

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

Date:

Project Name & Number: Dyess Avenue Reconstruction and Downstream Drainage Channel Improvements Project No. 15-2032 **CIP #:** 50934

Project Description: To provide professional engineering services for the design and bidding of Dyess Avenue between Seger Drive and Mall Drive and the downstream channel improvements east of Dyess Avenue.

Consultant: Ferber Engineering Company, Inc.

Original Contract Amount: \$250,320.00 **Original Contract Date:** 3-3-15 **Original Completion Date:** 12-31-15

Addendum No:


Amendment Description:

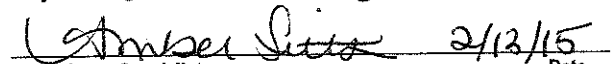
Current Contract Amount: _____ **Current Completion Date:** _____
Change Requested: _____
New Contract Amount: _____ \$0.00 **New Completion Date:** _____

Funding Source This Request:

Amount	Fund Dept.	Line Item	Dept Fund	Comments
\$127,500.00	505	4223	8911	Drainage Improvements (0.16)
\$90,000.00	505	4223	8910	Streets (0.16)
\$32,820.00	604	4223	831	Wastewater Expansion (0.16)
\$250,320.00	Total			


Agreement Review & Approvals

 2/12/15
 Project Manager Date

 2/12/15
 Compliance Specialist Date

 City Attorney Date

 2-13-15
 Division Manager Date

 2-16-15
 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: 2/17/15 Initials:  Approved:  N
 Appropriation: N
 Cash Flow: N

Agreement Between City of Rapid City and Ferber Engineering Company, Inc. for Design and Bidding Professional Services for Dyess Avenue Reconstruction and Downstream Drainage Channel Improvements Project No. 15-2032 / CIP 50934

AGREEMENT made March 3, 2015, 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 Dyess Avenue Reconstruction and Downstream Drainage Channel Improvements, Project No. 15-2032 CIP No. 50934. 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

ENGINEER

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:

Michelle Lashley

Michelle L. Lashley, PROJECT MANAGER

DATE: 2/12/15

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

NAME: Michelle Lashley
PHONE: 605-394-4154
EMAIL: michelle.lashley@rcgov.org

NAME: John Van Beek
PHONE: 605-343-3311
EMAIL: JohnVanBeek@ferberengineering.com



**DYESS AVENUE RECONSTRUCTION AND
DOWNSTREAM DRAINAGE CHANNEL IMPROVEMENTS
PROJECT NO. 15-2032 / CIP 50934**

EXHIBIT A

The City has determined the need to procure professional services including Preliminary Design Services, Final Design Services, and Bidding Services for the Dyess Avenue Reconstruction Project. This project includes urban street reconstruction and utility installation along Dyess Avenue from Seger Drive to East Mall Drive including three (3) lanes, curb, gutter, grading for future sidewalk, street lighting, storm sewer, inlets, sanitary sewer and adjustments to the existing water main as necessary. The City and Ferber Engineering Company, Inc. (FEC) have previously entered into an agreement for the Dyess Avenue Drainage and Channel Improvements which includes design for reestablishment of the downstream drainage channel from an existing 50+ ac-ft detention cell near the intersection of Seger Drive and Dakota Craft Drive south and west across private property to Dyess Avenue. It has been determined that these projects will be combined and bid as one construction project in an effort to take advantage of staging areas, earthwork and other common aspects between the two projects.

The intent of this Agreement is to replace the previous Agreement for the Dyess Avenue Drainage and Channel Improvements. The previous Agreement is considered complete at this time and will be closed out.

Tasks 1 through 3 presented in this Exhibit are standard items requested by the City of Rapid City. In the following detailed task descriptions, work items already completed are identified and/or the work necessary to update any items are identified. Task 4 Basic Construction Services and Task 5 Expanded Construction Services will be completed under separate agreement and/or future amendment to this contract.

TASK 1 - PRELIMINARY DESIGN SERVICES:

- 1.1 Kick-off Conference: The Engineer shall meet with City staff to detail project concept and scope. The Engineer shall prepare an agenda, take minutes and distribute minutes.
- 1.2 Gather and review background information from previous projects in the area.
- 1.3 Update existing site surveys sufficient for design plan preparation. Detailed survey limits will include the applicable street rights-of-way and applicable adjacent property frontage with added areas necessary to establish adequate utility infrastructure and drainage design(s).
- 1.4 Engineer will conduct a Private Utilities Base Plan Verification Meeting: Send base plans to the private utilities requesting verification that their utilities are shown correctly per their records. A meeting with the private utilities shall be scheduled after submitting plans to verify that the utilities are shown correctly. Base plan revisions will be made as necessary.
- 1.5 Engineer will provide the following geotechnical engineering services through a Sub consultant contract with American Engineering Testing, Inc.
 - 1.5.1 Review of previously completed geotechnical investigations within the project limits.
 - 1.5.2 Prepare a report summarizing previously completed lab testing and provide recommendations for subgrade preparation/stabilization, undercut, utility excavation and backfill, soil strength properties and both new asphalt and concrete pavement sections.

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- 1.7.4.3 Engineer will incorporate the design elements from the Dyess Avenue Drainage Channel Project.
- 1.8 Prepare Project Design Report:
- 1.8.1 Dyess Avenue - Engineer shall establish and indicate project specific design criteria and standards within the Project Design Report (including ADA requirements). Engineer shall submit all design assumptions for typical section (pavement width, sidewalk location, water and sewer main locations, etc.), design life, design criteria, and reference of design resources. The Project Design Report shall evaluate and recommend preliminary horizontal and vertical alignment for utilities and other public improvements. Establish pipe sizes, lane configurations and provide justification for the facility and analysis of alternatives. Engineer shall use the City Infrastructure Design Criteria Manual to establish design criteria and standards.
- 1.8.2 Dyess Avenue Drainage Channel – A Preliminary Design report for the Dyess Avenue Drainage Channel extending from the downstream limits of the project upstream to Tish Boulevard was prepared under a separate project completed under the Tax Increment District #69 (North Street Fire Station) Projects. This report and subsequent technical memorandum will be included in the Dyess Avenue Project Design Report in pdf format on digital media.
- 1.9 Prepare preliminary plans including cover sheet, property layout and land ownership sheets, plan and profile sheets including locations of existing and new utilities. Existing utility locations with probable depths will be shown.
- 1.10 Prepare preliminary opinion of probable construction costs for the combined projects.
- 1.11 Identify permanent right-of-way and easement acquisition needs for the Dyess Avenue Reconstruction Project. Right-of-way and easement needs have been previously identified and negotiated for the Dyess Avenue Drainage Channel.
- 1.12 Submit three (3) copies and a PDF version of the Design Report and preliminary plans and specifications to the City of Rapid City's project manager for review and comment.
- 1.13 Attend submittal review meeting with City staff.
- 1.14 Permitting
- 1.14.1 Engineer will prepare application and attachments as necessary for United States Army Corps of Engineers (USACE) Section 404 Permitting. Permitting will be for wetland disturbance during the construction of Seger Drive, Dyess Avenue and the Dyess downstream drainage channel specifically.
- 1.14.2 Engineer will prepare necessary Location Notice and/or Water Right Permit applications and necessary attachments for dam permitting through the South Dakota Department of Environment and Natural Resources (SDDENR).

TASK 2 - FINAL DESIGN SERVICES:

- 2.1 Address City comments from the Task 1 City review(s) and finalize Project Design Report.
- 2.2 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.

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- Provide one (1) copy and a PDF format of the bid documents including complete plans and specifications.
 - Provide complete plans on CD compatible with current AutoCAD Release.
 - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
 - Provide complete specifications on CD in current version of Microsoft Word.
 - Provide a unit price cost estimate on CD in current version of Microsoft Excel on the City of Rapid City "Engineer's Estimate" form.
 - Provide Engineer's Opinion of Probable Construction Costs as a component of this submittal.
 - Print and distribute five (5) copies of 11"x17" plans to the City of Rapid City for use by construction services personnel.
 - All submittals 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. The "Certification Statement of Conformance with City Specifications" shall be signed and dated by the Engineer of Record.
- 2.15 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval. The Engineer shall address any comments or corrections required.

TASK 3 – BIDDING SERVICES:

- 3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 Conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.
- 3.3 Issue addenda to the bid documents as required.
- 3.4 Engineer shall review Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab and Award Summary.
- 3.5 Engineer will prepare "As-Constructed" plans and specifications. A hard copy of "As-Constructed" plans and specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Engineer will provide PDF's and CAD files on a CD or DVD. The digital submittal must be compatible with current AutoCAD Civil 3D release and contain all files and data packaged in a format that will allow City personnel to seamlessly open "As Built" drawings. Engineer will work with the City CAD technician, in person, to demonstrate the CAD file operation and compatibility with City CAD software. If Engineer is hired for Tasks 4 and 5, "As-Constructed" plans and specifications shall be provided thirty (30) days following project acceptance. However, if Engineer is not hired for Tasks 4 and 5, "As-Constructed" plans and specifications shall be provided thirty (30) days

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EXHIBIT B

Task #	Description	Subtask Total
1.1	Kickoff Conference	\$1,400.00
1.2	Gather/Review Background Information	\$5,940.00
1.3	Update Topographic and Legal Survey	\$7,510.00
1.4	Private Utilities Base Plan Verification	\$3,280.00
1.5	Summarize Previous Geotechnical Investigations	\$4,390.00
1.6	Electrical Design	\$17,000.00
1.7	Preliminary Design Investigation	\$21,770.00
1.8	Project Design Report	\$21,405.00
1.9	Preliminary Plans	\$13,700.00
1.10	Preliminary Opinion of Probable Construction Costs	\$1,240.00
1.11	Identify ROW and Permanent and Temporary Easement Needs	\$1,570.00
1.12	Design Report and Preliminary Plans Submittal	\$3,220.00
1.13	Preliminary Design Review Meeting	\$650.00
1.14	Wetland and Dam Permitting	\$25,930.00
TASK 1 TOTAL		\$129,005.00
2.1	Finalize Project Design Report	\$6,080.00
2.2	Easement/ROW Preparation and Acquisition	\$15,130.00
2.3	Utility Company Coordination	\$3,525.00
2.4	Prepare Project Plans and Specifications	\$37,545.00
2.5	Determine Removal Limits	\$4,090.00
2.6	Prepare Design Exceptions	\$2,730.00
2.7	Prepare Erosion and Sediment Control Plans	\$5,250.00
2.8	Prepare Detailed Traffic Control Plans	\$8,690.00
2.9	Prepare Detailed Specifications	\$10,200.00
2.10	Prepare/Identify Permits and Exhibits	\$2,810.00
2.11	Final Opinion of Probable Construction Costs	\$3,040.00
2.12	Final Design Services Submittal	\$3,440.00
2.13	Address Final Design Services Comments	\$1,400.00
2.14	Construction Plans and Specifications Submittal	\$3,630.00
2.15	DENR Submittal and Address Comments	\$1,580.00
TASK 2 TOTAL		\$109,140.00
3.1	Assist City Project Manager with Advertising Authority	\$260.00
3.2	Arrange and Attend Pre-bid Conference	\$1,760.00
3.3	Issue Addenda as Necessary	\$2,935.00
3.4	Review Bidder's Proposal, Bid Tab and Award Summary	\$260.00
3.5	Record Drawing Preparation	\$6,960.00
TASK 3 TOTAL		\$12,175.00
CONTRACT TOTAL FOR TASKS 1 - 3		\$250,320.00