on other project components as necessary.

Identify the existing right-of-way (ROW) location and any ROW or easements necessary for the Project. Include size and extent of such ROW and easements and contact information for affected property owners.

Meet all objectives outlined in the BACKGROUND of this exhibit.

A probable opinion of construction costs for the project shall be included. The costs shall be itemized based on the City's standard bid items and appropriate contingency item allowance.

Submit three (3) copies and a PDF version of the Conceptual Design Report to City of Rapid City's project manager for review and comment.

1.9 Conceptual Drawings (approximately 50% to completion)

The conceptual drawings shall contain the following sheets:

- Cover Sheet – Note the index of Sheets indicating the anticipated drawing sheets shall be provided
- Proposed land planning layout
- Survey Control Sheet
- Anticipated traffic control phasing and erosion control measures
- Property Layout and Land Ownership
- Plan and Profile Sheets - Show existing and proposed utility mains, existing services, storm sewers, driveway locations, fittings, proposed surfacing and drainage features/structures. Utilities shall be shown on the profile, as well.
- Anticipated Rapid City Standard Details
- Special Details - Conceptual layouts for special/critical elements for example buildings, special drainage structures, pump facilities, etc.

- Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards

A probable opinion of construction costs for the project shall be included. The costs shall be itemized based on the City's standard bid items and appropriate contingency item allowance.

Submit three (3) copies and a PDF version of the Conceptual Drawings to City of Rapid City's project manager for review and comment.

- 1.10 Preliminary construction cost estimate will be provided using the current unit pricing from the City of Rapid City.
- 1.11 Preliminary Traffic control sequencing, consultant will review any special access requirements and construction area phasing for traffic flows and livestock.
- 1.12 Attend submittal review meeting with City Staff, as necessary.
- 1.13 If desiring exceptions from City requirements or specifications, it is the Consultant's responsibility to request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.
- 1.14 Quality Assurance/Quality Control Plan (QA/QC) is critical to project success and is expected throughout the project. QA/QC shall include but shall not necessarily be limited to: Schedule monitoring and compliance, Milestone monitoring, Project reviews - both internal and external, Project communications, Project meetings, Standards used, Cost review and control, and Technical design review. The Quality Control plan shall be submitted by the consultant at the kickoff meeting. The Consultant shall allow fifteen (15) working days for City review of the Conceptual Design Report and Conceptual Drawing Submittals.
- 1.15 Attend Public Works and Council meetings

TASK 2 - FINAL DESIGN SERVICES:

This task consists of all services necessary to take project from Task 1 Preliminary Design Services through the Final Design Services, and may include, but is not limited to, the following itemized services.

- 2.1 Address City comments from the Task 1 City review(s) and finalize Conceptual Design Report. The Conceptual Design Report should be now titled "Project Design Report"
- 2.2 Provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area). Identify if property is owner occupied or a rental.
- 2.3 Determine construction limits

- 2.4 Coordinate with the geotechnical engineer to complete these services, and provide a geotechnical report to be included in the Project Design Report and project plans or specifications
- 2.5 Incorporate design features as necessary to meet the requirements outlined in the Project Design Report
- 2.6 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 site plan which includes station and offset locations for each implemented measure. Include both temporary and permanent erosion and sediment control measures. Include an erosion and sediment control sequence of implementation and phasing schedule. Each erosion control item shall be bid separately.
- 2.7 Provide detailed traffic control plans showing all devices required for a MUTCD compliant plan. Show all streets and alleys that may be impacted by this project. Show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, livestock fencing and pavement marking removals shall be indicated on the plan. A detailed layout will be included for each phase of multi-phased projects. The traffic control sequence of implementation and phasing schedule shall coincide with erosion and sediment control sequence of implementation and phasing schedule. Each traffic control device shall be bid separately. Livestock fencing and construction phasing to allow the existing livestock flows within the construction area shall be determined; any additional requirements shall be delineated on the construction phasing documents. The City will provide an electronic version of an aerial photo for the consultant's use.
- 2.8 Provide a Project Sequence of implementation and phasing schedule which shall include such items as traffic control, erosion and sediment control, utility installations, paving, restoration, wetland mitigation and construction milestones.
- 2.9 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. Preliminary 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.
- 2.10 Notify the City Project Manager if private utilities will need to be relocated so PM can formally notify the utilities to relocate.
- 2.11 If exceptions from City requirements or specifications are required, it is the Consultant's responsibility to request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.

- 2.12 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Typically project drawing specific issues should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification (50%).
- 2.13 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Typically project drawing specific issues should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification (95%).
- 2.14 Plans documents shall adhere to current City of Rapid City guidelines.
- 2.15 Staking information shall include either of the following formats:
- i) On the Plans
 - Station offsets for all items of work requiring field staking
 - ii) In tabular form on a plan sheet (schedule)
 - Coordinates and description of inter-visible control points
 - Coordinates of all items of work requiring field staking
 - Benchmark information shall be provided on each sheet
- 2.16 Assist the City with easement(s) acquisition, and obtain property owner contact information, prepare easement and ROW exhibits as necessary, provide copies of current deeds of properties where easements are needed, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings.
- 2.17 Project Design Report completed and delivered to the City of Rapid City. Provide two (2) copies and a PDF version of the finalized Project Design Report.
- 2.18 Provide three (3) copies and a PDF version of the Final Design Services submittal. The submittal shall consist of 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.
- 2.19 The Consultant shall allow 15 working days for City review the 100% complete plans; specifications; geotechnical report; and opinion of probable construction cost submittal.
- 2.20 Address 100% submittal staff comments as necessary.
- 2.21 All submittals (drawings/plans and specifications) believed by the Engineer of Record to be a 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.

2.22 Prepare any and all permits with exhibits the City will need to execute for the project.

2.23 Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid by the Contractor. Typically all permit costs are the Contractor’s obligation.

2.24 Prepare final “Engineer’s Estimate” of probable construction cost for the project.

2.25 Final Construction Documents

- Provide 1 copy and a pdf of the complete plans and specifications.
- Provide 1 copy of the final opinion of probable construction costs for the project. The estimate should list a breakdown of water funds, street funds, and drainage funds.
- All submittals (drawings and specifications) believed by the Engineer of Record to be a 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.
- Provide the City complete specifications and contract documents on CD in Microsoft Word. The provided electronic Microsoft Word documents shall allow City staff to open the documents in Microsoft Word 2007.
- Provide complete plans on CD compatible with AutoCAD Release 2010 to 2013 format. Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
- Provide the City a unit price cost estimate on CD that is able to be opened in Microsoft 2007 on the City of Rapid City “Engineer Estimate” form.
- Print and distribute five (5) copies of plans/drawings to the City of Rapid City at 11” x 17” scale for construction services personnel.

- 2.26 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.
- 2.27 Attend Public Works and Council meetings as necessary.

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 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 Consultant shall proof print quality at printers before full production of copies are made.
- 3.3 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute pre-bid agenda to all attendees. Provide Pre-Bid Conference minutes to the City Project Manager only.
- 3.4 Respond to Bidder's questions during the bid process and prepare and issue addenda to the bid documents as required.
- 3.5 Attend Public Works Committee and Council Meetings as required.
- 3.6 Review Bidder's Proposals for errors and unbalanced bids and review and sign the City Engineering Services prepared Bid Tab, prepare an award recommendation letter to the City of Rapid city project manager, and sign a City engineering services prepared Award Summary.

EXHIBIT A
PROJECT LOCATION MAP



COBALT DRIVE SANITARY SEWER BYPASS
PROJECT NO. 14-2127 / CIP NO. 50957

Exhibit B
 Cobalt Drive Sanitary Sewer Bypass
 Project No. 14-2127 / CIP No. 50957

| Task 1 - Preliminary Design Services | | |
|---|--|-----------------------|
| Sub Task No. | Detailed description | Projected Cost |
| 1.1 | Kick-off conference - meeting w/ city staff to establish project scope and overall concept | 560 |
| 1.2 | Review background information and determine additional project issues | 990 |
| 1.3 | Site survey - | |
| | easements, plat, document search | 1740 |
| | initial survey | 4320 |
| | establish control w/ 2 City of Rapid City Control Monuments | 1340 |
| 1.4 | Geotechnical investigation | 3800 |
| 1.5 | Meet w/ adjacent property owners to discuss potential routes and project components | |
| | initial meeting | 430 |
| | final meeting | 240 |
| 1.6 | Review project w/ DENR, Army Corp of Eng and SD Game Fish and Parks | |
| | exhibits and aerials | 460 |
| | initial meeting | 380 |
| | forms and additional exhibits / filings | 270 |
| | 50% review of submission | 135 |
| | 50% review comments implemented into forms and exhibits | 155 |
| | 95% review of submission | 135 |
| | 95% review comments implemented into forms and exhibits - | 235 |
| | 100% submittal | 295 |
| 1.7 | Easement and ROW acquisition | |
| | property owner meetings | 640 |
| | city design team coordination meetings | 265 |
| | property owner coordination | 370 |
| | exhibits and documents | 645 |
| | city design team review | 295 |
| 1.8 | Conceptual Design Report | |
| | city design team coordination meetings | 695 |
| | review of existing design reports | 780 |
| | Prepare preliminary design report and Exhibits | 1140 |
| | Review existing design reports and proposed design reports combined (QA/QC) | 375 |
| | Report Preparation | 2145 |
| | design / report internal review report implemented into design | 480 |
| | Final review and Printing | 370 |
| 1.9 | Conceptual Design Drawings | |
| | city design team coordination meetings | 345 |
| | Land Planning Design/Review of Existing | 3550 |
| | General sheets | 1300 |
| | civil/site/underground/erosion sedimentation/traffic | 850 |
| | City standard details | 155 |
| | conceptual drawing printing | 200 |
| | conceptual drawing back check of printing | 110 |
| 1.10 | Preliminary- Construction Cost Estimation | 980 |
| 1.11 | Preliminary -Traffic Control Sequencing | 765 |
| 1.12 | Submittal review w/ City staff - 50% submittal | 430 |
| 1.13 | Submit Exceptions from City requirement or specifications | 270 |
| 1.14 | City review of Conceptual Design Report and Drawings meeting | 380 |
| 1.15 | Attend Public Works and Council meetings | 110 |
| Totals | Task 1 | 33130 |

Exhibit B

Cobalt Drive Sanitary Sewer Bypass
Project No. 14-2127 / CIP No. 50957

| Task 2 - Final Design Services | | |
|---------------------------------------|--|-----------------------|
| Sub Task No. | Detailed description | Projected Cost |
| 2.1 | Implement City comments from Task 1 review(s) and finalize Conceptual Design Report - revise title to "Project Design Report" | 450 |
| 2.2 | Proposed project layout to include lot lines, addresses of all adjacent/affected properties. Also indicate if owner occupied or rental | 610 |
| 2.3 | Determine construction limits | 160 |
| 2.4 | Coordinate Geotechnical soil boring locations | |
| | boring location plan | 55 |
| | coordination w/ property owner | 80 |
| | coordination w/ geotech and review of property owner concerns | 110 |
| 2.5 | Incorporate design features outlined in Project Design Report | 430 |
| 2.6 | SWPPP and Erosion / Sediment Control plan | |
| | preliminary project schedule / phasing | 380 |
| | swppp report / forms (SDDENR) | 260 |
| | swppp / erosion / sedimentation drawings | 682.5 |
| 2.7 | Traffic control plans per MUTCD specifications | |
| | preliminary project schedule / phasing | 107.5 |
| | coordination w/ property owner | 190 |
| | traffic control drawings | 310 |
| 2.8 | Provide a detailed construction sequence/schedule for implementation of traffic control, erosion / sedimentation control, utility installations, paving, restoration, wetland mitigation and construction milestones. | 300 |
| 2.9 | Coordination w/ utility companies | 227.5 |
| 2.10 | Coordinate w/ City Project Manager any relocations of private utilities | |
| | city design team coordination meetings | 380 |
| | coordination w/ property owner | 80 |
| 2.11 | Coordinate status of Exceptions from City requirement or specifications | 300 |
| 2.12 | Provide detailed specification, typical drawing details, specific project details and general notes (50%) | |
| | General sheets | 3780 |
| | specifications - project specific and city standard specifications | 940 |
| | detail sheets | 870 |
| | City standard details | 340 |
| 2.13 | Provide detailed specification, typical drawing details, specific project details and general notes (95%) | |
| | General sheets | 2060 |
| | specifications - project specific and city standard specifications | 405 |
| | detail sheets | 490 |
| | City standard details | 345 |
| | Concise spreadsheet / report of all improvements | 1140 |

Exhibit B

Cobalt Drive Sanitary Sewer Bypass
Project No. 14-2127 / CIP No. 50957

Exhibit B

Cobalt Drive Sanitary Sewer Bypass
Project No. 14-2127 / CIP No. 50957

| | | |
|---|---|-----------------------|
| 2.14 | Internal design review for adherence to City of Rapid City guidelines | 245 |
| 2.15 | Staking coordinates and information for construction | 730 |
| 2.16 | Coordinate status of Easement documents and filing | 80 |
| 2.17 | Project Design Report - final | 3130 |
| 2.18 | Project Design Drawings and Specifications - final | 4365 |
| 2.19 | Submittal review w/ City staff - 95% submittal | 125 |
| 2.20 | Implement City comments from Task 2.21 review(s) | 1630 |
| 2.21 | Final construction documents - sign and stamped copies | 285 |
| 2.22 | Prepare Construction Exhibits and Permits | 385 |
| 2.23 | Identify required permits for construction | 190 |
| 2.24 | Prepare "Engineers Estimate" of probable construction costs | 1325 |
| 2.25 | Deliver final construction documents and electronic copies - see Exhibit A for detailed description | 200 |
| 2.26 | City submittal of final construction documents to SDDENR - consultant shall address any comments / concerns | 155 |
| 2.27 | Attend Public Works and Council meetings | 430 |
| Totals | Task 2 | 28757.5 |
| Task 3 - Bidding Services | | |
| Sub Task No. | Detailed description | Projected Cost |
| 3.1 | Complete Advertisement information for City Advertising Authority form | 130 |
| 3.2 | Consultant review of final proof prints prior to full production | 900 |
| 3.3 | Pre-bid Conference | 485 |
| 3.4 | Addendums for Construction documents | 935 |
| 3.5 | Attend Public Works and Council meetings | 245 |
| 3.6 | Review Bid Tab and prepare review summary and Award Recommendation | 320 |
| Totals | Task 3 | 3015 |
| Cobalt Drive Sanitary Sewer Bypass Project - Contract Value for Tasks 1-3 | | 64902.5 |

Exhibit B

Cobalt Drive Sanitary Sewer Bypass
Project No. 14-2127 / CIP No. 50957

Cobalt Drive - Sanitary Sewer Main Bypass

Project No. 14-2127 / CIP No. 50957

Exhibit C

2014 Schedule of Rates - Hermanson Egge Engineering

| Employee Classification | Hourly Rates |
|-------------------------|--------------|
| Principal Engineer | 135 |
| Senior Engineer | 110 |
| Senior Designer | 80 |
| CAD Technician | 75 |
| RLS | 80 |
| Survey Crew | 130 |
| Clerical | 50 |