

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

Date:

Project Name & Number: East Rapid City Water Expansion, Project No. 13-2107,

CIP #: 50964

Project Description: Design of a major expansion of the municipal water distribution system to serve drinking water users with drinking water violations or unserved residents located east of the current City limits including more than 10,670 ft of 16" water main, 18,100 ft of 12" water main, and 10,200 ft of 8" water main as well as a pressure reducing valve (PRV) facility.

Consultant: Banner Associates, Inc

Original Contract Amount: \$533,960.00

Original Contract Date: April 6, 2015

Original Completion Date:

Addendum No:

Amendment Description:

Current Contract Amount: _____

Current Completion Date: _____

Change Requested: _____

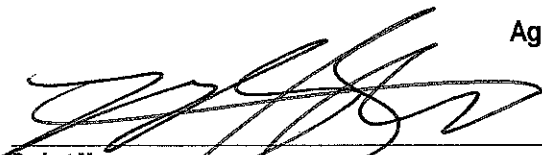
New Contract Amount: _____ **\$0.00**


New Completion Date: _____

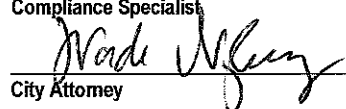
Funding Source This Request:

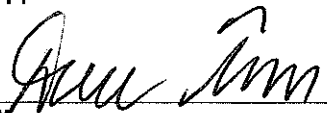
Amount	Dept.	Line Item	Fund	Comments
\$533,960.00	933	4223	602	Water Replacement / Improvements
\$533,960.00	Total			


Agreement Review & Approvals


 Project Manager _____ 3/12/15
 Date


 Compliance Specialist _____ 3/12/15
 Date


 City Attorney _____ 3/20/15
 Date


 Division Manager _____ 3-12-15
 Date


 Department Director _____ 3-13-15
 Date

ROUTING INSTRUCTIONS

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

FINANCE OFFICE USE ONLY

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

	Date	Initials	Approved	
Appropriation	<u>3/16/15</u>	<u>JS</u>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Cash Flow			<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	

**Agreement Between City of Rapid City and Banner Associates, Inc. for Design
and Bidding Professional Services for East Rapid City Water Expansion,
Project No. 13-2107/CIP No. 50964,**

AGREEMENT made _____, 20____, between the City of Rapid City, SD (City) and Banner Associates, Inc., (Engineer), located at 730 South St, Suite 201, Rapid City, SD 5770. City intends to obtain services for design and bidding for East Rapid City Water Expansion, Project No. 13-2107 CIP No. 50964. 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 and Exhibit B.)
- 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 **\$533,960.00** for Task 0.5, Task 1, Task 2, and Task 3 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 within Task 0.5, Task 1, Task 2, and Task 3 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 **June 30, 2016** based on an award date on or before **April 30, 2015**. Additional project bid/milestone/deliverable dates will be mutually agreed upon between the City Project Manager and Consultant Project Manager.



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.

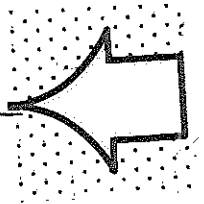
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

City of Rapid City:

Engineer:

MAYOR

BANNER ASSOCIATES, INC.



DATE: _____

DATE: _____



ATTEST:

FINANCE OFFICER

Reviewed By:

MORGAN GAGLIANO, PROJECT MANAGER

DATE: _____

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

NAME Morgan Gagliano
PHONE 605-394-4154
EMAIL morgan.gagliano@rcgov.org

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

NAME Sigurds R. Zvejnieks
PHONE 1-855-323-6342
EMAIL sigz@bannerassociates.com



EXHIBIT A -- SCOPE OF SERVICES

Professional services consist of Task 0.5 Pre-Design Services and RFP Tasks One (1), Two (2) and Three (3): Preliminary Design Services, Final Design Services, and Bidding Phase Services respectively.

TASK 0.5 - PRE DESIGN SERVICES:

This task consists of all services necessary to take the project to the Conceptual Phase submittal stage, and shall include the following itemized services.

- 1.1 Kick-off Conference: The consultant shall meet with City staff to refine and establish baseline project milestone schedules. The consultant shall prepare and submit an agenda a minimum of 7 days prior to the kickoff meeting, circulate a roster, take minutes, and distribute minutes within 72 hours of the meeting. All subsequent meetings shall require an agenda (3 working days prior) and minutes with the timelines described in Task 1.1 herein. Include preparation of a 'Plan for Public Involvement', to meet the sign-up thresholds as identified by the City Public Works Director.
- 1.2 Review of background information and resources listed in the RFP and any other resources as necessary. Summarization of understanding of, and exceptions to, this review is anticipated in the design report.
- 1.3 Perform site (table top) surveys sufficient for preliminary route and design plan preparation. Ultimately the route and topographic survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates. Court house research shall be conducted by the Consultant for all platting and title documents pertaining to the private properties located in the affected areas of construction. Where discrepancies become apparent, Consultant shall supplement the effort to also include a request for Title Searches to be performed by the Title Company, including providing Title Insurance and (O&Es) for each legal parcel where permanent easements (or acquisition) is required. Consultant shall not pay for this service directly but facilitate a cost pass through for Title Co. effort and fee to be sent separately to the City for direct reimbursement to the Title Co.
- 1.4 Develop, administer, and distribute a survey questionnaire to property owners adjacent to the proposed water main construction areas as part of a Pre-Design Phase of the overall project in accordance with the following:
 - A) Consultant shall attend and support City Staff at Sanitary District Board Meetings, to address the Rapid City Resolution plans for securing property owner sign-ups using the City's Agreement for Water Service documents; and provide Guidance Documents as noted (to be completed in time for the Open House Meetings).

B) Prepare Guidance Documents for potential water service connection customers, to help educate property owners of residences located within the East Rapid City Water Users Region system; towards a basic understanding of minimum State plumbing code requirements and City service line standards; including necessary permitting and State inspection requirements; provide guidance documentation to assist property owners in their attempt to estimate the costs associated with making necessary changes/upgrades to their current plumbing system, which will be required before each 'private' portion of the water service line installation and hook-up into their individual residences can be completed. This will also include service agreements as necessary for property owners with residences along the 6,970 L.F. of Airport Transmission Main currently proposed for construction along Longview Rd. and/or North Anderson Rd. Timelines for conducting the required incremental multiple step process for property owner water service agreement sign-ups shall be as agreed upon at the Project Kick-Off Meeting.

C) Arrange for and conduct public and /or affected property owners meetings as required for the project including Open House Meetings which may be necessary and shall be held separately and not mixed. Consultant shall provide administration services to prepare, Open House invite letters or postcards, arrange for public meeting times and locations, with the concurrence of the City, and shall solicit, collect, and compile as many as possible 'Agreement for Service' sign-up signatures at these meetings including survey permission letters if possible, for each of the property owners in the respective sub-project areas, and submit to the City PM (Project Manager) when completed;

D) Consultant shall initiate contacts by phone where feasible, to reach either non-attending, or initially non-signing property owners at the Open Houses. Consultant shall follow-up with informational mailings to each of these, if requested by City, for property owner sign-ups of Water Service Agreements and Survey Permissions that still might be needed after completion of Task 1.4.C; If required, Consultant shall follow up with all non-attending, or initially non-signing, property owners who may have attended one of the Open Houses, to provide them with the same packet of information provided and presented to property owners at the Open House Meetings;

E) Upon Property Owner's receipt of either an inquiry phone call or follow-up mailing, from Consultant, Consultant shall arrange for property owners requesting it, an individual meeting with Consultant for the purpose of explaining and completing the required property owner obtaining water service agreement sign-ups, as requested;

F) A summary of results of Consultant's efforts to obtain property owner 'Agreement of Service' agreements, both those attempted and not secured, and those successfully obtained, including a comparison to the required percentage thresholds as set by the City PW Director for sign-ups for each area shall be compiled and presented to the City;

G) On behalf of City, Consultant shall request quotations from at least two Title/Abstract Companies to perform title search work and insurance. The Consultant shall prepare and present a Title Search Inquiry Request to send to the local Title Company (separate agreement with the

City), to execute a Title search (and O&E search where called for) and provide Title Insurance for any properties where a permanent easement agreement, or land purchase, will need to be secured for City Water Main improvements and facilities.

1.5 The project will be split into (3 or 4) sub-project components for submittal and City review, and the following specific subtasks, at a minimum, are to be performed up through the Conceptual Design Phase:

A) A desktop survey shall be performed to make recommendations for locations of proposed water mains and facilities within or immediately adjacent to existing street right-of-ways and note exceptions to current City Design Standards regarding positioning. Identify the existing right-of-way (ROW) location and any ROW or easements necessary. Include size and extent of such ROW and easement needs including addresses and contact information for property owners:

B) Concurrently, a submittal to identify the Planned Procedure for Property Owner Negotiations shall be prepared and presented, for City review and approval, before land negotiations and efforts towards obtaining the Owner signatures necessary to secure the permanent easements required for the project;

C) Perform a desktop survey and prepare a TS&L (type, size and location) alternative analysis submittal for the WRF facility water main alignment. Rapid Creek River Crossing alignment and construction method alternatives and recommendations shall be discussed, and summarized in a Technical Memorandum type format;

D) Provide discussion and recommendations relevant to the provisions and need for: blocking and restraints necessary for new valve location tie-ins to existing piping, to strengthen and reinforce the existing 12 inch diameter water mains, beginning at the junction of Hwy. 44 and Anderson Rd., and extending to the Radar Hill Rd. connections. Also provide discussion regarding valve clusters to be located on either/both existing and new water mains in consideration of future expansions in accordance with City Design Criteria.

E) Project Management, Tasks 0.5, 1, 2: Generate and maintain action/decision logs, landowner contacts and sign-ups status reports, project milestone and completion goals. Oversee property owner sign-ups, utility design locate work, private utility base map meetings, coordinate survey permissions, geotechnical explorations, legal/topographic surveys and land (land agent) easement and acquisition activities. The Consultant shall submit a monthly bar chart graph showing milestone progress, and report on project percent complete vs. percent spent, and action/decision logs status to the City Project Manager with each project monthly invoice.

TASK 1 - PRELIMINARY DESIGN SERVICES:

- 1.6 Conceptual Design Submittal: The Conceptual Design Submittal shall generally consist of the following documents as appropriate for the (3 or 4) sub-project components, which shall be submitted in the order and priority established at the Project Kick-Off Meeting--
- A. **Design Report: Note***The Design Report shall be named the “name of project-Design Report” through all (Conceptual, Intermediate, and Final) until at which time that the Design Report is Finalized. At this point, the consultant may add “Final” to the Report Name.**
1. The Consultant shall, prior to submission of the Design Report, develop a proposed table of contents (TOC) for City PM review. It is the intent that all Design analysis and findings be clearly explained in the Design Report. This includes, but is not limited to, options presented to the City for review, an outline of compliance/noncompliance with regulatory criteria, and results of all analyses and will include design calculations when applicable.
 2. The consultant shall establish and indicate project specific design criteria and standards within the Design Report.
 3. The consultant shall submit all design assumptions and calculations for pipe sections/pressure class.
 4. 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.
 5. In order to facilitate the intended design life for the water infrastructure, the Design Report shall evaluate and recommend preliminary horizontal and vertical alignments for utilities, roadways, project phasing and limits, and other public improvements. This shall include a desk top analysis of preliminary drainage and street profile and cross sections for arterial, collector and local streets based off of City-provided orthographic data, as required, adjacent to proposed waterline installation locations to verify that future roadway construction will not disturb the distribution mains nor create cover issues for the distribution mains;
 6. The Design Report shall provide review of compliance with Rapid City’s IDCM and Standard Specifications for construction of the project(s).
 7. The project’s geotechnical report shall be included within the Preliminary Project Design Report and include soil classifications, “N”

values, water levels, CBR's, resistivity tests, and field testing recommendations.

8. A probable opinion of construction costs shall be included. The costs shall be itemized based on the City's standard bid items, where available, and appropriate contingency item allowance. This project will be bid on unit pricing. The consultant shall develop lump sum unit pricing for individual components of the PRV Facility. It is anticipated that the contractor will be required to provide a schedule of values attached to applicable lump sum items for the PRV Facility, and the consultant will develop a specification to accommodate this.
9. The report shall include in detail, but not be limited to, a discussion of the following items identified as important Considerations requiring additional effort during design:
 - a. Water main expansion and contraction (consistent with and as noted under previous Airport water main design report)
 - b. Rapid Creek Crossing
 - c. Railroad Crossing
 - d. Highway 44 Crossing
 - e. County Road ROW and Crossings
 - f. Irrigation Ditch Crossings
 - g. Groundwater
 - h. Surface Restoration and Seed Mixtures
 - i. PRV Building Construction
 - j. Geotechnical design
 - k. Property, ROW and permanent easement acquisitions and planned procedure for property owner negotiations necessary for permanent easements including development of easement exhibits documents as follows: Consultant shall pursue meetings with each individual property owner regarding the project's ROW and permanent easement needs, noting any special or specific project issues or property owner concerns. The Consultant shall initiate ROW and/or easement procurement negotiations. The Consultant shall be required to produce and

maintain individual contact reports, and keep an active project database record of the status of individual property owner contacts for each sub-project area, including the number, date and time of phone call inquiries, to provide and deliver supporting information, as required. Consultant shall pursue individual landowner meetings towards securing the necessary permanent easement agreements. This effort will be performed in cooperation with City Staff, to include the specific wording into each agreement based upon the City requirements.

- l. Management and coordination necessary for the State SRF funding that has been secured for the project. As required, include any SRF provisions as necessary within the detailed specifications.
- m. Meet City of Rapid City Building Code requirements.
- n. In order to facilitate the intended design life for the water infrastructure, the selected consultant should anticipate using City supplied orthographic survey information and and completing a preliminary design of the future urban roadway sections within the undeveloped (rural) arterial corridors. It is anticipated that the transmission mains will be constructed in the future street ROW's per the IDCM and therefore permanent easements will be needed along the existing ROW's for the proposed transmission mains. The selected consultant for the project is anticipated to complete a preliminary arterial street design for select corridors such that future roadway construction should not disturb the transmission mains nor will it create cover issues for the transmissions mains. The preliminary design component is anticipated to consist of future typical roadway sections and alignments and design speed recommendations.
- o. Discuss Provisions for abandonment and disconnection of existing water supply systems, including ancillary equipment to avoid cross connections. Include discussion of scope and costs associated with removal of existing treatment system and well abandonment within Terra Cotta Subdivision with its associated filing of required well abandonment logs and DENR paperwork.
- p. Evaluation of 40 foot pipe sticks: Discuss provisions and allowance for use of 40 foot (vs. 20 foot standard) pipe sticks

and the recommendations to use or not use for each sub-project.

q. PRV Facility:

- i. The consultant shall provide discussion/analysis regarding the new Low Low Level PRV Station location to confirm the proposed location on City property, and a final recommendation made).
- ii. Master planning of the Low Low Level area as needed to define the service area and size the PRV Facility. Water Flow Hydraulics and Modeling scenarios and results shall be prepared and presented; Consultant shall review the City Utility System Master Plan, other available reports and consult with City staff as necessary to verify proposed water main size. Because of the future master planned needs of the area, the City anticipates that this building will likely be converted/repurposed to house a motorized control valve (MCV) that will be used to fill the future reservoir located along South Reservoir Road that will eventually supplant the need for this PRV in the future. The design shall allow for a simple transition in the future and will provide for all ancillary and appurtenant needs for the current (PRV) intended use, and the future (MCV) intended use.
- iii. Provide narrative of how the design philosophy for the facility will be met regarding functionality, economy, and minimal maintenance requirements while maintaining pleasing aesthetics.
- iv. The station will have a design life and mechanical component life in accordance with the City Infrastructure Design Criteria Manual (IDCM) Section 3.10.3 (1) and supplementary design criteria, whichever is longer. This will be identified in the report.
- v. Discussion of how the structure will be architecturally pleasing, functional, and will be designed with the local environs (within 1000 ft) in mind. Discussion of how the layout design of the PRV station should be designed

with ease of access, operation, and maintenance in mind.

- vi. The facility shall be designed and specified as an above grade structure housing the PRV setup.
- vii. HVAC options and considerations shall be considered and presented.
- viii. A cursory surge analysis shall be performed and reported for the various valve operations. The Consultant shall provide recommendations based on this analysis and incorporate surge mitigation and pressure relief into the design where required.
- ix. Discussion of how the PRV station shall be designed with security, adequate site lighting, and in a way to minimize nuisance to neighbors with regard to noise and aesthetics.
- x. Narratives will be provided illustrating the proposed PRV Facility system instrumentation and (SCADA) controls to allow for both local and remote monitoring.
- xi. The improvements shall meet the operational and maintenance requirements of the City.
- xii. The improvements and modifications shall meet SD DENR requirements.
- xiii. The structure shall be designed to meet City and State building codes..
- xiv. Consultant shall assist in all aspects of securing permanent easements and land acquisition for the PRV Facility specifically.
- xv. The facility will be built in Pennington County and not the City. A Pennington County Building Permit will be required.
- xvi. The facility shall operate un-staffed with only occasional on-site checks by City personnel. This shall be identified in the report.

- xvii. As appropriate for the project, provide low maintenance landscaping around the site to provide screening of the facility and an overall attractive and pleasant looking facility. This shall be identified in the report.
- xviii. This project will be bid on unit pricing. The consultant shall develop lump sum unit pricing for individual components. It is anticipated that the contractor will be required to provide a schedule of values attached to applicable lump sum items. The consultant will develop a specification to accommodate this. This shall be identified in the report.
- xix. The Consultant shall provide an intended table of contents (TOC) of what they intend to include in the required Operations and Maintenance (O&M) Manual for the PRV Facility. At a minimum the manual will include detailed information including startup sequence (normal, emergency), Shutdown sequence (normal, emergency), Normal Operation, Troubleshooting, etc. The Consultant shall meet with City PM and Water Operations staff to discuss what their needs and concerns are. These meeting minutes will be included in an appendix of the Design Report.
- xx. Additional requirements including but not limited to surge analysis and flow metering provisions are provided for in the Supplemental Design Criteria in Attachment Seven of the RFP.
- xxi. The Consultant shall prepare an Operations and Maintenance (O&M) Manual. The Contractor provided O&M Manual will be considered as supplementary to the O&M Manual provided herein. Detailed operations information shall be included in the O&M Manual including Startup sequence (normal, emergency), Shutdown sequence (normal, emergency), Normal Operations, Troubleshooting.

** Final design reports shall be bound utilizing a comb binder or equal. 3-ring binders are not permitted without PM's prior approval.

B. Conceptual Plans: The Consultant shall develop the Conceptual Plans for each sub-project. The Engineer shall develop sufficient types and numbers of drawings to convey the design concepts being proposed. The Conceptual Plan Sheets shall include:

1. A 22" x 34" strip map/scroll of the water main plan and profile shall be provided with each deliverable.
2. Cover Sheet – Note the index of Sheets indicating the anticipated drawing sheets shall be provided.
3. Survey Control Sheet.
4. Anticipated traffic control phasing and erosion control measures.
5. Property Layout and Land Ownership, by project area/phase.
6. Plan and Profile Sheets - Show existing and proposed utility mains and existing services, storm sewers, driveway locations, fittings. The utilities should be shown in profile as well. Design Criteria elements like future profile grades, "K" values, vertical and horizontal curve data should be included, where appropriate.
7. List of Anticipated Rapid City Standard Details that will be utilized.
8. Special Details - Conceptual layouts for special/critical elements.
9. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
10. In addition to the plan sheets mentioned above, the PRV Facility shall also include but not be limited to:
 - a. Floor, equipment, and piping plans, sections, elevations, and details.
 - b. Preliminary Schematic of P&ID.
 - c. Prepare mechanical system layouts as necessary for electrical, mechanical, and civil components of the project.
 - d. Structural Details, if modifications are necessary.
 - e. Site and grading/paving plan.
 - f. Landscaping.
11. Prepare preliminary "Engineer's Estimate" of probable construction cost for each sub-project.

C. Conceptual Specifications: The Consultant shall develop the Conceptual Specifications. The Engineer shall develop sufficient types and numbers of specifications to convey the design concepts being proposed. The Conceptual Specifications shall include:

1. The preliminary design specifications shall contain, at minimum, the following sheets:
 - a. Detailed Table of Contents including all anticipated specifications.
 - b. Major equipment specifications including but not limited to PRV, Flow meter, etc.
 - c. Preliminary Specification for the Future Motorized Control Valve etc.
 - d. Operation and control narrative.

D. Conceptual Design Deliverable

1. The Consultant shall deliver the following:
 - a. Conceptual Design Report, Conceptual Plans, and Conceptual Specifications
 - i. Submit three (3) paper copies and an electronic Word and PDF version of the Conceptual Specifications and Conceptual Design Report to City's PM for review and comment.
 - ii. Submit one (1) full size plan set and two (2) half size Conceptual Plan sets to City's PM for review/comment.

1.7 Act as the City's Agent to complete the following tasks: 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.

1.8 Private Utilities Base Plan Verification Meeting: The consultant shall 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 and to make plan revisions as needed.

1.9 Attend submittal review meeting with City staff, when necessary.

1.10 Attend Public Works and Council meetings as necessary.

- 1.11 Attend Monthly Project Meetings.
- 1.12 Project Management, Tasks 0.5, 1, 2: Generate and maintain action/decision logs, landowner contacts and sign-ups status reports, project milestone and completion goals. Oversee property owner sign-ups, utility design locate work, private utility base map meetings, coordinate survey permissions, geotechnical explorations, legal/topographic surveys and land (land agent) easement and acquisition activities. The Consultant shall submit a monthly bar chart graph showing milestone progress, and report on project percent complete vs. percent spent, and action/decision logs status to the City Project Manager with each project monthly invoice.
- 1.13 Topographic Surveys: Perform surveys for all sub-project work areas.

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 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 now be 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 disconnection and removal/abandonment limits of existing facilities with approval of City of Rapid City representative.
- 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 All applicable ADA requirements shall be outlined in the Project Design Report;
- 2.7 Provide a complete stormwater 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.

- 2.8 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, 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. The City will provide an electronic version of an aerial photo for the selected consultant's use. Coordinate with Pennington County and SDDOT Highway Officials.
- 2.9 Provide a Project Sequence of implementation and phasing plan/schedule which shall include such items as traffic control, erosion and sediment control, utility installations, paving, restoration, and construction milestones. Include a proposed water main start-up sequencing and detailed valve location/operation plan to be shown on the Construction Plans for where the new system(s) will be disconnected from the existing water sources and started up with the new City water sources. This shall also include detailed notes and wording for Contractor to coordinate with other contractor crews during WRF Facility change over to city potable water.
- 2.10 The City's Project Manager will issue a letter to the private utilities requesting their intentions as to leaving their existing infrastructure as is or if their intent is to replace all or a portion of it. If a private utility intends to replace their infrastructure, the consultant shall coordinate a location corridor for the utilities and show the proposed location on the drawings. Indicate if the private utilities intend to abandon or replace the infrastructure prior to or during this project's construction. 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.
- 2.11 Notify the City Project Manager if private utilities will need to be relocated so PM can formally notify the utilities to relocate.
- 2.12 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.
- 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.

- 2.14 Engineer shall justify, request and obtain a design exception for Infrastructure Design Criteria Manual requirements and supplemental PRV facility criteria, as needed.
- 2.15 Provide complete plans and specifications for a unit price construction contract.
- 2.16 Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards. Elaborate on guidelines as necessary.
- 2.17 Prepare and seal Easement Exhibits necessary for individual property owner agreements.
- 2.18 Staking information shall include either of the following formats:

On the Plans

- Station offsets for all items of work requiring field staking.

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 (NAVD 88) shall be provided on each sheet.

- 2.19 Address 100% submittal staff comments as necessary.
- 2.20 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.
- 2.21 Prepare any and all permits with exhibits the City will need to execute for the project, including but not limited to, County ROW permits, Highway ROW permits, County Flood Plain Permits, U.S. ACE wetlands permits.
- 2.22 Identify permits that the Contractor will be required to secure prior to construction. Identify permit costs and indicate if any permit costs are paid for directly by the City or if it is a Contractor cost. Typically all permit costs are the Contractor’s obligation except as indicated in the City’s contract front end documents.

- 2.23 Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 2.24 The Consultant will submit plans and specifications to the Department of Environment and Natural Resources for approval, and shall address any comments or corrections required, prior to the start of Task 3 Bidding phase services.
- 2.25 Consultant will include layout dimensions on plans and minimum specification provisions for individual service line and curb stop installations up to the edge of the ROW for all new or potential residential customers adjacent to an adjoining water main.
- 2.26 Prepare schematic water hook-up trouble shooting guide/form for individual property owner use to address the (who, what, where and when) for the necessary private work involving Water Service Line/Plumbing connections to their homes in compliance with City Utility Maintenance, Water Operations and State Plumbing Code requirements, during individual property owner connection switch over to the new City water source. Note: City will mail forms out to property owners in advance. Banner will collect and compile signed forms, and forward to City PM indicating sign-off of the completed installations. Sign-offs will include those from a State licensed plumber, and State plumbing inspector.
- 2.27 Project Management, Tasks 0.5, 1, 2: Generate and maintain action/decision logs, landowner contacts and sign-ups status reports, project milestone and completion goals. Oversee property owner sign-ups, utility design locate work, private utility base map meetings, coordinate survey permissions, geotechnical explorations, legal/topographic surveys and land (land agent) easement and acquisition activities. The Consultant shall submit a monthly bar chart graph showing milestone progress, and report on project percent complete vs. percent spent, and action/decision logs status to the City Project Manager with each project monthly invoice.
- 2.28 Project Meetings.
 - A. Attend monthly progress and/or submittal review meetings.
 - B. Consultant Internal meetings.
- 2.29 Deliver the following:
 - A. Intermediate Submittal (For the PRV Facility specifically, and other project segments as required)**
 - A 22" x 34" strip map/scroll of the plan and profile shall be provided with each deliverable.
 - Provide Three (3) hard copies and a PDF version of the Intermediate Design Services submittal. The submittal shall consist of the complete plans, specifications, contract documents, and opinion of probable construction cost to the City's PM for review. Report

may not be required for this submittal. The intermediate 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 ready for review and comment.

- Provide the City the opinion of probable construction cost as a unit price cost estimate on CD in Microsoft XP or previous version on the City “Engineer Estimate” form.
- Print and submit for City use one (1) copies of plans/drawings at 22” x 34” scale , and three (3) half size copies of plans/drawings for distribution to City departments for review.

B. Final Submittal

Deliver the following:

- A strip map/scroll of the water main plan and profile shall be provided with each deliverable.
- Provide three (3) hard copies and a PDF version of the Final Design Services submittal. The submittal shall consist of the Final Project Design Report or Facility Plan. . 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. **Final design reports shall be bound utilizing a comb binder or equal. 3-ring binders are not permitted without PM’s prior approval.
- The Consultant shall develop and submit the Final Plans, specifications, contract documents, and opinion of probable construction cost to the City’s PM for review for each sub-project.
- 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 the opinion of probable construction cost as a unit price cost estimate on CD in Microsoft XP or previous version on the City “Engineer Estimate” form.
- Print and submit for City use one (1) copies of plans/drawings at 22” x 34” scale , and three (3) half size copies of plans/drawings for distribution to City departments for review.

C. Draft Operation and Maintenance Manual (PRV Facility)

Deliver the following:

- The Draft O&M Manual should be now titled “*Enter Name of Facility* Operation and Maintenance Manual” and be a standalone document. It is envisioned that the original Design Report shall contain a reference to the separate standalone document.
- It is expected that the O&M Manual will be finalized at the end of Construction Services; however, the Draft O&M Manual shall be submitted with the Final Design Report. It is not expected that the portions of the O&M that need to be completed once the facilities are constructed need to be complete in the Draft.
- Provide Four (3) hard copies and a PDF version of the Draft Operations and Maintenance Manual. PDF version shall provide the capability of selecting and going to different sections of the manual. Final Version of this submittal will not occur until the Facility has been constructed (under Task 5 services).

D. Bid Documents/Approved Submittal

Deliver the following:

- Provide one (1) copy and a PDF version of bid documents including complete plans, specifications, and Engineer’s Estimate of probable construction cost for each sub-project to the City’s PM for City distribution. Items shall be stamped and signed by a Professional Engineer.
- Provide complete plans on CD compatible with AutoCAD Release 2010 or newer format.
 - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
- Provide the City complete specifications and contract documents on CD in Microsoft Word XP or previous versions.
- Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City “Engineer’s Estimate” form.

- Provide Engineer's Estimate of probable construction costs as a component of this submittal.
- Print and distribute three (3) copies of the approved and stamped Final Design Services Deliverable. The submittal shall consist of the Final Project Design Report or Facility Plan, complete plans, specifications, contract documents, and opinion of probable construction cost to the City's PM. **Final design reports shall be bound utilizing a comb binder or equal. 3-ring binders are not permitted without PM's prior approval.
- Print and distribute five (5) copies of plans/drawings to the City of Rapid City at 11" x 17" scale for construction services personnel.

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. Prepare an agenda and attendance roster, and record attendance and minutes. Distribute meeting minutes copies to only Consultant and City. An example of an agenda is enclosed as Attachment Five for your information.
- 3.4 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 and review and sign the City Engineering Services prepared Bid Tab, prepare an award recommendation letter to the City of Rapid City PM, and sign a City Engineering Services prepared Award Summary.
- 3.7 Prepare "As Built" plans and specifications. A hard copy of "As Built" plans and specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Consultant will provide PDF's and CAD files on a CD or DVD. The digital submittal must be compatible with AutoCAD Civil 3D 2010, or newer, and contain all files and data packaged in a format that will allow City personnel to seamlessly open "As Built" drawings. The Consultant will work with the City CAD technician, in person, to demonstrate the CAD file operation and compatibility with City CAD software. If the Consultant is hired for Tasks 4 and 5, "As Built" plans and specifications shall be provided thirty (30) days following project acceptance. However, if the Consultant is not hired for Tasks 4 and 5, "As Built" plans shall be provided thirty (30) days following the Consultants receipt of City markups/redlines. The Consultant will be paid for this work in advance, on the last invoice, but is required to complete the work at a later date per the contract, even if the Consultant has billed 100% of the contract and the City has closed the contract.

All "As Built" plans and specifications, believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance, which shall read, "I (insert Engineer of Record's name) Certify that the As Built drawings and specifications contained here within, to the best of my knowledge, represent the constructed project. 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" shall be signed and dated by the Engineer of Record.

SUMMARY OF PROJECT TEAM, MEETINGS, AND SUBMITTALS

6.1 Project team members will include:

- The Consultant, and subconsultants
- City Engineering Services staff
- Water Operations Division staff
- Utility Maintenance Division (Service area and O&M related issues)
- Water Division
- State SRF Representatives

6.2 Meetings requiring the Consultant’s participation will likely include, but may not be limited to the following: (Agendas and Minutes may be electronically transmitted)

- Kick-off meeting, Task 0.5
- Attend Sanitary District Board Meetings, Task 0.5.
- Attend Public meeting Open Houses, Task 0.5.
- Consultant Meetings with Individual Property owners for Service Agreement sign-ups), Task 0.5.
- TS &L Submittal Review Meeting, Task 0.5.
- Monthly Progress Meetings, Task 1 and 2.
- Consultant’s Land Agent meetings with Individual property owners, to negotiate and secure permanent easement agreements, Task 1.
- Conceptual Design Report and Hydraulics Summary submittal review meeting, Task 1.
- Base Plan Verification Meeting with Private Utility Representatives, Task 1.
- PRV Facility and Intermediate Review Meeting with City Water Operations Personnel, Task 2.
- Submittal Review Meetings, Tasks 1 and 2.
- Valve Operation and System Start-up Sequencing Planning Meeting, Task 2.
- Contacts with, and submittals to, State DENR SRF Funding representatives, as required. Task 1 and 2.

- Note: Standard PSA and door knob notifications to property owners are planned just prior to the beginning of construction and will be Contractor responsibility as specified by Plan Notes.
- 100% Plans, Specifications, and Contract Documents review, Task 2. (This submittal is made when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost documents are complete).
- Prebid Conference(s), Task 3.

6.3 Refer to specific Tasks for detailed information pertaining to Submittals. Submittals generally include (refer to detailed information in RFP and Attachment One for more detailed information):

- Kick-off meeting agenda, meeting minutes. Task 0.5.
- Planned Procedure for Property Owner Negotiations. Task 0.5.
- Property Owner Guidance Documentation. Task 0.5.
- Provide and distribute Public Open House attendance sheets. Task 0.5.
- Provide and maintain Property owner's Agreement for Service sign-up sheets and submit a summary of results based on sign-up PW Director established 75% threshold criteria. Task 0.5.
- Maintain Subsequent Individual Property Owner contact reports. Task 0.5 and 1.
- TS&L (WRF Alignment) Technical Memorandum Submittal, Task 0.5.
- Title Company Quotations Submittal, Task 1. (for separate City procured services).
- Conceptual Design Report/Plans/Preliminary Review Submittal, including meeting minutes. Task 1.
- Base Plan Verification Submittal, with Private Utility Co. Representatives, including meeting minutes. Task 1.
- Draft Easement Exhibits. Task 1.
- Intermediate Plan Submittal. Task 2.
- Sealed Easement Exhibits. Task 2.
- Home Owner "Avoiding Cross Connects" Guide/Sign-Off Sheet Submittal. (To be distributed by City staff to individual homeowners). Task 2.

- Provide Final supporting project cost calculations submittal, after construction close out and final payment(s), for surcharge fee to be applied to benefitting property owners within the East Rapid City Water System zone area. Task 3.

Project Management, Tasks 0.5, 1, 2: The following additional and related services shall be performed:

- i. Coordinate Kick Off meeting.
 - ii. Attend Board Meetings.
 - iii. Set up Public Open House Meetings.
 - iv. Coordinate content and timing of mailings, meeting locations and times.
 - v. Generate All Meeting Agendas and Meeting Minutes.
 - vi. Review and submittal of Landowner guidance documents.
 - vii. Verification that QA/QC Work has been completed prior to delivering each Sub-Project and Phase Deliverable.
 - viii. Generate and maintain property owner database/map. Tracking of contact hours, calls and Travel Time to meet with individual landowners.
 - ix. Review and checking of all Draft/Final Easement Exhibits.
 - x. Submittal of Plans to SD DENR SRF Funding office for Final Review and Comment prior to Bidding.
 - xi. Track status of all permitting agency submittals and requests for information.
 - xii. Address all permitting agencies and funding office questions, comments and concerns on behalf of the City. Maintain contact reports.
 - xiii. Conduct weekly status update calls with the City P.M.
 - xiv. Advise City P.M. of schedule delays and recommend adjustments.
 - xv. Prepare Final Construction Schedule recommendations, and review any Special Bid Conditions with City.
- Potentially related services Not Included in the Consultant’s scope/fee—for clarification:
 - No Changes or amendments to the Project SRF Facility Plan Report (Dated March 26, 2014) written by CETEC Engineering are included.
 - Title Company work efforts by the Title Company and costs for the Title Company are not included.
 - Addressing individual post construction customer complaint calls are not included.
 - Start-Up Phase services are not included in Task 0.5 to 3.0 services.
- Final (100%) Project Design Report, Plans, Specifications, and Cost Estimate Submittal: (Note*** This submittal is made when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost documents are complete), Final design reports shall be bound utilizing a comb binder or equal. 3-ring binders are not permitted without project manager’s prior approval, under Task 2 including meeting minutes.

- Bid Documents/Approved Submittal (Report, Plans, Specifications, and Engineer’s Estimate of probable construction cost). Final design reports shall be bound utilizing a comb binder or equal. 3-ring binders are not permitted without PM’s prior approval. Task 2 including meeting minutes.
- Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer’s Estimate of probable construction cost, Task 2.
- Draft Operation and Maintenance Manual, Task 2.
- Pre-bid conference meeting agenda and minutes, Task 3.
- Bid Tab review and award recommendation, Task 3.

Deliverables shall be identified on the schedule to be developed by the Consultant. The Consultant shall provide agendas for meetings (3 working days) prior to the meeting for City PM review and approval. The consultant shall deliver all meeting minutes within **72** hours of the meeting. The Consultant shall allow 10- 15 working days for City review of the Project Design report and Preliminary Design submittal, the Intermediate Design Submittal and the Final (100%) Design Submittal.

EXHIBIT "B"
Agreement for Pre-Design, Preliminary, Final and Bidding
Phase Services

East Rapid City Water System Expansion
Project No. 13-2107/CIP 50964

TASK I.D.	TASK OUTLINE	TASK SUBTOTAL
	TASK 0.5: PRE DESIGN SERVICES	
1.1	Kick-Off Conference (Preparation And Meeting)	\$6,961
1.2	Review background information	\$3,437
1.3	Perform Court House and table top research	\$3,762
1.4	Develop Questionnaire/Invitation	\$2,148
A	Attend Board Meetings	\$2,052
B	Prepare Guidance Documents	\$3,924
C	Prepare and Conduct Open House Meetings	\$3,852
D	Follow-up Landowner Contacts	\$630
E	Follow-up Landowner Meetings	\$3,540
F	Sign-up Results Summary Submittal	\$672
G	Title Company Quotes, Requests, Results	\$1,302
1.5	Separate Project into 3-4 Sub-projects	
A	Desktop Surveys	\$5,098
B	Planned Procedure for Property Owner Negotiations	\$1,098
C	WRF facility water main alignment alternative study	\$7,326
D	Existing Water main connection/valving placements study	\$2,852
E	Project Manage for PreDesign Phase	\$4,452
	Subtotal	\$53,106
	Subconsultants (not included in above totals)	At Cost
	1 W&D Right-of-Way Services	\$2,000
	Subconsultants Total	\$2,000
	Task 0.5 Total	\$55,106

EXHIBIT "B"
Agreement for Pre-Design, Preliminary, Final and Bidding
Phase Services

East Rapid City Water System Expansion
Project No. 13-2107/CIP 50964

TASK I.D.	TASK OUTLINE	TASK SUBTOTAL
1.6	TASK 1: CONCEPTUAL DESIGN SERVICES	
A	Design Report	
A.1	Develop & Submit TOC for Conceptual Design Report	\$1,356
A.2	Design Criteria and Standards	\$1,014
A.3	Piping Design Assumptions	\$1,666
A.4	Design Life and Design Resources Summary	\$1,066
A.5	Recommended P&P alignments and cross sections	\$9,564
A.6	Review of compliance to Rapid City IDCM and Specifications	\$1,120
A.7	Incorporation of Geotechnical Report	\$966
A.8	Opinion of probable construction costs	\$3,206
A.9	Detailed Report Contents (a to q task items)	\$41,603
B	Conceptual Plans	
B.1	Strip maps/scrolls	\$2,016
B.2	Individual Sub-project cover sheets	\$1,578
B.3	Survey Controls	\$1,284
B.4	Traffic/Erosion Controls	\$5,652
B.5	Property Layout and Ownership	\$2,742
B.6	Plan and Profile Sheets	\$42,395
B.7	List of City Details	\$504
B.8	Special Details	\$972
B.9	Drafting Standards	\$1,152
B.10	PRV Facility/Building and Site Design	\$13,532
B.11	Engineer's Estimate(s) by sub-project	\$3,132
C	Conceptual Specifications	
C.1	Preliminary Design Specifications Submittal	\$2,968
D	Conceptual Design Deliverable	
D.1	Deliver Conceptual report, plans and specifications	\$1,530
1.7	City's Land Agent Representative/Coordination	\$2,388
1.8	Base Plan Verification Meeting(s)	\$1,512
1.9	Attend Submittal Review Meetings	\$4,740
1.10	Attend PW and Council Meetings	\$324
1.11	Attend Monthly Project Meetings	\$4,840
1.12	Project Manage for Conceptual Design Stage	\$6,708
1.13	Topographic Surveys	\$43,348
	Subtotal	\$204,878
	Subconsultants (not included in above totals)	At Cost
	1 W&D Right-of-Way Services	\$8,000
	2 Mettler-Sichmeller Engineering	\$3,894
	Subconsultants Total	\$11,894

EXHIBIT "B"
Agreement for Pre-Design, Preliminary, Final and Bidding
Phase Services

East Rapid City Water System Expansion
Project No. 13-2107/CIP 50964

TASK I.D.	TASK OUTLINE	TASK SUBTOTAL
	Task 1 Total	\$216,772

TASK 2: FINAL DESIGN SERVICES		
2.1	Address City Comments to Design Report	\$3,998
2.2	Project/Property Line Ownership Layouts	\$2,610
2.3	Determine Removal Limits	\$2,838
2.4	Incorporate Geotechnical Recommendations	\$906
2.5	Incorporate Design Features	\$3,802
2.6	Outline of ADA Features/Requirements	\$906
2.7	Storm Water Pollution Plan Narratives/Details	\$3,768
2.8	Traffic Control Plans/Coordination	\$5,280
2.9	Project Sequence/Phasing Plans	\$4,816
2.10	Private Utilities Letters/Base Map Verification	\$2,298
2.11	Notification of Utility Relocates	\$570
2.12	Review of Design Exceptions	\$441
2.13	Detailed Specifications	\$9,826
2.14	Design Exceptions Requests	\$974
2.15	QA/QC for complete unit price construction contract(s).	\$9,660
2.16	Detailed Plans-- Conformance with City Drafting Standards	\$42,236
2.17	Easement Exhibits- Sealed	\$15,556
2.18	Staking Information (and City benchmarks) on the Plans	\$1,440
2.19	Address City Comments	\$4,240
2.20	Certification Statements of Conformance for Submittals	\$984
2.21	Prepare Owner executed permits, and submittals	\$6,840
2.22	Contractor procured permits summary notes/details	\$1,296
2.23	Final Engineer's Estimate(s)	\$3,006
2.24	DENR SRF Submittal(s)	\$926
2.25	Individual Service Line Layouts	\$4,716
2.26	Property Owner Schematic Hook-up Guide/Forms & Collect	\$3,532
2.27	Project Manage for Final Design Stage	\$5,808
2.28	Project Meetings	
A	Monthly/Review Meetings	\$5,660
B	Consultant Internal Meetings	\$2,894
2.29	Deliver the Following:	
A	Intermediate Submittal(s)	\$2,012
B	Final Submittal(s)	\$4,656
C	Draft O&M Manual	\$1,490
D	Bid Documents/Approved Submittal(s)	\$3,814
Subtotal		\$163,799

EXHIBIT "B"
Agreement for Pre-Design, Preliminary, Final and Bidding
Phase Services

East Rapid City Water System Expansion
 Project No. 13-2107/CIP 50964

TASK I.D.	TASK OUTLINE	TASK SUBTOTAL
	Subconsultants (not included in above totals)	At Cost
1	W&D Right-of-Way Services	\$20,800
2	American Engineering and Testing	\$24,650
3	Mettler-Sichmeller Engineering	\$7,230
	Subconsultants Total	\$52,680
	Task 2 Total	\$216,479

TASK 3: BIDDING SERVICES		
3.1	Submit Information for Bid Advertisement	\$570
3.2	Provide Plan Set(s) Quality Check	\$648
3.3	Pre-Bid Conference, respond to questions	\$6,272
3.4	Prepare and issue addenda	\$6,468
3.5	Attend Meetings	\$0
3.6	Review Bidder's Proposals	\$1,254
3.7	Prepare "As Built" plans and specifications	\$9,364
3.8	Front Ends for State DENR SRF Funding Requirements	\$1,874
	Subtotal	\$26,450
	Subconsultants (not included in above totals)	At Cost
1	Mettler-Sichmeller Engineering	\$3,760
	Subconsultants Total	\$3,760
	Task 3 Total	\$30,210

Total Fee, Including Sub-Consultants (2015 \$\$)	\$518,567
2016 Billing Rate and Reimbursable Adjustment	\$2,393
BANNER REIMBURSABLES - ESTIMATED	\$13,000
Total Fee w/Reimbursables and Subconsultants	\$533,960

EXHIBIT "C"
SCHEDULE OF LABOR RATES AND EXPENSES
East Rapid City Water System Expansion Project

EMPLOYEE CLASSIFICATION	ID	2015 Rate/Hr	2016 Rate/Hr	2017 Rate/Hr
Sr. Project Manager ...	2057	\$162.00	\$167.00	\$172.00
	2087	\$129.00	\$133.00	\$137.00
Project Manager	2043	\$124.00	\$128.00	\$132.00
	1759	\$109.00	\$112.00	\$115.00
Project Engineer/ Designer	1758	\$100.00	\$103.00	\$106.00
	2021	\$ 87.00	\$ 90.00	\$ 93.00
	2123	\$ 94.00	\$ 97.00	\$100.00
	2109	\$ 85.00	\$ 88.00	\$ 91.00
Staff Engineer/ Designer	2138	\$ 71.00	\$ 73.00	\$ 75.00
	2140	\$ 66.00	\$ 68.00	\$ 70.00
	2142	\$ 78.00	\$ 80.00	\$ 82.00
	2147	\$ 63.00	\$ 65.00	\$ 67.00
CADD Manager	1701	\$ 84.00	\$ 87.00	\$ 90.00
Sr. CADD Technician	1658	\$ 76.00	\$ 78.00	\$ 80.00
CADD Technician	2025	\$ 66.00	\$ 68.00	\$ 70.00
CADD Drafter	2124	\$ 56.00	\$ 58.00	\$ 60.00
Survey Manager	2101	\$ 94.00	\$ 97.00	\$100.00
Land Surveyor	2105	\$ 66.00	\$ 68.00	\$ 70.00
	2076	\$ 58.00	\$ 60.00	\$ 62.00
	2126	\$ 57.00	\$ 59.00	\$ 61.00
	2115	\$ 54.00	\$ 56.00	\$ 58.00
Administrative	2085	\$ 42.00	\$ 43.00	\$ 44.00
Summer/Part-time/Temporary	2122	\$126.00	\$130.00	\$134.00
	2143	\$ 51.00	\$ 60.00	\$ 62.00

1. Transportation at \$0.55 per mile in addition to the above hourly rates.
2. Meals at State Rates.
3. Lodging at actual cost.
4. Reproduction:

Photocopy	\$0.07/Copy
Color Copies	0.30/Copy
Black & White Laser Prints.....	0.15/Sheet
Vellabond & Plain Paper Plots	0.50/Sq.Ft.
Mylar Film Copies and Plots.....	1.00/Sq.Ft.
5. Subcontracts..... Actual Cost
6. All other direct project expenses at actual cost of materials.