

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

Date: September 29, 2015

**Project Name & Number:** North Rapid Reservoir & Northridge Reservoir Access Road Repairs 15- 2298 **CIP #:** 51103

**Project Description:** Repair of the gravel access roads for the Northridge and North Rapid water storage reservoirs that are experiencing maintenance issues due to erosion.

**Consultant:** FMG Engineering

<b>Original Contract Amount:</b> \$24,889.00	<b>Original Contract Date:</b> September 29, 2015	<b>Original Completion Date:</b> May 13, 2016
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**Addendum No:**



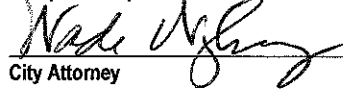

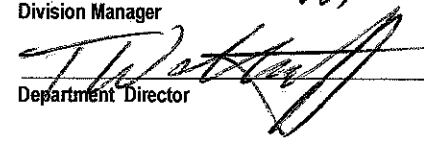
**Amendment Description:**

<b>Current Contract Amount:</b> _____	<b>Current Completion Date:</b> _____
<b>Change Requested:</b> _____	
<b>New Contract Amount:</b> _____ \$0.00	<b>New Completion Date:</b> _____

**Funding Source This Request:**

Amount	Dept.	Line Item	Fund	Comments
\$24,889.00	933	4223	602	Water Enterprise Fund
\$24,889.00	Total			

### Agreement Review & Approvals


<p> _____ Project Manager</p> <p> _____ Compliance Specialist</p> <p> _____ City Attorney</p>	<p style="text-align: center;">9-30-15 Date</p> <p> _____ Division Manager</p> <p style="text-align: center;">9-30-15 Date</p> <p> _____ Department Director</p> <p style="text-align: center;">9-30-15 Date</p>
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**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
10/1/15		<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N

**Agreement Between City of Rapid City and FMG Engineering for Design and Bidding Professional Services for North Rapid Reservoir & Northridge Reservoir Access Road Repairs**

**Project No. 15-2298**

AGREEMENT made September 29, 2015, between the City of Rapid City, SD (City) and FMG Engineering, Jason Pettyjohn (Engineer), located at 3700 Sturgis Road Rapid City. City intends to obtain services for design and bidding for North Rapid Reservoir & Northridge Reservoir Access Road Repairs, Project No. 15-2298 CIP No. 51103. 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 \$24,889 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

### **5.3 Progress Payments**

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

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

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

The Engineer shall complete services on or before January 6, 2016 based on an award date of October 19, 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

\_\_\_\_\_  
ENGINEER

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

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

ATTEST:

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

**Reviewed By:**

  
\_\_\_\_\_  
Jesse Rieb, PROJECT MANAGER

DATE: Sept. 30, 2015

CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE

NAME Jesse Rieb  
PHONE 605-394-4154  
EMAIL [jesse.rieb@rcgov.org](mailto:jesse.rieb@rcgov.org)

NAME Jason Pettyjohn, P.E.  
PHONE 605-342-4105  
EMAIL [jpettyjohn@fmgengineering.com](mailto:jpettyjohn@fmgengineering.com)



## **EXHIBIT A SCOPE OF SERVICES**

### **NORTH RAPID RESERVOIR & NORTHRIDGE RESERVOIR ACCESS ROAD REPAIRS PROJECT NO. 15-2298 CIP 51103**

The City of Rapid City has determined that a project is needed to repair the gravel access roads for the Northridge and North Rapid water storage reservoirs that are experiencing maintenance issues due to erosion. City Street Maintenance crews have recently made multiple temporary repairs to maintain access to the reservoir sites.

The extents of the project at the Northridge Reservoir begin at the current end of pavement on Sagewood Street and extend up the gravel access road to the cul-de-sac near the reservoir. No work is necessary within the fenced Northridge Reservoir site. The extents of the project at the North Rapid Reservoir begin at the cattle guard (320' west of Bunker Drive) and extend up the gravel access road and into the fenced North Rapid Reservoir site.

FMG will provide Professional Design, Bidding, and Basic Construction services related to access & drainage easement verification, access road design, and storm drainage improvements.

It is anticipated that the improvements will include the following:

#### Northridge Reservoir:

1. Replace gravel loss due to erosion and install storm drainage features to direct surface water to the road ditches and storm water inlets that currently exist along the road alignment.
2. Storm drainage improvements are anticipated to include water bars and ditch liners. The project does not include specific design features for storm water quality treatment.
3. The presence of access & drainage easements is assumed to exist. The extents of the easements will be verified to allow optimal use of the existing terrain. Services related to acquisition of additional easements are not included for this project area.
4. Development of the property on either side of the road is scheduled to occur in phases. Recommended improvements for this project will be coordinated with the planned development to reduce unnecessary features.

#### North Rapid Reservoir:

1. Replace gravel loss due to erosion and install storm drainage features to direct surface water to the road ditches.
2. Storm drainage improvements are anticipated to include water bars and changes to the existing road cross slope. No existing storm sewer inlets or other collection features exist near the project area. Energy dissipation and erosion control in nearby natural drainage ditches may be necessary. The project does not include specific design features for storm water quality treatment.
3. The presence of an access easement is assumed to exist. The presence of any drainage easements is unknown. The extents of the easements will be verified to allow optimal use of the existing terrain. Additional drainage easements could be required. Basic services related to acquisition of additional easements are included for this project area.

Professional Engineering Services will be separated into three tasks for this project. A description of the major and minor task items are included below.

TASK 1 - DESIGN SERVICES:

This task consists of all professional design services necessary to prepare a bidding set of plans and specifications and may include the following itemized 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 available background information provided by the City of Rapid City and other resources where available.
- 1.3 Site Survey/Verify ROW/Prepare Base Maps (Lump Sum Task)

Site Survey: In general, field or boundary surveys will not be completed to create property boundaries, existing grade surfaces, or tie-in actual field located surface features or buried utilities. Field surveys will only be completed in isolated areas where grade critical features are proposed or where property boundary must be established for the creation of new easements or ROW.

Verify ROW: Existing Easements and ROW including will be conducted by courthouse records research. No property corner surveys will be completed for the project unless new easements or ROW is proposed.

Prepare Base Maps: City of Rapid City 2015 aerial imagery and ortho contours will be made available to FMG for use in preparing base maps for the project. The general location of buried private utilities will be shown based on maps presented from the utility companies. Existing City utilities will be drawn from as-built records. Other identifiable surface features such as fences, buildings, storm sewer inlets and fire hydrants will be identified on the background image. Contours will be generated from the City orthographic tiles. Property boundaries, ROW, and easements will be shown on the drawing based on City parcel lines as maintained in the City GIS system.

Private Utilities Base Plan Verification Meeting: The general location and presence of buried private utilities will be reviewed with individual utility companies for possible conflicts with the recommended improvements.

- 1.4 Design Submittal

The Design Submittal shall generally consist of the following documents:

A. Technical Memorandum of Design

Prepare a Technical Memorandum (TM) of Design: The consultant shall establish and indicate project specific design criteria and standards within the TM. The consultant shall submit all design assumptions for storm water improvements, storm sewer locations, road sections, etc. The Consultant shall include design life, design criteria, and reference of design resources. The TM shall evaluate and recommend storm drainage improvements, storm sewer locations, road sections, project phasing and limits, other public improvements, and provide justification for the improvements and analysis of alternatives. The Consultant shall elaborate on other project components as necessary.

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

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.

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

#### B. Design Drawings

Provide three (3) copies and a PDF version of the design drawings. The design drawings shall contain the following sheets:

- Provide detailed specifications supplementing the City of Rapid City Standard Specifications
  - Title Sheet
  - Legend Sheet
  - Estimate of Quantities and General Note Sheets
  - SWPPP sheets with City Std. Notes Plus SDDENR requirements
  - Erosion Control Plan Sheets
  - Plan Sheets - Show existing utilities from record drawings along with other identifiable existing surface features on a color aerial background image. Proposed improvements with assumed quantities will be shown at a sufficient scale to be located in reference to other existing features. No alignment or staking information will be included.
  - City Standard Details
  - Special Details - Layouts for special/critical elements for example storm drainage features, typical road sections, special drainage structures, etc.
  - Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards. Drawings shall be 11" x 17" sheet size with full color reproduction.
- 1.5 Attend submittal review meeting with City staff.
  - 1.6 Address City comments from the initial TM and design drawing submittal.
  - 1.7 Submit Design Exception Requests as necessary to City's project manager, and verify approvals.
  - 1.8 Assist the City with easement(s) acquisition, and obtain property owner contact information, prepare easement and ROW exhibits as necessary, provide copies of current deeds on properties where easements are needed, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings.
  - 1.9 Prepare any and all permits with exhibits the City will need to execute for the project.
  - 1.10 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 City issued permit costs will be covered by the City. Any State or other non-City permits are the Contractor's obligation.
  - 1.11 Prepare final "Engineer's Estimate" of probable construction cost for the project.

1.12 Deliver the following final submittals:

- 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 2008 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.

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.

TASK 2 – BIDDING SERVICES:

This task consists of all services necessary for the administration of the Bidding Services of the project, and may include the following itemized services.

- 2.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 2.2 Consultant shall proof print quality at printers before full production of copies are made.
- 2.3 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute minute copies to only Consultant and City.
- 2.4 Prepare and issue addenda to the bid documents as required.
- 2.5 Review Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab, and prepare an award recommendation letter to the City of Rapid City project manager.
- 2.6 Prepare "As Built" plans and specifications. A hard copy of "As Built" plans and specifications shall be submitted to the City in the same size and format as construction plans. 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, containing 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 to demonstrate the CAD file operation and compatibility with City CAD software, if necessary.

TASK 3 – BASIC CONSTRUCTION SERVICES:

This task consists of all services necessary for the administration of the Basic Construction Services of the project construction stage, and may include the following itemized services.

- 3.1 Arrange and conduct Pre-construction Conference including agenda. Record meeting minutes and distribute to all attendees.
- 3.2 Provide written clarification regarding drawing and specification questions.
- 3.3 Provide recommendations to address changed or unknown conditions that may appear during construction.
- 3.4 Review and take action on shop drawings, product submittals, test results, and other submittals.
- 3.5 Provide construction observation on an as requested or as needed basis to assist City staff with construction administration duties.

ANTICIPATED SCHEDULE

City Council Authorization	October 19, 2015
Notice to Proceed	October 20, 2015
Design Services Submittal	December 2, 2015
Final Plans, Specifications, and Contract Docs	January 6, 2016
Project Bid Opening Date	January 26, 2016
Project 100% Construction Complete	May 13, 2016

This schedule is subject to change depending on city review periods, easement acquisition, and other items that could affect the schedule.

**EXHIBIT B  
TASK SCHEDULE-ESTIMATED FEES  
NORTH RAPID RESERVOIR & NORTHRIDGE RESERVOIR ACCESS ROAD REPAIRS**

**Project No. 15-2298 / CIP No. 51103  
FMG, INC.**

**FMG, INC. - 9/28/2015**

<b>TASK 1 - PRELIMINARY DESIGN SERVICES</b>		
1.1	Kickoff Meeting	\$ 780.00
1.2	Collect and Review Background Information	\$ 970.00
<b>1.3</b>	<b>Site Survey/Establish ROW/Prepare Base Maps</b>	<b>\$ 2,400.00</b>
<b>1.4A</b>	<b>Technical Memorandum of Design</b>	
1.4.1	Tech Memo	\$ 1,665.00
1.4.2	Opinion of Probable Construction Costs	\$ 500.00
<b>1.4.B</b>	<b>Design Drawings</b>	
1.4.3	Project Manual Detailed Specifications to Supplement Standard Specs	\$ 605.00
1.4.4	Title Sheet	\$ 70.00
1.4.5	Legend Sheet	\$ 70.00
1.4.6	Estimate of Quantities and General Note Sheets	\$ 1,180.00
1.4.7	SWPPP sheets with City Std Notes Plus SDDENR requirements	\$ 355.00
1.4.8	Plan Sheets (Includes Existing & Proposed Features, Property, Erosion, Etc.)	\$ 3,130.00
1.4.9	Standard City Details	\$ 185.00
1.4.10	Special Details	\$ 2,280.00
1.5	Initial Design Review Meeting with City Staff	\$ 520.00
1.6	Address City Comments from Initial Design Review	\$ 1,105.00
1.7	Submit Design Exception Requests & Verify Approval	\$ 115.00
1.8	Assist with Easement Acquisition/Exhibit Preparation	\$ 914.00
1.9	Prepare Permits and Exhibits The City needs	\$ 300.00
1.10	Identify Contractor Required Permits	\$ 115.00
1.11	Prepare Final "Engineer's Estimate" of Probable Cost	\$ 115.00
1.12	Deliver Final Plans and Bid Documents	\$ 825.00
1.13	Reimbursables, Printing, Supplies, Mileage, Expendables for Design	\$ 750.00
<b>TOTAL FOR TASK 1 - DESIGN</b>		<b>\$ 18,949.00</b>

<b>TASK 2 - BIDDING SERVICES</b>		
<b>Task 2</b>	<b>Bidding Phase</b>	
2.1	Information to City for Advertising Authority	\$ 115.00
2.2	Proof Print Quality at Printers	\$ 115.00
2.3	Prebid Meeting/Minutes	\$ 345.00
2.4	Prepare and Issue Addenda	\$ 830.00
2.5	Review Bidders Proposal and Provide Recommendation	\$ 230.00
2.6	Prepare As Built Drawings	\$ 765.00
2.7	Reimbursables, Printing, Supplies, Mileage, Expendables for Bidding	\$ 200.00
<b>TOTAL FOR TASK 2-BIDDING PHASE</b>		<b>\$ 2,600.00</b>

<b>TASK 3 - BASIC CONSTRUCTION SERVICES</b>		
<b>Task 3</b>	<b>Basic Construction Services</b>	
3.1	Arrange and Conduct Preconstruction Conference	\$ 230.00
3.2	Provide Written Clarification Regarding Drawing & Spec Questions	\$ 230.00
3.3	Provide Recommendations for Changed or Unknown Conditions	\$ 1,210.00
3.4	Review and Take Action on Shop Drawings and Submittals	\$ 600.00
3.5	Observation As Requested/Needed	\$ 920.00
3.6	Reimbursables, Printing, Supplies, Mileage, Expendables for Construction	\$ 150.00
<b>TOTAL FOR TASK 3 -BASIC CONSTRUCTION SERVICES</b>		<b>\$ 3,340.00</b>
<b>TOTAL ALL TASKS 1 - 3</b>		<b>\$ 24,889.00</b>



**FMG ENGINEERING**  
**RATE SCHEDULE**  
**FOR**  
**NORTH RAPID RESERVOIR & NORTHRIDGE RESERVOIR**  
**ACCESS ROAD REPAIRS**  
**Project No. 15-2298 / CIP No. 51103**

<b><u>PRIMARY PERSONNEL</u></b>	<b><u>RATE</u></b>
Principal Civil Engineer	\$145.00/hr
Senior Civil Engineer	\$115.00/hr
Senior Geotechnical Engineer	\$120.00/hr
Senior Materials Specialist	\$105.00/hr
Registered Land Surveyor	\$87.00/hr
<b><u>SUPPORT STAFF</u></b>	
Civil Engineer – PE	\$85.00/hr
Civil Engineer – EIT	\$75.00/hr
Engineering Technician	\$55.00/hr
CADD Technician	\$70.00/hr
GIS Specialist	\$80.00/hr
Materials Technician	\$55.00/hr
Survey Crew Chief	\$68.00/hr
Survey Technician	\$55.00/hr
Senior Administrative Assistant	\$55.00/hr
<b><u>VEHICLES &amp; EXPENSES</u></b>	
Mobilization (support vehicle)	\$0.70/mile
Document/Plans Reproduction	cost

EXHIBIT "A"



NORTH RAPID RESERVOIR & NORTHRIDGE RESERVOIR  
ACCESS ROAD REPAIRS  
PROJECT NO. 15-2298      CIP NO. 51103

