

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

Date: July 2, 2015

**Project Name & Number:** E. Idaho, E. Nevada, Ivy Street & Utility Reconstruction Project 15-2253 and Willow, Ivy, E. Fairlane Street & Utility Reconstruction Project 15-2254  
**CIP #:** 50421.3-1A & 1B

**Project Description:** Reconstruct water & sewer mains & services, streets, and drainage improvements. Provide a master plan of Robbinsdale Park

**Consultant:** Sperlich Consulting, Inc.

**Original Contract Amount:** \$725,134.50      **Original Contract Date:** 7/20/15      **Original Completion Date:** 2/28/18

**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
\$69,532.00	833	4223	604	
\$32,721.00	933	4223	602	
\$274,038.50	8910	4223	505	
\$32,721.00	8911	4223	505	
\$165,272.00	8912	4223	505	
\$150,850.00	7402	4223	609	
\$725,134.50	<b>Total</b>			

**Agreement Review & Approvals**

*Keith Johnson*      7/2/15  
 Project Manager      Date

*Amber Stice*      7/8/15  
 Compliance Specialist      Date

\_\_\_\_\_  
 City Attorney      Date

*Paul Tom*      7-7-15  
 Division Manager      Date

*TW*      7-9-15  
 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	Initials	Approved
7/10/15	<i>JS</i>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Cash Flow		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N

**Agreement Between City of Rapid City and Sperlich Consulting, Inc. for Design  
and Bidding Professional Services for**

**E. Idaho Street, E. Nevada Street, Ivy Avenue Street and Utility Reconstruction  
and Meade/Hawthorne Drainage Element 221 Improvements  
Project No. 15-2253 and**

**Willow Avenue, Ivy Avenue, E. Fairlane Drive Street and Utility Reconstruction  
Project No. 15-2254**

AGREEMENT made \_\_\_\_\_, 20\_\_\_\_, between the City of Rapid City, SD (City) and Sperlich Consulting, Inc., (Engineer), located at 821 Columbus Street Rapid City, SD 57701. City intends to obtain services for design and bidding for E. Idaho Street, E. Nevada Street, Ivy Avenue Street and Utility Reconstruction and Meade/Hawthorne Drainage Element 221 Improvements Project No. 15-2253 CIP No. 50421.3-1A and Willow Avenue, Ivy Avenue, E. Fairlane Drive Street and Utility Reconstruction Project No. 15-2254 CIP No. 50421.3-1B. The scope of services is as described within this document and as further described in Exhibits A, B and C (attached).

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project and as further defined in Exhibits A, B and C (attached), serve as the City's professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

**Section 1—Basic Services of Engineer**

**1.1 General**

- 1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.
- 1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of



service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.

- 1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.

## 1.2 Scope of Work

The Engineer shall:

- 1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.
- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibit A.)
- 1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.
- 1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

## Section 2—Information Provided by City

The City will provide any information in its possession for the project at no cost to the Engineer.

## Section 3—Notice to Proceed

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

## Section 4—Mutual Covenants

### 4.1 General

- 4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the



other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.

- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.



- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.

- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer's documentation will be in a format consistent with general accounting procedures.
- 4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.
- 4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding sub-contractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not



limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.

- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.
- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

## 4.2 City of Rapid City NonDiscrimination Policy Statement

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is



made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

## **Section 5—Payments to the Engineer**

### **5.1 Schedule of Pay Rates**

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer's hourly and reimbursable rate schedule described in Exhibit C.

### **5.2 Fee**

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$725,134.50 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

### **5.3 Progress Payments**

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month per the hourly rates and allowable reimbursable as established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

## **Section 6—Completion of Services**

The Engineer shall complete services on or before February 28, 2018 based on an award date of July 20, 2015.



## **Section 7—Insurance Requirements**

### **7.1 Insurance Required**

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

### **7.2 Cancellation**

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

### **7.3 City Acceptance of Proof**

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

### **7.4 Specific Requirements**

7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.

7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.

7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as





broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than \$1,000,000 each occurrence and not less than \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.

### **Section 8—Hold Harmless**

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

### **Section 9—Independent Business**

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

### **Section 10-Indemnification**

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer's negligence.

### **Section 11-Controlling Law and Venue**

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7<sup>th</sup> Judicial Circuit, Pennington County.



**Section 12-Severability**

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

**Section 13—Funds Appropriation**

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

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

**City of Rapid City:**

**Engineer:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
SPERLICH CONSULTING, INC.

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

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

ATTEST:

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

**Reviewed By:**

\_\_\_\_\_  
PROJECT MANAGER

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



CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

NAME Keith Johnson  
PHONE 605-394-4154  
EMAIL keith.johnson@rcgov.org

ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE

NAME Kale McNaboe  
PHONE 605-721-4040  
MAIL kale.mcnaboe@sperlichconsulting.com



## **EXHIBIT A**

**E. Idaho Street, E. Nevada Street, Ivy Avenue Street and Utility Reconstruction and Meade/Hawthorne Drainage Element 221 Improvements  
Project No. 15-2253 / CIP No. 50421.3-1A**

**Willow Avenue, Ivy Avenue, E. Fairlane Drive Street and Utility Reconstruction  
Project No. 15-2254 / CIP No. 50421.3-1B**

### **BACKGROUND:**

The project location is anticipated to include the street reconstruction of E. Idaho Street and E. Nevada Street between Willow Avenue and Ivy Avenue; Willow Avenue between E. Oakland Street and Ivy Avenue; Ivy Avenue between E. Oakland Street and E. Fairlane Drive; and E. Fairlane Drive between Elm Avenue and Ivy Avenue. The project also includes the reconstruction of the detention cell located in the northwest portion of Robbinsdale Park. Additionally, a Park Master Plan is to be developed for Robbinsdale Park.

The City of Rapid City Public Works Department, Engineering Services Division, has determined a need to secure professional design services including Preliminary Design Services, Final Design Services, Bidding Services, Basic Construction Services, and Expanded Construction Services for the:

**E. Idaho Street, E. Nevada Street, Ivy Avenue Street and Utility Reconstruction and Meade/Hawthorne Drainage Element 221 Improvements**

and

**Willow Avenue, Ivy Avenue, E. Fairlane Drive Street and Utility Reconstruction**

The selected consultant is anticipated to provide design services and construction services, in the described project location, related to constructing or reconstructing the sewer mains, water mains, drain pans, curb & gutter, ADA compliant handicapped ramps, and detention cell. The existing sewer mains are vitrified clay pipe and have exceeded their design life. Additionally, non-conforming service lines will be addressed if applicable. Temporary construction easements may be required for the replacement of service lines, curb stops, and grading purposes. Additionally, permanent & temporary easements may be required to install handicap ramps. The consultant will be required to prepare exhibits and provide copies of deeds so the City can prepare the easement documents. The consultant will be responsible for obtaining the easements.

A master plan is also anticipated for Robbinsdale Park. This master plan will give a general outline of possible items to implement in the park at a future date. Furthermore, the existing park will be analyzed for extents of the previous landfill that was located around this area. Items such as leachate and methane gas emissions will be analyzed to determine the suitability of future projects in the park.

City staff from the Engineering Services Division and the Utility Maintenance Group will be available to assist in providing information for this project.

Sperlich Consulting, Inc. was selected through the City's "Consultant Selection" process to provide engineering services for Task 1 through Task 3 for the above referenced project. Tasks 4 and 5 may be combined as a separate contract.

It should be noted that this project has been separated into the following three (3) primary design categories: Civil Design, FEMA/Detention Pond Design, and Robbinsdale Park Master Plan. Each of these categories has its own dedicated tasks and responsibilities. The following is a detailed description of these tasks and responsibilities and outlines what is expected. Additionally, Sperlich Consulting has sub-contracted American Engineering and Testing and 42<sup>nd</sup> Street Design Studio to consult with respects to the geotechnical analysis and master planning portions of these design categories.

### **Civil Design (Road and Utility)**

This category includes all engineering, drafting, and surveying required to successfully complete construction plans for bid on the road reconstruction portions of this project. This includes both Project No. 15-2253 and 15-2254. This project area's location is generally described as the areas west of Robbinsdale Park. A brief description of main responsibilities are given below.

1. Reconstruct the existing 8" VCP sanitary sewer mains in E. Idaho Street, E. Nevada Street, Ivy Avenue and Willow Avenue with new eight inch (8") sewer mains. Reconstruct the sanitary sewer service lines to the property lines.
2. Reconstruct the existing water main in E. Nevada with minimum sized water mains as stipulated in the Infrastructure Design Criteria Manual. The City will provide sizing requirements for water mains. Reconstruct the water service lines to the property lines and install new curb stops. Reconstruct the existing water main extending approximately 500 feet east from the intersection of Ivy and E. Fairlane to the 8" PVC Robbinsdale Park water main. The remainder of the existing water mains within the project limits are PVC and no improvements are anticipated. The Consultant will also provide construction plans to add cathodic protection to existing water mains and services if deemed applicable by the City.
3. Determine if storm sewer needs to be installed in the streets included in Project 15-2253. If needed, the storm sewer is anticipated to outlet into Robbinsdale Park at the end of E. Idaho Street. Pipe sizes and inlet locations shall be determined, if needed. In particular, the need for inlets in the intersections of Ivy and E. Idaho and Ivy and E. Nevada are to be evaluated, however, other inlets and storm sewer may be required.
4. Reconstruct the streets with new curb and gutter and pavement. Design the pavement section and street geometry. The existing streets are wider than current design criteria require and it would be the intention to narrow the street section to comply with the I.D.C.M. with the exception of E. Fairlane Drive which will remain the same width as it currently is. Evaluate the pavement types and determine if it would be beneficial to bid

alternates for the pavement types and pavement sections (PCC and Asphalt). The City is promoting the bid alternates in cases where equivalent structural pavement sections can be developed and bid. Determine if edge drains and possibly groundwater drains should be installed. Some of the streets have curbside sidewalks which will be moved to property line sidewalk and be made ADA compliant. The City could consider minimum boulevard widths as identified in the I.D.C.M. in cases where property line sidewalk is costly and technically not feasible due to topography. There are trees that may interfere with the installation of property line sidewalk and the consultant will be responsible for contacting the homeowners and informing them about the project and of the City's tree replacement policy.

Below, are itemized tasks and services that are necessary to complete the project. A brief description is provided on each tasks conveying responsibilities of the prime-consultant and its sub-consultants if needed. It was assumed for the purposes of the Road and Utility reconstruction that Sperlich Consulting will responsible for all tasks with the exception of preparing and conducting the geotechnical analysis and reports. This task will be the responsibility of American Engineering and Testing.

**TASK 1 - PRELIMINARY DESIGN SERVICES:**

- 1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. The consultant shall prepare an agenda, take minutes, and distribute minutes.
- 1.2 Review background information and any other resources as necessary. Additionally, this task will include determining locations of water and sanitary sewer services. This investigation will be conducted under the guidelines below:

**Water Services**

- A. Rapid City Utility Maintenance will provide locating services for all water mains.
- B. Rapid City Utility Billings and Service will operate curb stops to verify individual water connections. City will be responsible for repairing broken or inoperable curb stops.
- C. Engineer will coordinate and schedule with Rapid City Billing and Service and shall be responsible for notifying property owners of temporary water shutoffs and request for entry into structures to verify shutoffs.
- D. Water service to structures will be verified by the Engineer following closing of the curb stop. Verification will at a minimum require operating and outside hose bib valve to ensure water is shut off by the curb stop.
- E. Water services will be located by Engineer's utility locating subcontractor using available tracer wire or by connecting to metallic water service components inside of each structure.

**Sanitary Sewer Services**

- A. Rapid City Utility Maintenance will provide locating services of all sanitary sewer mains. City will flush sanitary sewer mains as necessary prior to CCTV work.

- B. Rapid City Utility Maintenance will provide a vacuum truck and operator in the event that the vertical location of a sanitary sewer service is in question or in potential conflict with proposed facilities.
- C. The Engineer will retain the services of a third party to provide video inspection of sanitary sewer services.
- D. Sewer services will be inspected view recorded CCTV from each structure to the sanitary sewer main using a locator. Location of the sanitary sewer camera/service lines will be recorded on the ground service using GPS survey equipment. Engineer sub-consultant will flush sanitary sewer services prior to CCTV inspection.
- E. If necessary, the third party inspection company may be required to CCTV the sewer main at tap locations and the Engineer will operate a fixture(s) inside each structure to verify service connection locations.
- F. To resolve conflicting information, the Engineer and/or its sub-consultant may utilize dye tablets to determine sewer service tap locations.
- G. Sewer main and sewer service CCTV inspection will be completed according to NASSCO standards.

1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates. Additionally, all vertical elevations will be on the NAVD88 datum. This work is subcategorized in A-E below.

1.3A Verify and set survey control points around and in the project area.

1.3B Conduct a boundary survey of the project area.

1.3C Perform a topographic survey which includes verifying buried utility locations and existing property corners.

1.3D Verify and calculate right-of-way of each street. Plat documents, easements, and site surveys will be utilized to verify right-of-way widths and locations.

1.3E Convert survey data to South Dakota state plane coordinates.

1.4 Develop and distribute a survey questionnaire to property owners adjacent to proposed construction areas approximately 3 months or more ahead of soliciting bids for construction. The questionnaire should be developed to obtain information on site-specific concerns such as landscaping or irrigation systems, service line locations, special needs such as access considerations during construction, or history of utility or infrastructure problems at the property. Questionnaires would be returned to and evaluated by the consultant, who would follow up with appropriate individual contact with property owners prior to completion of 100% plans and contract documents to review project considerations that may be addressed or mitigated by the project work. This work may be better completed under Task 2 and shall be established during contract negotiations. Arrange and conduct public and /or affected property owners meetings.

1.5 Meet with individual property owners regarding ROW and permanent and temporary easement needs and regarding specific project issues and components such as tree replacement.

1.6 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.

1.7 Collaboration between the Engineer and City. The engineer will ensure that the needs and wants of the City are conveyed to this reconstruction project. Additionally, if any future improvement are wanted it shall be incorporated into the construction plans to ensure its constructability in the future. Future road extensions or parking lots entrances into the park shall be evaluated if deemed necessary.

1.8 Conceptual Design Submittal  
The Conceptual Design Submittal shall generally consist of the following documents:

1.8A **Conceptual Design Report**

Prepare a Conceptual Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report (including ADA requirements). The consultant shall submit all design assumptions for pipe sections, water, sewer, and storm sewer locations, pavement sections, etc. The Consultant shall include design life, design criteria, and reference of design resources. The Consultant shall use the City Infrastructure Design Criteria Manual to establish design criteria and standards.

The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report. Use the City Infrastructure Design Criteria Manual to establish design criteria and standards. The Conceptual Design Report shall provide review of compliance with City's Standard Specifications for construction of the projects. Identify the existing right-of-way (ROW) location and any ROW or easements necessary for the Project. Include size and extent of such ROW and easements and contact information of property owners.

Identify all non-conforming water and sewer service lines and include a map showing a proposed solution to making them conform with the City's current standards.

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

Additional tasks have been subcategorized below in A.1 through A.6.

1.8A.1 Prepare a Conceptual Water System Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report. The Consultant shall include design life, design criteria, and reference of design resources. The Consultant shall use the City Infrastructure



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

1.8A.2 Prepare a Conceptual Sanitary Sewer System Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report. The Consultant shall include design life, design criteria, and reference of design resources. The Consultant shall use the City Infrastructure Design Criteria Manual to establish design criteria and standards. The Conceptual Design Report shall provide review of compliance with City's Standard Specifications for construction of the project(s). Any deviations from the Infrastructure Design Criteria Manual require the granting of an exception.

1.8A.3 Prepare a Conceptual Storm Sewer System Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report. The Consultant shall include design life, design criteria, and reference of design resources. The Consultant shall use the City Infrastructure Design Criteria Manual to establish design criteria and standards. The Conceptual Design Report shall provide review of compliance with City's Standard Specifications for construction of the project(s). Any deviations from the Infrastructure Design Criteria Manual require the granting of an exception.

1.8A.4 The Conceptual Road Design shall evaluate and recommend pavement design. The project's geotechnical report shall be included within the Conceptual Project Design Report and include soil classifications, N values, water levels, proctors, CBR's, resistivity tests, pavement design, and testing recommendations. The Consultant shall elaborate on other project components as necessary. The road design also includes the incorporation of recommended AASHTO horizontal and vertical alignments along the street section.

1.8A.5 The consultant will provide possible engineering solutions to sidewalk heaving that has been experienced throughout all of Rapid City. The consultant will provide these applicable solutions to the City and a recommendation for trials of these solutions will be elected by the City.

1.8A.6 A preliminary Engineer's estimate of probable construction costs will be included in the design report.

1.8B. **Conceptual Drawings** (approximately 50% to completion)

Provide three (3) copies and a PDF version of the conceptual drawings, as noted above in 1.8-A.

The conceptual drawings shall contain the following sheets:

- 1.8B.1 Cover Sheet
- 1.8B.2 Legends
- 1.8B.3 General notes
- 1.8B.4 Estimate of quantities
- 1.8B.5 Quantity tables
- 1.8B.6 Horizontal alignment and survey control
- 1.8B.7 Property layout and land ownership
- 1.8B.8 Easement layout
- 1.8B.9 Traffic control
- 1.8B.10 Existing conditions and removal
- 1.8B.11 Storm water pollution prevention
- 1.8B.12 Plan and profile sheets
- 1.8B.13 Curb and gutter replacement
- 1.8B.14 Rapid City standard details
- 1.8B.15 Additional project details
- 1.8B.16 Cathodic protection details
- 1.8B.17 Geotechnical report
- 1.8B.18 Conform all plan sheets to utilize City of Rapid City drafting standards

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

1.10 Consultant will attend Public Works and City Council Meetings if necessary.

**TASK 2 - FINAL DESIGN SERVICES:**

- 2.1 Address City comments from the Task 1 City review(s) and finalize Conceptual Design Report. The Conceptual Design Report should be now titled "Project Design Report"
- 2.2 Provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area). Identify if property is owner occupied or a rental.
- 2.3 Determine removal limits 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 Incorporate ADA compliance items, for example fillet, driveway and sidewalk improvements. 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.
- 2.9 Provide a Project Sequence of implementation and phasing schedule which shall include such items as traffic control, erosion and sediment control, utility installations, paving, restoration, and construction milestones.
- 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 obtain a design exception for Infrastructure Design Criteria manual requirements as needed.
- 2.15 Provide complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.

- 2.16 Plans documents shall adhere to current City of Rapid City guidelines.
- 2.17 Staking information shall include:  
Station offsets and required grades for all items of work requiring field staking.
- 2.18 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.
- 2.19 If federally funded, incorporate NEPA requirements, wetland mitigation, monetary, ROW certification, environmental certification, SHPO, Architectural, Catx noise analysis, FONSI, etc
- 2.20 Provide two (2) copies and a PDF version of the finalized Project Design Report.
- 2.21 Provide three (3) copies and a PDF version of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City's project manager for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.
- 2.22 Address 100% submittal staff comments as necessary.
- 2.23 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.
- 2.24 Finalize water system analysis and report. Consultant shall ensure that conformance to City Standards are met such as velocities and Fire Flow. Any applicable exceptions required must be approved prior to finalization.
- 2.25 Finalize sanitary sewer system analysis and report. Consultant shall ensure that conformance to City Standards are met and that any applicable exceptions required have been approved prior to finalization.
- 2.26 Finalize storm sewer system analysis and report. Consultant shall ensure that conformance to City Standards are met and that any applicable exceptions required have been approved prior to finalization.
- 2.27 Prepare any and all permits with exhibits the City will need to execute for the project.
- 2.28 Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner 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.

2.29 Prepare final "Engineer's Estimate" of probable construction cost for the project.

2.30 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 to the City of Rapid City's project manager for City distribution.
- Provide complete plans on CD compatible with AutoCAD Release 2011 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 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 five (5) copies of plans/drawings to the City of Rapid City at 11" x 17" scale for construction services personnel.

2.31 Prior to the advertisement for bids, arrange and conduct a public open house with affected residents. The open house shall be held sufficiently ahead of the project advertisement for bids such that public comments and concerns may still be addressed within the final project documents. Notice of the open house shall be mailed to all property owners adjacent to the proposed work area(s), as well as those in the immediate area who may be directly impacted by the construction, as determined by the City. The Consultant shall tabulate the public comments and concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.

2.32 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval, and the Consultant shall address any comments or corrections required.

2.33 Attend Public Works and Council meetings as necessary.

### **TASK 3 (A & B) – BIDDING SERVICES:**

It shall be noted that bidding services will be provided for both Project No. 15-2253 and Project No. 15-2254. Because of a substantial time difference between the bidding services for both projects, Task 3 has been separated to encompass each project separately.

3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.

3.2 Consultant shall proof print quality at printers before full production of copies are made.

3.3 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute pre-bid agenda to all attendees. Provide Pre-Bid Conference minutes to

Exhibit A

Project No. 15-2253 / CIP No. 50421.3-1A

Project No. 15-2254 / CIP No. 50421.3-1B

the City Project Manager only. 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 for errors & unbalanced bids and review and sign the City Engineering Services prepared Bid Tab, prepare an award recommendation letter to the City of Rapid City project manager, and sign a City Engineering Services prepared Award Summary.
- 3.7 Prepare "As-Built" plans and specifications. A hard copy of the "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 Builts" shall be provided thirty (30) days following the Consultant's 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.

## **FEMA/Detention Pond Design**

This category includes all engineering, drafting, surveying, and applicable FEMA applications required to successfully complete construction plans for bid on the detention cell reconstruction portions of this project. Additionally, design aspects from the Robbinsdale Master Plan will be incorporated in the detention cell design as well as vice versa. This category is part of Project No. 15-2253. This project area's location is generally described as the Zone "A" floodplain entering the Meade/Hawthorne drainage at the intersection of Hawthorne Ave. and Meade St. A brief description of main responsibilities are given below.

The Meade/Hawthorne Drainage Basin Design Plan (DBDP) improvements to Element 221 detention pond shall be included in Project 15-2253, and an additional storm sewer pipe, Element 23, in E. Fairlane Drive shall be included in Project 15-2254. The Meade/Hawthorne DBDP was developed in accordance with the City of Rapid City Drainage Criteria Manual standards and were modeled using CUHPE/PC and UDSWM2-PC. The consultant will provide a United States Army Corp of Engineers Hydraulic Engineering Center – Hydraulic Modeling System (HEC-HMS) computer model and provide comparisons and recommendations for runoff volumes to be used in the design improvements to Element 221 detention pond and Element 23 storm sewer. Portions of the project area are located in the Federal Emergency Management (FEMA) Special Flood Hazard Area (SFHA). The consultant will address all City of Rapid City and FEMA regulations for development located within a SFHA. The consultant will prepare a Conditional Letter of Map Revision (CLOMR) if required by FEMA. The CLOMR will address the Zone A designated area beginning at the intersection of E. Meade Street and Hawthorne Avenue and extending southerly and westerly to the intersection of Maple Avenue and E. Fairmont Boulevard. If a CLOMR is obtained, the consultant will apply for a Letter of Map Revision (LOMR) upon completion of construction. Due to the time frame for FEMA approval of a CLOMR the project construction schedule may be adjusted. The consultant shall provide an evaluation and recommendation of water quality features for the detention pond and/or contributing runoff area. Wetland determination and mitigation shall be included if necessary. The consultant shall prepare an Operation and Maintenance Manual including schedule. The pipe size in E. Fairlane Drive beginning at detention pond Element 221 and extending to Maple Avenue shall be evaluated and the proper size determined.

Below, are itemized tasks and services that are necessary to complete the project. A brief description is provided on each tasks conveying responsibilities of the prime-consultant and its sub-consultants if needed. It was assumed for the purposes of the FEMA/Detention Pond Design that Sperlich Consulting will be fully responsible for all tasks with some exceptions. All exceptions are incorporated to the individual tasks listed below.

### **TASK 1 - PRELIMINARY DESIGN SERVICES:**

- 1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. Sperlich Consulting shall prepare an agenda, take minutes, and distribute minutes. 42<sup>nd</sup> Street Design Studio shall also attend to answer any pertinent questions about the detention cell with regards to incorporation into the Robbinsdale Master Plan.

- 1.2 Review background information and any other resources as necessary.
- 1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates. Additionally, all vertical elevations will be on the NAVD88 datum. Area to be surveyed will include the existing detention pond located in the northwestern area of Robbinsdale Park. Additionally, street sections and boulevard areas will need to be incorporated for floodplain analysis north of the detention pond along Hawthorne Ave. and south of the detention pond along Anaconda Rd. and Montana St. City Lidar data can be utilized in certain areas if FEMA is applicable to this data. Survey work is subcategorized in A-E below.
- 1.3A Conduct a limited boundary survey of the project area. The boundary shall have sufficient data so that floodplain encroachment onto private property can be accurately transcribed to maps and can be easily incorporated into future survey projects and tasks.
- 1.3B Property corners surrounding the detention pond shall be verified. Property corners not in close proximity to the detention pond will not be verified unless deemed necessary for floodplain areas to the north and southwest of the detention cell.
- 1.3C Perform topographic survey for CLOMR application. All survey data is to be on the NAVD88 vertical datum and horizontal state plane coordinates.
- 1.3D Perform topographic survey for LOMR application once all construction has been completed along the floodway. All survey data is to be on the NAVD88 vertical datum and horizontal state plane coordinates.
- 1.3E Incorporate applicable City LIDAR data for flood study and analysis. The Consultant will ensure this LIDAR data is applicable for a FEMA flood study analysis. LIDAR data to be utilized for areas outside the Robbinsdale Park area and Road & Utility project area where an in-depth topographic survey is not necessary.
- 1.4 Coordination between Engineer, Landscape Architect, and Owner about design aspects relating to the detention cell. Design aspects will need to be incorporated from the Robbinsdale Master Plan as well as input from the City.
- 1.5 Evaluate alternative design for the detention cell. Concepts shall attempt to allow for a more aesthetically appealing design and incorporate design aspects from the Robbinsdale Park Master Plan. Additionally, Sperlich Consulting shall evaluate the inlet structure located the northern most detention pond (Element 220). The Consultant shall evaluate possible modifications to the inlet structure if necessary and provide adequate conveyance to this inlet from upstream locations. The landscape architect shall be responsible for evaluating these alternative designs with respects to the Robbinsdale Master Plan. This evaluation will include determining the of ease of integration into the Master Plan and determining proper aesthetics for the surrounding area.
- 1.6 The Engineer shall coordinate with FEMA during the CLOMR and LOMR application process. It shall be the responsibility of the Engineer to ensure all applicable applications are submitted during the final design.



- 1.7 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.
- 1.8 Conceptual Design Submittal
- 1.8A The Engineer shall develop a HEC-HMS of applicable drainage basins entering the detention cell. The results shall then be compared to the existing Meade/Hawthorne Drainage Basin Design Plan. The HEC-HMS results shall be used to size any applicable storm sewer and to size the detention cell.
- 1.8B The Engineer shall develop a HEC-RAS model for the portion of the unstudied portion of the Meade/Hawthorne Drainage which is generally described as being located at Fairmont Boulevard traveling north to Robbinsdale Park and entering Hawthorne Street and terminating at Meade Street. The HEC-RAS model shall be adequate to submit to FEMA for the review process.
- 1.8C The Engineer shall develop of SWMM model of the proposed detention cell. This model shall demonstrate that the proposed detention cell has adequate capacity during the 2, 10, and 100-year storm events.
- 1.8D The Engineer shall provide different conceptual detention cell designs. All designs shall conform to City of Rapid City Standards and provide additional water quality storage.
- 1.8E The Engineer shall develop a conceptual operations and maintenance manual for the detention cell. This manual shall provide the necessary information to ensure the detention cell is operating and maximum efficiency and it shall outline any maintenance procedures to be performed to ensure this efficiency.
- 1.8F The Engineer shall develop a preliminary amendment to the Meade/Hawthorne Drainage Basin Design Plan. This amendment will outline any changes made to the original DBDP and convey any future improvements necessary within the effected drainage basins.
- 1.9 Attend submittal review meeting with City staff, if necessary.
- 1.10 Sperlich Consulting shall develop and submit a preliminary estimate of probable construction cost pertaining to the proposed detention cell designs. A cost/benefit analysis may be utilized to compare different detention cell designs. Additionally the landscape architect shall develop a preliminary estimate as well pertaining to any landscaping components that will be integrated to the surrounding area.

**TASK 2 - FINAL DESIGN SERVICES:**

- 2.1 Address City comments from the Task 1 City review(s) and finalize Conceptual Design Report. The Conceptual Design Report should be now titled "Project Design Report"
- 2.2 Incorporate design features as necessary to meet the requirements outlined in the Project Design Report.
- 2.3 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.

- 2.4 The Consultant shall identify any recommendations that do not conform to City Standard Specifications. The Consultant shall advise the City and determine a final recommendations.
- 2.5 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.
- 2.6 Plans documents shall adhere to current City of Rapid City guidelines.
- 2.7 All design reports and drawings to be finalized.
- 2.8 Provide (2) copies and a .pdf copy of the Final HEC-RAS Analysis Report.
- 2.9 Provide (2) copies and a .pdf copy of the Final HEC-HMS Analysis Report.
- 2.10 Provide (2) copies and a .pdf copy of the Final Amendment to the Meade Hawthorne Drainage Basin Design Plan.
- 2.11 Provide (2) copies and a .pdf copy of the Final Operations and Maintenance Manual for the Detention Cell.
- 2.12 The Consultant shall provide all necessary public notifications with regards to the FEMA CLOMR/LOMR applications. This includes the mailing of any affected homeowners.
- 2.13 The Consultant shall prepare and submit all necessary data for the CLOMR and LOMR applications.
- 2.14 The Consultant is responsible to pay any applicable fees pertaining to the CLOMR application.
- 2.15 The Consultant is responsible to pay any applicable fees pertaining to the LOMR application.
- 2.16 The Consultant shall address any comments from FEMA regarding the CLOMR and LOMR applications. This may also require the resubmittal of various documents.
- 2.17 Sperlich Consulting shall provide complete construction drawings and applicable exhibits for the City. The landscape architect will provide supplemental drawings and items to be incorporated from the Master Plan to Sperlich Consulting. The landscape architect is responsible for drawing and finalizing any needed items for the Master Plan.
- 2.18 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.

2.19

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 to the City of Rapid City's project manager for City distribution.
- Provide complete plans on CD compatible with AutoCAD Release 2011 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 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 five (5) copies of plans/drawings to the City of Rapid City at 11" x 17" scale for construction services personnel.

2.20

Prepare final "Engineer's Estimate" of probable construction cost for the project. This task will also include the final estimate for incorporating items from the Robbinsdale Master Plan.

2.21

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. This task will be the responsibility of American Engineering and Testing to perform the analysis and finalize a geotechnical report with recommendations. The geotechnical analysis, at minimum, will include leachate analysis and ground water determination at the detention pond area.

## **Park Master Plan**

This category includes all architectural design, drafting, and surveying required to provide a usable master plan for Robbinsdale Park. Portions of the Civil design for the detention cell will be incorporated into the Master Plan. This category is part of Project No. 15-2253. The project area's location encompasses the entire property of Robbinsdale Park.

Below, are itemized tasks and services that are necessary to complete the project. A brief description is provided on each tasks conveying responsibilities of the prime-consultant and its sub-consultants if needed. The landscape architect will be responsible for the development and finalization of the Park Master Plan. Sperlich Consulting will provide input for civil engineering related areas such as landfill mitigation and will attend meetings to aid with City and Public questions and concerns.

# 42 STREET DESIGN STUDIO

42ND STREET DESIGN STUDIO  
321 KANSAS CITY STREET, SUITE 210  
RAPID CITY, SOUTH DAKOTA 57701  
Phone: 605.271.2533

## EXHIBIT A

**PROJECT** E. Idaho Street, E. Nevada Street, Ivy Avenue Street and Utility Reconstruction and Meade/Hawthorne Drainage Element 221 Improvements and Willow Avenue, Ivy Avenue, Fairlane Drive Street and Utility Reconstruction Project - Park Master Plan

**DATE** June 24, 2015, Revised July 1, 2015

**RE** Task Descriptions - PROJECT NO. 15-2253 / CIP NO. 50421.3-1A and PROJECT NO. 15-2254 / CIP NO. 50421.3-1B

42nd Street Design Studio Project Number: P2015-14

### TASK NO. 1 - ANALYSIS

ITEM	TASK NAME	DESCRIPTION
1.1	Kick-off Meeting	The first meeting for the project, full design staff and city staff in attendance. Discussion will cover task 1 scope, milestone dates, deadlines, expectations, and deliverables
1.2	Review Background Material	Analysis / information gathering task. Conduct a thorough review of related planning documents – zoning, bicycle master plan, comprehensive plan, neighborhood context including quality of neighborhood connections to the park, existing neighborhood amenities, past master planning, home sales data, other types of housing data. Prepare all of this data for inclusion in the master plan booklet.
1.3	Perform Topographic Survey	The topographic survey will consist of two (2) portions. The area west of Robbinsdale Road and the general northwestern area of the park will entail a detailed topographic survey. This survey will allow for accurate layouts of the existing road and special areas such as the baseball diamonds and BMX track. The remaining topographic survey will consist of utilizing City LIDAR data. The two surveys will be combined to develop a conglomerate topographic map to aid in future development. All survey tasks will be performed by Sperlich Consulting.
1.3a	Set control Points	
1.3b	Incorporate LIDAR data and applicable boundary survey points	
1.3c	Topographic Survey	
1.4	Coordination between Engineer, Landscape Architect, and Owner	General communication of design process, progress, and concept between parties outside of the landscape architecture office.
1.5	Investigation landfill extents and depth of cover	Study and research analysis, information-gathering task. Once depth of cover, leaching, methane loss is discovered, map the extents, research development options and constraints, including capping, ability to support footings, probable impacts to vegetation and development
1.6	Investigate Current Drainage and Road Improvements Needed	Site analysis, writing task with topographic survey identify types of road, areas of damage or poor road conditions, including width, curb and gutter and type of paving, existing drainage conditions and impacts on park amenities / surrounding properties. Create sheets / reports for inclusion in Master Plan
1.7	Architectural Report	Site analysis, writing task. Investigate all built structures, fences, site furniture, and play structures for ADA compliance, condition, and safety. Create sheets / reports for inclusion in Master Plan.
1.8	Evaluation of Paved Surface Conditions	Evaluate all parking lots, sidewalks, trails for condition and probable site impacts on condition. Create sheets / reports for inclusion in Master Plan.

1.9	Guidelines for Landfill Reclamation Area Development	Review geotechnical data and develop guidelines for development on specific areas of the existing landfill. Research appropriate precedents and options for development. Sperlich Consulting and 42 <sup>nd</sup> Street Design will both provide input to design applications.
1.10	Graphic & Written O/C	Information analysis and Team design task. Team reviews and assesses items 1.2-1.9 to develop criteria and graphics that will be used as a basis of communication for the community workshops.
1.11	Phase 1 Site Analysis	Information analysis, site analysis, writing task. Additional site analysis not addressed in other items: use patterns, seasonal schedules, legal agreements, vegetation identification and assessment, irrigation extents and condition, adjacency issues
1.12	Meetings with Stakeholders and Park & Recreation	Meet with Parks and Recreation Staff 6 meetings; Meetings, meeting prep, project management task. Up to 5 for stakeholder groups, 1 for parks and rec.to discuss their needs and wants. In addition, the meetings will discuss design intent and concepts.
1.13	Site Visits	Team design task. Basis for Master Plan design options. Field visits to review findings of site analysis on site.
1.14	Prepare Final Analysis Documents	Compile the final site analysis documents
1.15	Submit & Present Findings of Site Analysis	Submit final analysis, present analysis to Parks Advisory Committee
1.16	Project Management	General project management, such as invoicing, project scheduling, design management, and writing meeting minutes.
	Deliverables	<ul style="list-style-type: none"> <li>• Final Analysis Document (8.5x11) containing landfill analysis/findings of items indicated in 1.2, 1.6, 1.7, 1.8, and 1.11,</li> <li>• Plan - Landfill extents</li> <li>• Plan – Graphic and Written Opportunities and Constraints</li> <li>• Site Survey</li> <li>• Plan – Site Analysis</li> <li>• Landfill Reclamation Guidelines</li> <li>• Meeting Minutes</li> <li>• Site Visit Notes</li> </ul>

## TASK 2 – COMMUNITY OUTREACH

ITEM	TASK NAME	DESCRIPTION
2.1	Kick-off Meeting	The second meeting for the project, full design staff and City staff in attendance. Discussion will cover task 2 scope, milestone dates, deadlines, expectations, and deliverables.
2.2	Prepare community outreach strategy	Meetings, goal setting, writing task. With Parks and Rec staff identify community stakeholders. Determine best way to reach unique groups of stakeholders. Assess toolbox of public participation and determine measures of success (if we have 10 people at a meeting is that enough? Do we reassess how we are communicating, etc)
2.3	Identify community points of contact	Work with city staff to determine stakeholder contacts and complete initial contacts
2.4	Public Meetings Preparations	Production task. Put together materials for four activity stations at community workshop events. Practice with team and determine data collection methods and goals. Types of activities are; Design a Park activity, Idea Generation activity, Connectivity activity, Put Your Money Down activity. Data collection includes preferred amenities, spending on amenities, anecdotal comments, photographic cataloguing
2.5a	Public Meeting 1A	Meeting task, includes setup and break down. We propose one workshop for children, one workshop for adults. Activities are described in 2.3. Exactly the same activities are provided for adult groups plus presentation of simplified site analysis findings, site constraints. Introduce streets project, answer questions.
2.5b	Public Meeting 1B	A Child Meeting includes setup and break down. Children are one of the largest user groups with excellent insight into park needs. Getting their input is not very

		successful if they are competing against adults. Activities are described in 2.3. Exactly the same activities are provided for child groups plus presentation of simplified site analysis findings, site constraints..
2.6	Meet with Parks and Rec. Staff	General project design and review meetings and debriefings on community input sessions.
2.7	Focus Group and Stakeholder Interviews	Meeting Task. Meet individually with stakeholder groups. Present simplified site analysis, plus specific findings as they apply to each user group. Do a workshop activity or different activity for each group as determined in 2.2.
2.8	Develop Summary Documents / Reports on Public Input process and results	Writing Task. Develop the public input process summary for the master plan document.
2.9	Present to Park's Advisory Committee	Meeting task. This committee is a key stakeholder. Present site analysis findings, public participation findings, next steps to developing the maser plan.
2.10	Develop Project Website	Graphic, writing, production task. For community information purposes, describe master plan project and street reconstruction project. Post meeting schedules, contact information, useful links, Park analysis information and summary documents as they become available.
2.11	Mailings and Public Announcements	Preparing public mailings announcing meetings and design intentions
2.12	Project Management	General project management, such as invoicing, project scheduling, design management, communication, and meeting minutes.
	Deliverables	<ul style="list-style-type: none"> <li>• Notes from all public meetings</li> <li>• Public Meeting Summary</li> <li>• General Meeting Photos</li> <li>• Presentation to Parks Advisory Board</li> </ul>

### TASK 3 – REZONING

ITEM	TASK NAME	DESCRIPTION
3.1	Rezoning Application	Preparing the rezone application and assembling the required drawings, plats, surveys, preparing the Letter of Intent, etc.
3.2	Attend City Council, Planning Commission, Public Works as necessary	Attend indicated meetings to answer questions
3.3	Rezone sign installation and Return	Install and remove required signage on site
3.4	Preparing Mailings – returning to City Hall	Preparing the required mailings (250 est.) – addressing and stuffing envelopes
	Deliverables	<ul style="list-style-type: none"> <li>• Copy of Application, LOI, Survey, and other documents requested by Planning and Zoning</li> </ul>

### TASK 4 – MASTER PLANNING

ITEM	TASK NAME	DESCRIPTION
4.1	Master Plan Design / Charrette	The development up to 3 master plan design alternatives. This is the main design portion of the master plan
4.2	Preparation for Public Meetings	Production task. Practice with team and determine data collection methods and goals. Data collection includes preferred designs, spending on amenities, anecdotal comments, photographic cataloguing. Other tasks include printing and material assembly.
4.3	Public Meeting 1a – Needs Assessment Report and unveiling alternatives	Public meeting to present the park design concepts to the general public for reaction, input, suitability, and buy-in.
4.4	Public Meeting 1b – Needs assessment report and unveiling alternatives	2 <sup>nd</sup> public meeting not needed
4.5	Select Preferred Alternatives	Meeting Not Needed.
4.6	Meeting - Present Design Alternatives to Stakeholders	Meeting to present the design alternatives to the project stakeholders (not the general public) for review and comment. We anticipate two large meetings with stakeholders together.
4.7	Illustrative Drawings – Concepts	The development of all concept drawings that will be utilized at the public meetings.

4.8	Develop Cost Estimates	Preparing cost estimates on master planning improvements.
4.9	Develop Final Master Plan Graphics	Develop final master plan graphics and images. Final graphics will include: 1 rendered master plan of the entire park, 4 to 5 perspectives communicating the park feel and improvements, and 2 to 3 plan enlargements of specific park areas.
4.10	Develop Narrative of Goals and Objectives	Develop final narrative goals and objectives for the master plan document.
4.11	Develop Narrative of Community Outreach Process	Develop the summary of the entire community outreach process, goals, and results.
4.12	Develop Narrative Implementation Plan	Develop the implementation plan for the master plan document. The implementation plan will be a matrix indicating all improvements with an indicated priority level and possible funding mechanisms. We will work with Park's staff to determine funding mechanisms.
4.13	Compile final Master Plan Document, Appendices, etc.	Compile and assemble final master plan document.
4.14	Present to Parks Advisory Committee and General Public	Present to Parks Advisory Board.
4.15	Present to Rapid Public Works and to Rapid City Council	Present master plan to Public Works Committee and Attend Council Meeting to answer questions and general discussion
4.16	Website Editing	Updating, editing, and uploading relevant project information that keeps the public informed on the design process.
4.17	Master Plan Document Editing	Grammatical editing and organization of the master plan document.
4.18	Project Management	General project management, such as invoicing, project scheduling, and design management.
	Final Master Plan Document Deliverables	<ul style="list-style-type: none"> <li>• Full analysis section and documents (Task 1)</li> <li>• Public outreach documents (Task 2)</li> <li>• Rezoning documents (Task 3)</li> <li>• 1 (one) copy of all master plan design alternatives (11x17)</li> <li>• Meeting Summary of Public Meetings and Outcomes</li> <li>• Photos of Public Meetings</li> <li>• Meeting Minutes</li> <li>• 1 (one) copy all boards/graphics (11x17) utilized during the public meetings</li> <li>• Narrative indicated in section 4.10, 4.11, 4.12</li> <li>• 1 (one) copy of the final master plan graphics/images as indicated in section 4.9. All images/boards submitted will be reduced to 11x17</li> <li>• 1 (one) copy of the final opinion of costs</li> <li>• 1 (one) copy of the Presentation to the Parks Advisory Committee</li> <li>• 1 (one) copy of the presentation to Public Works Committee</li> <li>• 3 (three) CDs containing PDF reports of all documents listed above. Plans contained in the report will be sized at 22x34.</li> </ul>



## EXHIBIT B - Civil Design

### E. Idaho Street, E. Nevada Street, Ivy Avenue Street and Utility Reconstruction and Meade/Hawthorne Drainage Element 221 Improvements and Willow Avenue, Ivy Avenue, Fairlane Drive Street and Utility Reconstruction Project - Civil Design

PROJECT NO. 15-2253 / CIP NO. 50421.3-1A and PROJECT NO. 15-2254 / CIP NO. 50421.3-1B

Number	Task Item	Total Cost
<b>TASK 1 - PRELIMINARY DESIGN SERVICES</b>		
1.1	Kick-off Conference	\$510.00
1.2	Review Background Information	\$13,020.00
1.3	Perform Site Surveys	\$0.00
1.3A	Set Control Points	\$5,400.00
1.3B	Boundary Survey	\$3,600.00
1.3C	Topographic Survey	\$32,000.00
1.3D	Calculate R.O.W. Centerlines	\$1,600.00
1.3E	Convert Survey Data to State Plane Coordinates	\$400.00
1.4	Develop and Distribute a Survey Questionnaire	\$3,030.00
1.5	Meet with individual property owners regarding ROW and easements	\$20,710.00
1.6	Private Utilities Base Plan Verification Meeting	\$1,740.00
1.7	Collaboration Between Engineers and Owner	\$2,880.00
1.8A	Conceptual Design Submittal (Reports including: water, sewer, storm sewer analysis, etc.)	\$0.00
1.8A.1	Conceptual Water System Analysis and Report	\$9,255.00
1.8A.2	Conceptual Sanitary Sewer System Analysis and Report	\$10,110.00
1.8A.3	Conceptual Storm Sewer Analysis and Report	\$17,055.00
1.8A.4	Conceptual Road Design	\$14,790.00
1.8A.5	Sidewalk Drainage Trials	\$7,440.00
1.8A.6	Preliminary Estimate of Probable Construction Costs	\$7,290.00
1.8B	Conceptual Design Submittal (Drawings including: Cover, Survey, Traffic, Profile, etc.)	\$55,070.00
1.9	Attend Submittal Review with City Staff	\$465.00
1.10	Attend Public Works and Council Meetings as Necessary	\$510.00
<b>TASK #1 TOTAL COST =</b>		<b>\$206,875.00</b>
<b>TASK 2 - FINAL DESIGN SERVICES</b>		
2.1	Address City Comments From Task 1	\$16,400.00
2.2	Provide Project Layout to Include Lot Lines, addresses, rental, etc.	\$7,350.00
2.3	Determine Removal Limits	\$6,970.00
2.4	Finalize Geotechnical Report	\$6,210.00
2.5	Incorporate Design Features of the Project Design Report	\$9,017.50
2.6	Incorporate ADA Compliance Items	\$10,530.00
2.7	Provide Storm Water Pollution Narrative	\$2,760.00

## EXHIBIT B - Civil Design

### E. Idaho Street, E. Nevada Street, Ivy Avenue Street and Utility Reconstruction and Meade/Hawthorne Drainage Element 221 Improvements and Willow Avenue, Ivy Avenue, Fairlane Drive Street and Utility Reconstruction Project - Civil Design

PROJECT NO. 15-2253 / CIP NO. 50421.3-1A and PROJECT NO. 15-2254 / CIP NO. 50421.3-1B

Number	Task Item	Total Cost
2.8	Provide Detailed Traffic Control Plans	\$10,890.00
2.9	Provide a Project Sequence of Implementation (traffic control, erosion control, milestones)	\$9,285.00
2.10	Coordinate with Utility Companies	\$2,445.00
2.11	Notify City PM if Utilities Need to be Moved	\$255.00
2.12	Request and Secure City Design Exceptions	\$4,710.00
2.13	Provide Detailed Specifications	\$7,560.00
2.14	City Design Exceptions	\$3,375.00
2.15	Provide Complete Plans and Specs.	\$19,350.00
2.16	Adhere to City of Rapid City Guidelines	\$1,020.00
2.17	Provide Staking Information on Plans	\$6,450.00
2.18	Assist the City with Easement Acquisition	\$9,150.00
2.19	Incorporate Proper Requirements if Federally Funded	\$540.00
2.20	Provide 2-copies and .pdf of Final Design Report	\$960.00
2.21	Provide 3-copies and .pdf of Final Design Services Submittal	\$960.00
2.22	Address 100% Staff Comments	\$8,820.00
2.23	Insert Certification Stamp	\$270.00
2.24	Finalize Water System Analysis Report	\$5,730.00
2.25	Finalize Sanitary Sewer System Analysis Report	\$5,730.00
2.26	Finalize Storm Sewer System Analysis Report	\$5,730.00
2.27	Prepare Permits with Exhibits	\$8,010.00
2.28	Identify Permits Required by the Contractor	\$2,040.00
2.29	Prepare "Final Engineers Estimate"	\$11,875.00
2.30	Deliver: 1 Copy and .pdf of Bid Document, Plans on CD, 5-copies of 11x17 of drawings	\$1,980.00
2.31	Arrange and Conduct a Public Open House	\$2,550.00
2.32	Address DENR Comments	\$4,260.00
2.33	Attend Public Works and Council Meetings	\$510.00
<b>TASK 2 - FINAL DESIGN SERVICES</b>		<b>\$193,692.50</b>
<b>TASK 3A - BIDDING SERVICES FOR PROJECT NO. 15-2253</b>		
3.1A	Provide City Project Manager Information for Advertising Authority	\$157.50
3.2A	Proof Print Quality at Printers	\$382.50
3.3A	Arrange and Conduct the Pre Bid Conference	\$825.00
3.4A	Prepare and Issue Addenda to the Bid Documents	\$1,050.00
3.5A	Attend Public Works and City Council Meetings	\$255.00
3.6A	Review Bidders Proposals	\$262.50
3.7A	Prepare "As Built" Plans and Specifications	\$1,290.00
<b>TASK #3A TOTAL COST =</b>		<b>\$4,222.50</b>

## EXHIBIT B - Civil Design

### E. Idaho Street, E. Nevada Street, Ivy Avenue Street and Utility Reconstruction and Meade/Hawthorne Drainage Element 221 Improvements and Willow Avenue, Ivy Avenue, Fairlane Drive Street and Utility Reconstruction Project - Civil Design

PROJECT NO. 15-2253 / CIP NO. 50421.3-1A and PROJECT NO. 15-2254 / CIP NO. 50421.3-1B

Number	Task Item	Total Cost
<b>TASK 3B - BIDDING SERVICES FOR PROJECT NO. 15-2254</b>		
3.1B	Provide City Project Manager Information for Advertising Authority	\$157.50
3.2B	Proof Print Quality at Printers	\$382.50
3.3B	Arrange and Conduct the Pre Bid Conference	\$825.00
3.4B	Prepare and Issue Addenda to the Bid Documents	\$1,050.00
3.5B	Attend Public Works and City Council Meetings	\$255.00
3.6B	Review Bidders Proposals	\$262.50
3.7B	Prepare "As Built" Plans and Specifications	\$1,290.00
<b>TASK #3B TOTAL COST =</b>		<b>\$4,222.50</b>
<b>TOTAL FOR ALL TASKS (1-3)</b>		<b>\$409,012.50</b>

Although dollar values have been provided for each task, Sperlich Consulting shall retain the right to relocate monies to other tasks, subject to the maximum limiting fee shown above

## EXHIBIT B - FEMA/Detention Pond Design

### E. Idaho Street, E. Nevada Street, Ivy Avenue Street and Utility Reconstruction and Meade/Hawthorne Drainage Element 221 Improvements and Willow Avenue, Ivy Avenue, Fairlane Drive Street and Utility Reconstruction Project - FEMA/Detention Pond Design

PROJECT NO. 15-2253 / CIP NO. 50421.3-1A

Number	Task Item	Total Cost
<b>TASK 1 - PRELIMINARY DESIGN SERVICES</b>		
1.1	Kick-off Conference	\$1,280.00
1.2	Review Background Information	\$6,100.00
1.3	Perform Site Surveys	\$0.00
1.3A	Boundary	\$1,800.00
1.3B	Corner Search	\$1,200.00
1.3C	Topographic Survey (CLOMR)	\$8,300.00
1.3D	Topographic Survey (LOMR)	\$8,300.00
1.3E	Incorporate City LIDAR Data	\$1,200.00
1.4	Coordination Between Engineers and Landscape Architects	\$14,080.00
1.5	Evaluate Detention Cell Concepts	\$5,340.00
1.6	Coordinate with FEMA	\$2,040.00
1.7	Private Utilities Base Plan Verification Meeting	\$360.00
1.8	Conceptual Design Submittal Reports	\$0.00
1.8A	HEC-HMS Model of Drainage Basin	\$8,100.00
1.8B	HEC-RAS Analysis of Floodplain	\$7,410.00
1.8C	SWMM Model of Conceptual Detention Cell	\$5,100.00
1.8D	Provide Alternative Designs for Detention Cell Incorporating Water Quality	\$5,220.00
1.8E	Conceptual Operations and Maintenance Manual for Detention Cell	\$3,840.00
1.8F	Conceptual Amendment to Meade/Hawthorne Drainage Basin Study	\$5,700.00
1.9	Attend Submittal Review with City Staff	\$510.00
1.10	Preliminary Probable Construction Costs	\$5,270.00
<b>TASK #1 TOTAL COST =</b>		<b>\$91,150.00</b>

**EXHIBIT B - FEMA/Detention Pond Design**

**E. Idaho Street, E. Nevada Street, Ivy Avenue Street and Utility Reconstruction and Meade/Hawthorne  
Drainage Element 221 Improvements and Willow Avenue, Ivy Avenue, Fairlane Drive Street and Utility  
Reconstruction Project - FEMA/Detention Pond Design**

PROJECT NO. 15-2253 / CIP NO. 50421.3-1A

Number	Task Item	Total Cost
<b>TASK 2 - FINAL DESIGN SERVICES</b>		
2.1	Address City Comments From Task 1	\$3,780.00
2.2	Incorporate Design Report Features	\$3,720.00
2.3	Coordinate With Utility Companies	\$630.00
2.4	Identify Areas Where Recommendations Are Not Per City Standards	\$1,020.00
2.5	Apply and Obtain Exceptions If Required	\$945.00
2.6	Ensure That Plans Adhere to City Guidelines	\$1,440.00
2.7	Finalize all Reports	\$5,260.00
2.8	Provide (2) Copies and .pdf of the Final HEC-RAS Analysis Report	\$145.00
2.9	Provide (2) Copies and .pdf of the Final HEC-HMS Analysis Report	\$145.00
2.10	Provide (2) Copies and .pdf of the Final Amendment to Meade/Hawthorne DBDP	\$145.00
2.11	Provide (2) Copies and .pdf of the Operations and Maintenance Manual for Detention Cell	\$145.00
2.12	FEMA Required Mailings (CLOMR and LOMR)	\$2,430.00
2.13	Prepare and Submit CLOMR and LOMR Data	\$4,680.00
2.14	FEMA CLOMR Fee	\$9,000.00
2.15	FEMA LOMR Fee	\$9,000.00
2.16	Address FEMA Comments to CLOMR and LOMR	\$2,640.00
2.17	Finalize Construction Drawings	\$8,820.00
2.18	Place Engineer's Certification on the Reports	\$205.00
2.19	Deliver Final Plans, Documents, etc.	\$190.00
2.20	Final Probable Estimate of Construction Costs	\$3,720.00
2.21	Finalize Geotechnical Report	\$1,640.00
<b>TASK #2 TOTAL COST =</b>		<b>\$59,700.00</b>
<b>TOTAL FOR ALL TASKS (1-2)</b>		<b>\$150,850.00</b>

Although dollar values have been provided for each task, Sperlich Consulting shall retain the right to relocate monies to other tasks, subject to the maximum limiting fee shown above

**EXHIBIT B - Park Master Plan**

**E. Idaho Street, E. Nevada Street, Ivy Avenue Street and Utility Reconstruction and Meade/Hawthorne  
Drainage Element 221 Improvements and Willow Avenue, Ivy Avenue, Fairlane Drive Street and Utility  
Reconstruction Project - Park Master Plan**

PROJECT NO. 15-2253 / CIP NO. 50421.3-1A and PROJECT NO. 15-2254 / CIP NO. 50421.3-1B

Number	Task Item	Total Cost
<b>TASK 1 - SITE ANALYSIS/ASSESSMENT</b>		
1.1	Kick-Off Meeting	\$1,270.00
1.2	Review Background Information	\$5,520.00
1.3	Perform Topographic Survey	\$0.00
1.3a	Set Control Points	\$1,800.00
1.3b	Incorporate City LIDAR data to detailed topographic survey	\$1,550.00
1.3c	Topographic Survey	\$8,945.00
1.4	Coordination between Engineer, Landscape Architect, and Owner	\$3,640.00
1.5	Investigate Landfill Extents and Depth of Cover	\$3,170.00
1.6	Investigate Current Drainage and Road Improvements Needed	\$1,620.00
1.7	Architectural Report	\$1,800.00
1.8	Evaluation of Paved Surface Conditions	\$1,920.00
1.9	Guidelines for Landfill Reclamation Area Development	\$4,750.00
1.1	Graphic & Written O/C	\$4,000.00
1.11	Phase 1 Site Analysis	\$2,800.00
1.12	Meetings with Stakeholders and Park & Recreation	\$3,880.00
1.13	Site Visits	\$3,360.00
1.14	Prepare Final Analysis Documents	\$7,030.00
1.15	Submit & Present Findings of Site Analysis	\$1,250.00
1.16	Project Management	\$1,830.00
1.17	Geotechnical Analysis	\$20,250.00
<b>TASK #1 TOTAL COST =</b>		<b>\$80,385.00</b>
<b>TASK 2 - PUBLIC OUTREACH AND PUBLIC PARTICIPATION</b>		
2.1	Task Kickoff Meeting	\$1,270.00
2.2	Prepare Community Outreach Strategy	\$2,105.00
2.2	ID Community Points of Contact	\$505.00
2.3	Public Meeting Preparations	\$2,645.00
2.4	Public Meeting 1 - Community Input	\$1,880.00
2.5	Public Meeting 2 - Community Input	\$1,880.00
2.6	Meet with Park & Rec Staff	\$905.00
2.7	Focus Groups and Stakeholder Interviews	\$3,275.00
2.8	Develop Summary Documents/Report of Public Input	\$3,400.00
2.9	Present to Parks Advisory Committee	\$885.00
2.1	Develop Website	\$1,000.00
2.11	Mailings Tasks	\$400.00
2.12	Project Management	\$2,130.00
<b>TASK #2 TOTAL COST =</b>		<b>\$22,280.00</b>

**EXHIBIT B - Park Master Plan**

**E. Idaho Street, E. Nevada Street, Ivy Avenue Street and Utility Reconstruction and Meade/Hawthorne  
Drainage Element 221 Improvements and Willow Avenue, Ivy Avenue, Fairlane Drive Street and Utility  
Reconstruction Project - Park Master Plan**

PROJECT NO. 15-2253 / CIP NO. 50421.3-1A and PROJECT NO. 15-2254 / CIP NO. 50421.3-1B

Number	Task Item	Total Cost
<b>TASK 3 - REZONING</b>		
3.1	Rezoning Application, LOI, and assembling other information	\$1,710.00
3.2	Attend City Council, Planning, or Public Works Meetings	\$505.00
3.3	Rezone Sign Installation and Return	\$200.00
3.4	Preparing Mailings - Returning to City Hall	\$400.00
<b>TASK #3 TOTAL COST =</b>		<b>\$2,815.00</b>
<b>TASK 4 - MASTER PLAN</b>		
4.1	Charette/design	\$11,400.00
4.2	Meeting Prep for two meetings	\$3,890.00
4.3	#1a - Meeting - Needs Assessment Report + Alternatives	\$2,240.00
4.4	#1b - Meeting - Needs Assessment Report + Alternatives	\$0.00
4.5	#3 - Select Preferred Alternative	\$0.00
4.6	Present Design Alternatives to Stakeholders Meetings (two large stakeholder meetings)	\$2,320.00
4.7	Illustrative Drawings - Concepts	\$9,000.00
4.8	Develop Cost Estimate	\$2,880.00
4.9	Develop Final MP Graphics	\$7,800.00
4.1	Develop Narrative of Goals and Objectives	\$2,400.00
4.11	Develop Narrative of Community Outreach Process	\$2,400.00
4.12	Develop Narrative Implementation Plan	\$2,400.00
4.13	Compile final MP Document, Appendixes, etc.	\$3,680.00
4.14	Present to Parks Advisory Committee	\$1,090.00
4.15	Present to Rapid City City Council	\$250.00
4.16	Website Updating and Posting	\$500.00
4.17	Document Editing	\$1,200.00
4.18	Project Management	\$3,130.00
<b>TASK #4 TOTAL COST =</b>		<b>\$56,580.00</b>

**EXHIBIT B - Park Master Plan**

**E. Idaho Street, E. Nevada Street, Ivy Avenue Street and Utility Reconstruction and Meade/Hawthorne  
Drainage Element 221 Improvements and Willow Avenue, Ivy Avenue, Fairlane Drive Street and Utility  
Reconstruction Project - Park Master Plan**

PROJECT NO. 15-2253 / CIP NO. 50421.3-1A and PROJECT NO. 15-2254 / CIP NO. 50421.3-1B

Number	Task Item	Total Cost
<b>REIMBURSABLE EXPENSES</b>		
	Task 1 Printing Charges for Analysis Documents and Plans	\$250.00
	Task 2 Plan and Handout Printing for Public Meetings	\$500.00
	Task 2 Postage for Public Meeting No. 1	\$150.00
	Task 2 Plan Mounting and Laminating for Public Meeting	\$175.00
	Task 3 Postage for Property Owner Notification	\$115.00
	Task 3 Printing Charges - Rezone Appl. Submittal Material	\$50.00
	Task 4 MP Plan and Handout Printing for Public Meetings	\$500.00
	Task 4 Postage for Pub. Mtg. notifying for Master Plan	\$150.00
	Task 4 Final Master Plan Report Document	\$750.00
	Mileage	\$252.00
	Website Hosting	\$300.00
	Domain Name	\$20.00
<b>REIMBURSABLE EXPENSES TOTAL COST =</b>		<b>\$3,212.00</b>
<b>TOTAL FOR ALL TASKS (1-4 &amp; REIMBURSABLE EXPENSES)</b>		<b>\$165,272.00</b>
Although dollar values have been provided for each task, Sperlich Consulting shall retain the right to relocate monies to other tasks, subject to the maximum limiting fee shown above		




**EXHIBIT C**  
**EFFECTIVE LABOR RATES**

**SPERLICH CONSULTING, INC.**  
**HOURLY RATES AND REIMBURSABLE COSTS**  
**2015**

Kale McNaboe – Project Manager	\$ 105.00/hr.
Douglas Sperlich - Design Engineer	\$ 105.00/hr.
Paul Kraft – Staff Engineer	\$ 75.00/hr.
Austin Hoellein – Staff Engineer	\$ 75.00/hr.
Jeffrey Janis - Registered Land Surveyor (Office)	\$ 100.00/hr.
Jeffrey Janis – Registered Land Surveyor (Field)	\$ 75.00/hr.
Field Survey Crew	\$ 50.00/hr.
Donna Miller – CAD Technician	\$ 67.50/hr.
Clerical	\$ 45.00/hr.
Mileage	\$ 0.55/mi.
Blue line copies	\$ 0.40/s.f.
Mylar Copy-15x26	\$ 5.00/each
Photo copies	\$ 0.50/ea.
Authorized commercial travel	1.0 x cost
Other Reimbursable Expenses	1.0 x cost

The above hourly rates will remain unchanged for the duration of this project from 2015-2017



Tallgrass Landscape Architecture, LLC  
Landscape Architecture

[www.tallgrasslandscapearchitecture.com](http://www.tallgrasslandscapearchitecture.com)  
[info@tallgrasslandscapearchitecture.com](mailto:info@tallgrasslandscapearchitecture.com)  
605.517.1899  
605.440.2254  
25138 Little Italy Road  
Colorado Springs, CO 80906

Exhibit C

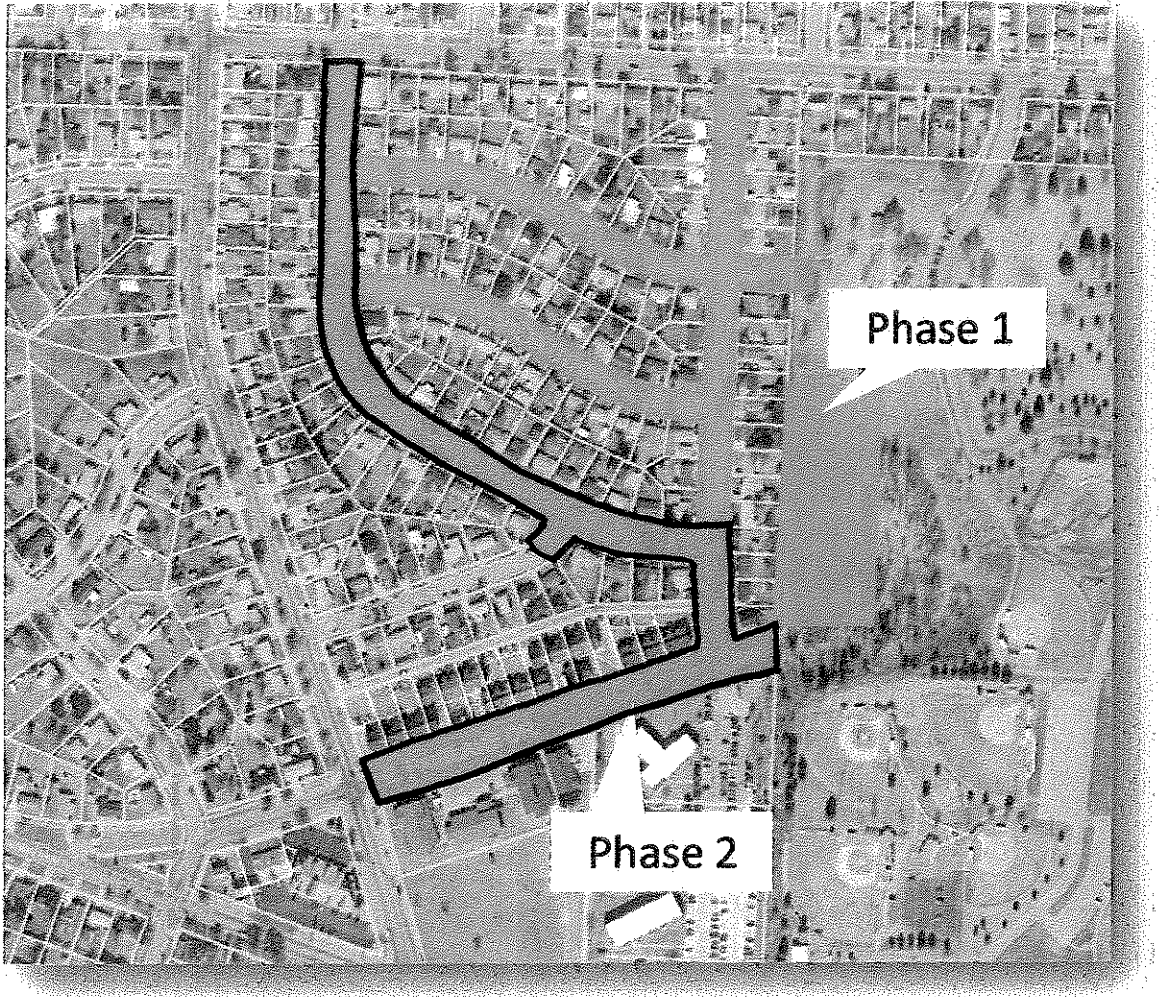
Tallgrass Landscape Architecture hourly rates are provided as follows:

Matt Fridell, PLA	\$100.00
Tanya Olson, PLA	\$100.00
Michael Stanley, PLA	\$100.00
Alex Bossart, LAIT	\$80.00
Projected Staff	
LAIT	\$80.00
Designer	\$65.00
Intern	\$45.00
Office Time	\$50.00

The above hourly rates will remain unchanged for the duration of this project from 2015-2017.

Tallgrass Landscape Architecture, LLC bills at the end of the month and at the conclusion of the work. Direct expenses of applicable sales tax, printing, and travel are charged at cost. We recommend an allowance to be reserved for these costs.

## EXHIBIT D



### **CIVIL DESIGN (ROAD AND UTILITY)**

PROJECT NO. 15-2253 / CIP NO. 50421.3-1A (PHASE 1)

PROJECT NO. 15-2254 / CIP NO. 50421.3-1B (PHASE 2)



# EXHIBIT D



## **ROBBINSDALE PARK MASTER PLAN**

**PROJECT NO. 15-2253 / CIP NO. 50421.3-1A**

**Exhibit D**  
**Project No: 15-2253 / CIP No. 50421.3-1A**  
**Project No: 15-2254 / CIP No. 50421.3-1B**