

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

Date: 9/15/15

Project Name & Number: Seger Drive Reconstruction 143rd Ave. to LaCrosse St. Project 15-2268 CIP #: 50277.1-4

Project Description: Street reconstruction, drainage improvements and sewer and water mains extension

Consultant: Ferber Engineering Company, Inc.

Original Contract Amount: \$294,320.00 Original Contract Date: 10/5/15 Original Completion Date: 2/28/17

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
\$64,750.00	831	4223	604	
\$64,750.00	941	4223	602	
\$138,330.00	8910	4223	505	
\$26,490.00	8911	4223	505	
\$294,320.00	Total			

Agreement Review & Approvals

Keith Johnson 9/18/15
 Project Manager Date

Ann Turner 9-24-15
 Division Manager Date

Amber Sitts 9/24/15
 Compliance Specialist Date

Tony Wotkoff 9-24-15
 Department Director Date

 City Attorney Date

ROUTING INSTRUCTIONS

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

FINANCE OFFICE USE ONLY

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

Date	Initials	Approved
9/25/15	JW	(Y) N
Cash Flow		N

**Agreement Between City of Rapid City and Ferber Engineering Company, Inc. for
Design and Bidding Professional Services for Seger Drive Reconstruction 143rd
Avenue to LaCrosse Street,
Project No. 15-2268**

AGREEMENT made _____, 20____, between the City of Rapid City, SD (City) and Ferber Engineering Company, Inc, (Engineer), located at 729 East Watertown Street, Rapid City, SD 57701. City intends to obtain services for design and bidding for Seger Drive Reconstruction 143rd Avenue to LaCrosse Street, Project No. 15-2268 CIP No. 50277.1-4. 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 \$294,320.00 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, 2017 based on an award date of October 5, 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, 7th Judicial Circuit, Pennington County.

Section 12-Severability

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



Section 13—Funds Appropriation

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

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

City of Rapid City:

Engineer:

MAYOR

FERBER ENGINEERING COMPANY

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:

Keith Johnson

KEITH JOHNSON, PROJECT MANAGER

DATE: 9/18/15

CITY'S DESIGNATED PROJECT REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME Keith Johnson
PHONE 605-394-5154
EMAIL keith.johnson@rcgov.org

NAME John Van Beek
PHONE 605-434-3311
EMAIL johnvanbeek@ferberengineering.com



**SEGER DRIVE RECONSTRUCTION
143RD AVENUE TO LACROSSE STREET
PROJECT NO. 15-2268 / CIP 50277.1-4**

EXHIBIT A

The City has determined the need to procure professional services including Preliminary Design Services, Final Design Services, and Bidding Services for the Seger Drive Reconstruction Project. This project includes urban street reconstruction and utility installation along N LaCrosse Street from East Mall Drive to Seger Drive and along Seger Drive from N LaCrosse Street to 143rd Avenue. Construction on N LaCrosse Street will include five (5) lanes, curb, gutter, bike path, street lighting, storm sewer, inlets, improvements to an existing major drainage crossing as well as water improvements to two pressure zones and extension of sanitary sewer as feasible. Improvements on Seger Drive will include three (3) lanes, curb, gutter, bike path, street lighting, storm sewer, inlets, sanitary sewer and water infrastructure. The intersection of Seger Drive and N LaCrosse Street will be established in a cross configuration and underground infrastructure to accommodate future signalization will be installed. Anticipated Bid Opening Date – January 2017.

Tasks 1 through 3 presented in this Exhibit are standard items requested by the City of Rapid City. Task 4 Basic Construction Services and Task 5 Expanded Construction Services will be completed under separate agreement and/or future amendment to this contract.

TASK 1 - PRELIMINARY DESIGN SERVICES:

- 1.1 Kick-off Conference: The Engineer shall meet with City staff to detail project concept and scope. The Engineer shall prepare an agenda, take minutes and distribute minutes.
- 1.2 Gather and review background information listed in the Request for Proposals and any other resources as necessary.
- 1.3 Develop and distribute a survey questionnaire to property owners adjacent to proposed construction areas approximately three (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 Engineer, 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.
- 1.4 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 NAD83 (2011) South Dakota State Plane South Zone. The elevation datum will be the North American Vertical Datum of 1988 (NAVD88).
 - 1.4.1 Detailed survey limits will include the applicable street rights-of-way and applicable adjacent property frontage with added areas necessary to establish adequate utility infrastructure and drainage design(s).
- 1.5 Engineer will conduct a Private Utilities Base Plan Verification Meeting: Send base plans to the private utilities requesting verification that their utilities are shown correctly per their records. A meeting with the private utilities shall be scheduled after submitting plans to verify that the utilities are shown correctly. Base plan revisions will be made as necessary.

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- 1.6 Engineer will provide the following geotechnical services through Subconsultant contract with American Engineering Testing, Inc. (AET)
 - 1.6.1 Drill thirteen (13) Standard Penetration Test (SPT) borings along the alignment to an estimated depth of 20 feet below grades. Proposed spacing of the borings is approximately 250 feet.
 - 1.6.2 The subsurface conditions will be logged at each location and groundwater levels taken at each boring location following drilling. The borings will be advanced using either 3.25-inch I.D. Hollow Stem Auger or 4-inch flight auger. Soil samples will be collected from the borings in accordance with the procedures outlined in ASTM D3550.
 - 1.6.3 Upon completion of drilling, one-inch diameter temporary piezometers will be installed the full depth of eight (8) of the borings to provide for on-going monitoring of groundwater levels. One round of groundwater readings will be provided following the submittal of the initial report.
 - 1.6.4 Perform five (5) soil electrical resistivity tests in the project areas.
 - 1.6.5 Perform laboratory testing in accordance with the appropriate ASTM procedures to classify the soils in order to estimate the characteristic engineering and index properties, as well as strength properties of the soils. The lab work will include natural moisture content, dry density, proctors and California Bearing Ratio (CBR).
 - 1.6.6 Provide a report summarizing the results of the field work, laboratory data, and engineering recommendations for use in design and construction of the project. The report will provide recommendations for subgrade preparation, utility excavation, backfill, compaction, corrosion potential and pavement designs.
- 1.7 Engineer will provide the following electrical services through Subconsultant contract with West Plains Engineering, Inc. (WPE)
 - 1.7.1 Layout and spacing of street lights, location of conduit, junction boxes and electrical service.
 - 1.7.2 Layout of future signals at the intersection of N LaCrosse Street and Seger Drive.
 - 1.7.3 Conduit and detector loop layout as necessary under new portions of the intersection of N LaCrosse Street and Seger Drive.
- 1.8 Engineer shall complete a preliminary design investigation.
 - 1.8.1 Street
 - 1.8.1.1 Engineer will provide five (5) lane urban horizontal and vertical layout of N LaCrosse Street from E Mall Drive north to the proposed intersection of N LaCrosse Street and Seger Drive.
 - 1.8.1.2 Engineer will provide conceptual layout for five (5) lane urban horizontal and vertical layout of N LaCrosse Street from Seger Drive approximately ½ mile to the north.
 - 1.8.1.3 Engineer will prepare three (3) lane urban horizontal and vertical layout of Seger Drive between N LaCrosse Street and 143rd Avenue.
 - 1.8.1.4 Engineer will evaluate sidewalk, driveways, etc. with regard to the selected horizontal and vertical layouts and typical sections and ADA compliance. Grading will be completed for sidewalk and bike path installation. It is anticipated bike path will be installed with the project and only grading for future sidewalk will be completed.

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- 1.8.1.5 Engineer will evaluate and prepare a layout for the intersection of N LaCrosse Street and Seger Drive. Lane configuration will be as identified above.
- 1.8.1.6 Pavement sections will PCC pavement consistent with surrounding streets.
- 1.8.2 Water
 - 1.8.2.1 Engineer will evaluate and provide recommendations for water main layout and zone boundaries of both North Rapid High Level and Low Level Pressure Zones in the project area.
 - 1.8.2.2 Engineer will design new water main(s) in both N LaCrosse Street and Seger Drive in accordance with the Rapid City Infrastructure Design Criteria Manual. Water stub outs will be provided at locations to accommodate future extension, service and looping.
- 1.8.3 Sanitary Sewer
 - 1.8.3.1 Engineer will utilize previously estimated design sewer flows in order to determine minimum allowable sanitary sewer slope such that $d/D = 0.7$.
 - 1.8.3.2 Engineer will design new 8" sanitary sewer mains and provide recommendations regarding future sewer service connections along N LaCrosse Street and Seger Drive.
- 1.8.4 Drainage/Storm Sewer
 - 1.8.4.1 Engineer will identify necessary street drainage facilities including storm inlets and storm sewer based on proposed and/or future lane configurations.
 - 1.8.4.2 Engineer will identify/incorporate the drainage facilities necessary to convey regional flows contributing to the existing N LaCrosse Street drainage crossing.
 - 1.8.4.3 Engineer will incorporate design elements from the East Mall Drive/Dyess South Interim Drainage Basin Design Plan and the subsequent Box Elder Creek Drainage Basin Design Plan.
- 1.9 Prepare Project Design Report:

Engineer shall establish and indicate project specific design criteria and standards within the Project Design Report (including ADA requirements). Engineer shall submit all design assumptions for typical section (pavement width, sidewalk location, water and sewer main locations, etc.), design life, design criteria, and reference of design resources. The Project Design Report shall evaluate and recommend preliminary horizontal and vertical alignment for utilities and other public improvements. Establish pipe sizes, lane configurations and provide justification for the facility and analysis of alternatives. Engineer shall use the City Infrastructure Design Criteria Manual (RCIDCM) to establish design criteria and standards.
- 1.10 Prepare preliminary plans including cover sheet, property layout and land ownership sheets, plan and profile sheets including locations of existing and new utilities. Existing utility locations with probable depths will be shown.
- 1.11 Prepare preliminary opinion of probable construction costs for the combined projects.
- 1.12 Identify permanent right-of-way and easement acquisition needs for the portions of N LaCrosse Street and Seger Drive to be constructed with the Project. Right-of-way and easement needs shall also be identified for N LaCrosse Street approximately ½ mile north of Seger Drive.

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- 1.13 Engineer will prepare application and attachments as necessary for United States Army Corps of Engineers (USACE) Section 404 Permitting. Permitting will be for wetland disturbance during the construction of N LaCrosse Street and Seger Drive specifically.
- 1.14 Submit three (3) copies and a PDF version of the Design Report and preliminary plans and specifications to the City of Rapid City's project manager for review and comment.
- 1.15 Attend submittal review meeting with City staff.

TASK 2 - FINAL DESIGN SERVICES:

- 2.1 Address City comments from the Task 1 City review(s) and finalize Project Design Report.
- 2.2 Facilitate permanent and/or temporary construction easement acquisition, and obtain property owner contact information, prepare easement exhibits as necessary, conduct property owner meetings for easement acquisition, and document acquisition meetings. Provide copies of current deeds of properties where easements are needed and the City will prepare the necessary legal documents. The Engineer will not negotiate compensation for easements with property owners.
- 2.3 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 specified in the contract documents. The City's Project Manager will issue a letter to the private utilities requesting their intentions as to leaving the 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, Engineer 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. 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 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.
 - 2.4.1 Plans documents shall adhere to current City of Rapid City guidelines.
 - 2.4.2 Staking information shall include the following as necessary:
 - 2.4.2.1 Station offsets or coordinates for all items of work requiring field staking
 - 2.4.2.2 Coordinates and description of inter-visible control points with benchmark information.
 - 2.4.3 Provide project layout to include lot lines (front and side) and addresses of all properties adjacent to construction.
- 2.5 Determine removal limits with approval of City of Rapid City representative.
- 2.6 If desiring exceptions from City requirements or specifications, Engineer will 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.
- 2.7 Provide Erosion and Sediment Control Plans and include the appropriate bid items in the bidder's proposal.
- 2.8 Provide traffic control and phasing plans for showing all streets and alleys that may be impacted by construction. All work zones, road closures, lane closures shall be indicated on the plan. Traffic control will be quantified and bid by the unit.

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- 2.9 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Project drawing specific issues will be indicated as a General Note on the drawings. Material types and material specific items will be included as a detailed specification.
- 2.10 Prepare applicable permits with exhibits required for the City. 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.
- 2.11 Prepare final Engineer's Opinions of Probable Construction cost.
- 2.12 Provide three (3) copies of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinions 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 Engineer believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.
- 2.13 Address Final Design Services submittal staff comments as necessary.
- 2.14 Engineer shall deliver the following to the City Project Manager:
- Provide one (1) copy and a PDF format of the bid documents including complete plans and specifications.
 - Provide complete plans on CD compatible with current AutoCAD Release.
 - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
 - Provide complete specifications on CD in current version of Microsoft Word.
 - Provide a unit price cost estimate on CD in current version of Microsoft Excel on the City of Rapid City "Engineer's Estimate" form.
 - Provide Engineer's Opinion of Probable Construction Costs as a component of this submittal.
 - Print and distribute five (5) copies of 11"x17" plans to the City of Rapid City for use by construction services personnel.
 - All submittals believed by the Engineer of Record to be final, shall contain a Certification Statement of Conformance with City Standards which shall read, "I (insert Engineer of Record's name) Certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City's adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured." This statement shall appear on the title sheet of the drawings. The "Certification Statement of Conformance with City Specifications" shall be signed and dated by the Engineer of Record.
- 2.15 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval. The Engineer shall address any comments or corrections required.

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TASK 3 – BIDDING SERVICES:

- 3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 Conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.
- 3.3 Issue addenda to the bid documents as required.
- 3.4 Engineer shall review Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab and Award Summary.
- 3.5 Engineer will prepare "As-Constructed" plans and specifications. A hard copy of "As-Constructed" plans and specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Engineer will provide PDF's and CAD files on a CD or DVD. The digital submittal must be compatible with current AutoCAD Civil 3D release and contain all files and data packaged in a format that will allow City personnel to seamlessly open "As-Constructed" drawings. Engineer will work with the City CAD technician, in person, to demonstrate the CAD file operation and compatibility with City CAD software. If Engineer is hired for Tasks 4 and 5, "As-Constructed" plans and specifications shall be provided thirty (30) days following project acceptance. However, if Engineer is not hired for Tasks 4 and 5, "As-Constructed" plans and specifications shall be provided thirty (30) days following Engineer's receipt of City markups/redlines. Engineer 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 Engineer has billed 100% of the contract and the City has closed the contract.

PROJECT TEAM, MEETINGS, AND SUBMITTALS

Project team members will include:

- Ferber Engineering Company, Inc.
 - American Engineering Testing, Inc. (Geotechnical Engineering)
 - West Plains Engineering, Inc. (Electrical Engineering)
- City Engineering Services staff
 - Operations Division staff
 - Utility Maintenance Division (Service area and O&M related issues)
 - Water Division
 - Water Reclamation Division

Engineer will attend the following meetings:

- Kick-off meeting, Task 1
- Private Utility Base Plan Verification Meeting, Task 1
- Project Design Report and Preliminary Plans and Specifications submittal review meeting, Task 1
- Property owners meetings (coordination, easement acquisition), Tasks 1 and 2
- Private Utility coordination meetings, Task 2

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- Final Plans, Specifications and Contract Documents submittal review, Task 2
- Prebid Conference, Task 3

Engineer will make the following submittals:

- Preliminary Design Services Submittal, Task 1
- Final Project Design Report, Task 2
- Final Design Services Submittal, Task 2
- Property owners meeting minutes, Task 2
- Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost, Task 2
- Pre-bid conference meeting minutes, Task 3

The Engineer will allow 15 working days for City review of the Project Design Report and Preliminary Design Services Submittal and the Final Design Services Submittal.

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EXHIBIT B

Task #	Description	Subtask Total
1.1	Kickoff Conference	\$1,400.00
1.2	Gather/Review Background Information	\$7,060.00
1.3	Property Owner Questionnaire	\$1,960.00
1.4	Topographic and Legal Survey	\$16,520.00
1.5	Private Utilities Base Plan Verificatoin Meeting	\$3,060.00
1.6	Geotechnical Services	\$12,790.00
1.7	Electrical Engineering Services	\$21,335.00
1.8	Preliminary Design Investigation	\$50,240.00
1.9	Project Design Report	\$10,590.00
1.10	Preliminary Plan and Profile	\$13,020.00
1.11	Preliminary Opinion of Probable Construction Costs	\$2,760.00
1.12	Identify ROW and Permanent and Temporary Easement Needs	\$5,340.00
1.13	USACE Section 404 Permitting	\$5,960.00
1.14	Preliminary Design Submittal	\$4,550.00
1.15	Preliminary Design Review Meeting	\$1,180.00
TASK 1 TOTAL		\$157,765.00
2.1	Finalize Project Design Report	\$5,440.00
2.2	Easement/ROW Preparation and Acquisition	\$13,330.00
2.3	Utility Company Coordination	\$5,580.00
2.4	Prepare Project Plans and Specifications	\$44,480.00
2.5	Determine Removal Limits	\$5,600.00
2.6	Design Exceptions	\$2,570.00
2.7	Prepare Full Erosion and Sediment Control Plans	\$5,650.00
2.8	Prepare Detailed Traffic Contol and Phaing Plans	\$8,100.00
2.9	Prepare Detailed Specifications	\$14,080.00
2.10	Prepare/Identify Permits and Exhibits	\$3,220.00
2.11	Final Opinion of Probable Construction Costs	\$2,780.00
2.12	Final Design Services Submittal	\$4,200.00
2.13	Address Final Design Services Staff Comments	\$1,400.00
2.14	Construction Plans and Specifications Submittal	\$3,380.00
2.15	DENR Submittal and Address Comments	\$1,580.00
TASK 2 TOTAL		\$121,390.00
3.1	Assist City Project Manager with Advertising Authority	\$260.00
3.2	Arrange and Attend Pre-bid Conference	\$2,160.00
3.3	Issue Addenda as Necessary	\$3,005.00
3.4	Review Bidder's Proposal, Bid Tab and Award Summary	\$260.00
3.5	As-Constructed Plans and Specifications	\$9,480.00
TASK 3 TOTAL		\$15,165.00
CONTRACT TOTAL FOR TASKS 1 - 3		\$294,320.00

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SCHEDULE OF CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Professional Engineer	\$130.00
Principal Professional Engineer/Registered Land Surveyor	\$130.00
GIS Professional/Professional Land Surveyor	\$100.00
Professional Engineer III	\$100.00
Professional Engineer II	\$95.00
Professional Engineer I	\$90.00
Graduate Engineer II	\$80.00
Graduate Engineer I	\$75.00
Senior Technician	\$90.00
Technician III	\$70.00
Technician II	\$65.00
Technician I	\$55.00
Drafter II	\$75.00
Drafter I	\$65.00
Administrative	\$75.00
Clerical	\$55.00
Mileage	\$ 0.56
American Engineering Testing	
Sr. Geotechnical Engineer	\$150.00
Geotechnical Engineer	\$100.00
Drafter	\$75.00
West Plains Engineering	
Project Manager	\$152.14
Senior Engineer	\$143.08
Design Engineer	\$97.05
Drafting	\$64.43
Clerical	\$52.84