

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

Date: October 9, 2015

Project Name & Number: St. Cloud Street Reconstruction Project 15-2279

CIP#
50796

Project Description: Reconstruct the street, sanitary sewer mains and service lines, water mains and service lines, construct new water mains and storm sewer.

Consultant: Dream Design International, Inc.

Original
Contract Amount:
\$134,500.00

Original
Contract Date:
11/2/15

Original
Completion Date:
12/31/16

Addendum No:

Amendment Description:

Current Contract Amount: _____
Change Requested: _____
New Contract Amount: _____ \$0.00

Current Completion Date: _____
New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$37,660.00	833	4223	604	
\$44,385.00	933	4223	602	
\$12,105.00	8910	4223	505	
\$40,350.00	8911	4223	505	
\$134,500.00	Total			

Agreement Review & Approvals

Keith Johnson 10/9/15
Project Manager Date

Amber K. Lewis 10/9/15
Compliance Specialist Date

Arde Wilkey 10/13/15
City Attorney Date

[Signature] 10-9-15
Division Manager Date

[Signature] 10-9-15
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
10/12/15	[Signature]	Y N Y N
Appropriation		
Cash Flow		

**Agreement Between City of Rapid City and Dream Design International, Inc. for
Design and Bidding Professional Services for St. Cloud Street Reconstruction,
Project No. 15-2279**

AGREEMENT made _____, 20____, between the City of Rapid City, SD (City) and Dream Design International, Inc., (Engineer), located at 528 Kansas City Street Rapid City, SD 57701. City intends to obtain services for design and bidding for St. Cloud Street Reconstruction, Project No. 15-2279 CIP No. 50796. 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 \$134,500.00 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 December 31, 2016 based on an award date of November 2, 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

DREAM DESIGN INTERNATIONAL, INC.

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:

Keith Johnson

KEITH JOHNSON, PROJECT MANAGER

DATE: 10/9/15

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

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

NAME Michael Towey
PHONE (605) 348-0538
EMAIL michaelt@dreamdesigninc.com



EXHIBIT A – SCOPE OF SERVICES

St. Cloud Street Reconstruction Project No. 15-2279 / CIP No. 50796

The City of Rapid City has determined the need to procure professional services including Preliminary Design Services (Task 1), Final Design Services (Task 2), and Bidding Services (Task 3) for the St. Cloud Street Reconstruction, Project 15-2279 / CIP No. 50796 between Summit Boulevard and West Boulevard.

As shown in the Request for Proposal (RFP), it is anticipated that the improvements necessary to complete this project include: replacement of curb, gutter and street pavement; replacement of aged sanitary sewer mains; replacement of aged water mains; replacement water and sewer service lines within the right of way; and construction of storm sewer and drainage improvements. Grading for future sidewalk is also identified in the RFP.

Dream Design International, Inc. submitted a proposal, interviewed for the project and was selected to perform Task 1, 2 & 3 Services for this project. Basic Construction Services (Task 4) and Expanded Construction Services (Task 5) may be negotiated at a later date as a separate contract.

It is anticipated that the improvements will include the following:

1. Reconstruct the existing VCP sanitary sewer mains in St. Cloud Street from Summit Boulevard to the alley east of 11th Street. Reconstruct the sanitary sewer service lines to the property lines.
2. Reconstruct the water main in St. Cloud Street between Summit Boulevard and 11th Street with a new 8" PVC water main. Reconstruct the water main in 11th Street through the intersection with a new 10" PVC water main. Construct a new 10" PVC water main in St. Cloud Street between 11th Street and West Boulevard. Reconstruct the water service lines to the property lines and install new curb stops.
3. Construct new storm sewer in St. Cloud Street between Summit Boulevard and West Boulevard. Pipe sizes and inlet locations shall be determined by the consultant. Engineer shall review the reports and determine the correct storm sewer pipe sizes required to meet the Rapid City Infrastructure Design Criteria Manual (IDCM) for street drainage based upon proposed street widths.
4. Reconstruct the street with new curb and gutter and pavement. Design the pavement section and street geometry. Evaluate the current street widths and determine proposed street widths based on current usage and topographic constraints. 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. The westerly portion of the project corridor does not have sidewalks. Engineer shall evaluate locations for future sidewalks and grade the locations to accommodate the future sidewalks. This project will not include removal and replacement of all of the sidewalks in the project corridor. There are trees and bushes in the boulevards that may interfere with construction and Engineer will be responsible for contacting homeowners and informing them about the project and of the City's tree replacement policy.

Following a scoping meeting with City staff, a more complete breakdown of the tasks required to complete this design project are as follows:



TASK 1 - PRELIMINARY DESIGN SERVICES:

- 1.1. Kick-off Conference: Engineer shall meet with City staff to detail project concept and scope. Engineer shall prepare an agenda, take minutes, and distribute minutes.
- 1.2. Gather and review background information listed in the RFP, and any other resources as necessary. Obtain and evaluate local water and sewer cards to define non-conforming service lines and develop potential solutions as defined in design criteria.
- 1.3. Perform site surveys sufficient for design plan preparation. The route and topography survey will 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).
 - A. Existing right-of-ways have been vacated along the corridor and deeded to adjacent landowners. This information is currently not available through City supplied data. The Engineer will review all existing property ownership documents and verify existing parcels and legal descriptions. The right-of-way for 12th Street has been vacated within the corridor.
- 1.4. Determine locations of existing water services.
 - A. Rapid City Utility Maintenance will provide locating services for all water mains.
 - B. Rapid City Utility Billing 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 schedule with Rapid City Utility Billing and Service and 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 Engineer following closing of the curb stop. Verification will at a minimum require operating an outside hose bib valve to ensure water is shutoff 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.
- 1.5. Determine locations of existing 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. Engineer will retain the services of a third party to provide video inspection of sanitary sewer services.
 - D. Sewer services will be inspected via recorded CCTV from each structure to the sanitary sewer main using a locator. Location of the sanitary sewer camera/service line will be recoded on the ground surface 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 Engineer will operate a fixture(s) inside each structure to verify service connection location.
 - F. To resolve conflicting information, 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.
- 1.6. Engineer will provide geotechnical services utilizing American Engineering Testing, Inc. Services include:
 - A. Drilling six (6) Standard Penetrations Test boring to a deep of 15 feet.
 - B. Installing 2 piezometers within the corridor and monitor these throughout the design process.
 - C. Performing laboratory testing necessary to natural moisture content, dry density, Atterberg Limits, sieve analysis, moisture density relationship (proctor), pH, resistivity, soluble sulfate, and remolded California Bearing Ratio (CBR).
 - D. Providing a geotechnical report summarizing the results of the field work, laboratory data, and engineering recommendations for use in design and construction of the project. The reports will provide recommendations for subgrade preparation/stabilization, slope stability recommendations, undercut requirements, utility trench excavation and backfill, corrosion potential, edge drain/under drain requirements, and both asphalt and concrete pavement sections.
- 1.7. 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 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.
- 1.8. Meet with individual property owners regarding ROW and permanent and temporary easement needs and regarding specific project issues and components.
- 1.9. Engineer will 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.
- 1.10. The Conceptual Design Submittal shall generally consist of the following documents:
 - A. Technical Memorandum – The Engineer will prepare a Technical Memorandum, for City staff to review and provide comment, describing three (3) potential typical sections through the western portion of the corridor. The document will include three (3) conceptual typical section drawings, a brief narrative for each section concerning the advantages and disadvantages and an estimate of probable cost for each section.
 - B. Conceptual Design Report - Submit two (2) copies and a PDF version of the Conceptual Design Report to City of Rapid City’s project manager for review and comment.
 - a) Engineer shall establish and indicate project specific design criteria and standards within the Conceptual Design Report (including ADA requirements).
 - b) Engineer shall submit all design assumptions for pipe sections, water, sewer, and storm sewer locations, pavement sections, etc. including design life, design criteria, and reference of design resources. City will provide to Engineer recommendations as to water main pipe sizing within the corridor to account for recently upsized fire flow requirements. Engineer shall use the City Infrastructure Design Criteria Manual to establish design criteria and standards.



- c) The Conceptual Design Report shall evaluate and recommend pavement design; based on a life cycle cost analysis, preliminary horizontal and vertical alignments for utilities, roadways, project phasing and limits, and other public improvements. Establish pipe sizes, lane configurations, drainage system capacity, complete water quality assessment, etc. Provide justification for the facility and analysis of alternatives.
 - d) The project's geotechnical report shall be included within the Conceptual Project Design Report.
 - e) 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.
 - f) The Conceptual Design Report shall provide review of compliance with City's Standard Specifications for construction of the project.
 - g) 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. It is anticipated that two temporary easement documents will be required for this project.
 - h) Identify all non-conforming water and sewer service lines and include a map showing a proposed solution to making them conform to the City's current standards.
- C. Conceptual Drawings - Provide three (3) copies (full size) and a PDF version of the conceptual drawings to City of Rapid City's project manager for review and comment. The conceptual drawings shall contain the following sheets:
- a) Cover Sheet – Note the index of Sheets indicating the anticipated drawing sheets shall be provided.
 - b) Survey Control Sheet
 - c) Anticipated traffic control phasing and erosion control measures
 - d) Property Layout and Land Ownership
 - e) Plan and Profile Sheets - Show existing and proposed utility mains and existing services, storm sewers, driveway locations, fittings, and proposed surfacing and drainage items. The utilities should be shown in profile as well. Design Criteria elements like profile grades, "K" values, vertical and horizontal curve data should be included.
 - f) Anticipated Rapid City Standard Details
 - g) Special Details - Conceptual layouts for special/critical elements for example buildings, special drainage structures, pump facilities, etc.
 - h) Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards. Use current City-provided drawing templates.
- 1.11. Attend submittal review meeting with City staff.
- 1.12. ~~Attend Public Works and Council meetings as necessary.~~



TASK 2 - FINAL DESIGN SERVICES:

This task consists of all services necessary to take project from Task 1 Preliminary Design Services through the Final Design Services, and may include the following itemized services.

- 2.1. Address City comments from the Task 1 City review(s) and finalize Conceptual Design Report. The Conceptual Design Report should 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. 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.
- 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.
- 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:
 - A. Station offsets and required grades for all items of work requiring field staking.
 - B. Benchmark information shall be provided.
- 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. ~~[DELETED] 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. Prepare any and all permits with exhibits the City will need to execute for the project.
- 2.25. 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.
- 2.26. Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 2.27. Deliver the following:
 - A. 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.
 - B. Provide complete plans on CD compatible with AutoCAD Release 2011 or newer format.
 - C. Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.



- D. Provide complete specifications and contract documents on CD in Microsoft Word XP or previous versions.
 - E. 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.
 - F. Provide Engineer's Estimate of probable construction costs as a component of this submittal.
 - G. Print and distribute five (5) copies of plans/drawings to the City of Rapid City at 11" x 17" scale for construction services personnel.
- 2.28. 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 Notice shall be mailed on City letterhead and shall bear the City Project Manager Signature. Engineer shall tabulate the public comments and concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.
- 2.29. 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.
- 2.30. ~~[DELETED] Attend Public Works and Council meetings as necessary.~~

TASK 3 – BIDDING SERVICES:

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

- 3.1. Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2. Engineer shall proof print quality at printers before full production of copies are made.
- 3.3. Arrange and conduct a Pre-bid Conference, prepare an agenda and record attendance and minutes. Distribute minute copies to Engineer and City.
- 3.4. Prepare and issue addenda to the bid documents as required.
- 3.5. Attend Public Works Committee and Council Meetings as required.
- 3.6. Review Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab, and prepare an award recommendation letter to the City of Rapid City project manager.
- 3.7. Prepare "As Built" plans and specifications. A hard copy of "As Built" plans and specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Engineer will provide PDF's and CAD files on a CD or DVD. The digital submittal must be compatible with AutoCAD Civil 3D 2011. Engineer will work with the City CAD technician, in person, to demonstrate the CAD file operation and compatibility with City CAD software. If the Engineer is hired for Tasks 4 and 5, "As Built" plans and specifications shall be provided thirty (30) days following project acceptance. However, if the Engineer is not hired for Tasks 4 and 5, "As-Built" plans shall be provided thirty (30) days following the Engineers 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 SUMMARY

- 4.1. Project team members will include:
 - A. Dream Design International, Inc.
 - a) American Engineering Testing, Inc.
 - b) Professional Mapping and Surveying, LLC
 - B. City Engineering Services staff
 - C. Operations Division staff
 - D. Utility Maintenance Division (Service area and O&M related issues)
 - E. Street Division
 - F. Water Division
 - G. Water Reclamation Division

- 5.1. Meetings requiring the Engineer's participation will likely include, but may not be limited to the following:
 - A. Kick-off meeting, Task 1
 - B. Conceptual Design Report, Plans and Specifications submittal review meeting, Task 1
 - C. Property owners meeting (coordination, easement acquisition and open houses), Tasks 1 & 2
 - D. Private Utility verification and coordination meeting, Tasks 1 & 2
 - E. 100% Plans, Specifications, and Contract Documents review, Task 2
 - F. Pre-bid Conference, Task 3
 - G. Bid Opening, Task 3
 - H. Committee and Council Meetings as required, All Tasks

- 6.1. Submittals include:
 - A. All submittals shall include a title, date of submittal, name of person at the City the submittal is being delivered to, and name of firm and individual making the submittal. Submittals and drawings shall also clearly be labeled with one of the following statements:
 - a) "For Review Only"
 - b) "Issued For Bid"
 - c) "Issued For Construction"
 - d) "As-Built"
 - e) Other as maybe necessary to effectuate submittal purpose.
 - B. Kick-off meeting, Task 1 meeting minutes
 - C. Conceptual Design Report and Preliminary Review Submittal, Task 1 including meeting minutes
 - D. Final Project Design Report, Task 2 including meeting minutes. Final design reports shall be bound utilizing a comb binder or equal.
 - E. 100% complete plans, specifications, contract documents, and opinion of probable construction cost Contract Documents Review, Task 2 including meeting minutes
 - F. Public meeting minutes
 - G. Property owners meeting minutes
 - H. Open house comments/concerns and consultant's recommendations for inclusion or exclusion
 - I. Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost, Task 2
 - J. Pre-bid conference meeting minutes, Task 3
 - K. Bid Tab and award recommendation, Task 3
 - L. "As-Built" plans and specifications, Task 3



ANTICIPATED PROJECT SCHEDULE

Rapid City Council Authorization	November 2, 2015
Conceptual Design Services Submittal	March 3, 2016 *
Final Design Services Submittal	July 14, 2016 *
Final Plans, Specifications, and Contract Documents Complete	August 25, 2016
Project Bid Opening Date	November 1, 2016
Project 100% Construction Complete	October, 2017

* 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.



Saint Cloud Reconstruction
RC Proj. No. 15-2279/CIP 50796

EXHIBIT B

TASK 1 - PRELIMINARY DESIGN SERVICES		
1.01	Kick-off Conference	\$ 415.00
1.02	Review Background Information	\$ 1,867.50
1.03	Perform Site Surveys	\$ 14,260.00
1.04	Determine Locations of Water Services	\$ 2,080.00
1.05	Determine Locations of Sewer Services	\$ 2,080.00
1.06	Survey Questionnaire	\$ 907.00
1.07	Geotechnical Services	\$ 6,310.00
1.08	Individual Property Owner Meetings	\$ 1,480.00
1.09	Private Utilities Base Plan Meeting	\$ 457.50
1.10	A) Conceptual Design Submittal	\$ 23,957.50
	B) Conceptual Drawings	\$ 16,092.22
1.11	Attend Submittal Review Meeting	\$ 617.50
1.12	Attend PW/CC Meeting as necessary	\$ -
TASK 1 SUBTOTAL		\$ 70,524.22
TASK 2 - FINAL DESIGN SERVICES		
2.01	Address City Comments (Task 1)	\$ 2,935.00
2.02	Provide Project Layout	\$ 1,500.00
2.03	Determine Removal Limits	\$ 502.50
2.04	Coordinate with Geotechnical Eng.	\$ 202.50
2.05	Incorporate Design Features	\$ 6,930.00
2.06	Incorporate ADA Requirements	\$ 2,160.00
2.07	Provide SWPPP and Narrative	\$ 3,445.00
2.08	Provide Detailed Traffic Control Plans	\$ 2,750.00
2.09	Provide Project Sequence	\$ 2,370.00
2.10	Coordinate with Utility Companies	\$ 1,012.50
2.11	Notify City PM for Utility Relocates	\$ 135.00
2.12	Request and Secure Exceptions	\$ 135.00
2.13	Provide Detailed Specifications	\$ 445.00
2.14	Obtain Design Exceptions	\$ 440.00
2.15	Provide Complete Plans and Specifications	\$ 16,915.00
2.16	Plans Adhere to City Guidelines	\$ 67.50
2.17	Provide Staking Information	\$ 475.00
2.18	Landowner Meetings / Easement Documentation	\$ 5,552.82
2.19	NEPA/FONSI/SHPO/CATX	\$ -
2.20	Provide 2 Copies & PDF of Final Report	\$ 503.75
2.21	Provide 3 Copies & PDF of Final Design Services	\$ 852.22
2.22	Address 100% Staff Comments	\$ 3,785.00
2.23	Certification Statement of Conformance	\$ 67.50



Saint Cloud Reconstruction
RC Proj. No. 15-2279/CIP 50796

2.24	Prepare Permits/Exhibits for City	\$ 965.00
2.25	Identify Permits for Contractor	\$ 115.00
2.26	Prepare Final Engineers Estimate	\$ 1,200.00
2.27	Deliver Final Design Submittal	\$ 1,556.99
2.28	Conduct Open House	\$ 1,260.00
2.29	Address Comments from DENR	\$ 195.00
2.30	Attend PW/CC Meeting as necessary	\$ -
TASK 2 SUBTOTAL		\$ 58,473.28
TASK 3 - BIDDING SERVICES		
3.01	Advertising Authority	\$ 67.50
3.02	Proof Print Quality	\$ 135.00
3.03	Arrange and Conduct Pre-Bid	\$ 517.50
3.04	Prepare and Issue Addenda	\$ 1,845.00
3.05	Attend PW/CC Meeting as necessary	\$ -
3.06	Review Bidder's Proposals	\$ 305.00
3.07	Prepare As-built Plans	\$ 2,632.50
TASK 3 SUBTOTAL		\$ 5,502.50
PROJECT TOTAL		\$ 134,500.00

** Note: DDI reserves the right to reallocate task costs subject
to the maximum limiting fee.





RATE SCHEDULE

RATE SCHEDULE

<i>Position</i>	<i>Hourly Rate</i>
<i>Principal</i>	<i>\$145.00</i>
<i>Senior Project Manager</i>	<i>\$135.00</i>
<i>Project Manager</i>	<i>\$120.00</i>
<i>Project Engineer</i>	<i>\$95.00</i>
<i>Project Coordinator</i>	<i>\$95.00</i>
<i>Senior Engineering Technician</i>	<i>\$95.00</i>
<i>GIS Administrator</i>	<i>\$90.00</i>
<i>Engineering Technician II</i>	<i>\$85.00</i>
<i>Engineering Technician I</i>	<i>\$75.00</i>
<i>Administrative</i>	<i>\$70.00</i>

REIMBURSABLE EXPENSES

<i>Mileage</i>	<i>\$0.57</i>
<i>Xerox Bond Copies(per square foot)</i>	<i>\$0.15</i>
<i>Copies of Plats (15 x 26)</i>	<i>\$0.65</i>
<i>Copies, Black and White (8 ½ x 11)</i>	<i>\$0.25</i>
<i>Copies, Black and White (11 x 17)</i>	<i>\$0.50</i>
<i>Copies, Color (8 ½ x 11)</i>	<i>\$1.00</i>
<i>Copies, Color (11 x 17)</i>	<i>\$3.00</i>
<i>Meals</i>	<i>Actual Costs</i>
<i>Lodging</i>	<i>Actual Costs</i>
<i>Any expenses will be on an as needed basis</i>	

PROFESSIONAL MAPPING AND SURVEYING RATE SCHEDULE

<i>Position</i>	<i>Hourly Rate</i>
<i>Registered Land Surveyor</i>	<i>\$150.00</i>
<i>Crew Chief</i>	<i>\$85.00</i>

528 Kansas City Street, Rapid City, SD 57701

(P) 605.348.0538 | (F) 605.348-0545 | Web: www.dreamdesigninc.com

AMERICAN ENGINEERING TESTING, INC.
RAPID CITY
Short Form Fee Schedule
Effective January 1, 2015

GEOTECHNICAL ENGINEERING & TESTING SERVICES

<u>PERSONNEL</u>	<u>UNIT</u>	<u>RATE</u>
Senior Geotechnical Engineer	HOUR	\$150.00
Geotechnical Engineer/Project Manager	HOUR	\$100.00
Materials Engineer	HOUR	\$95.00
Senior Field Engineering Technician	HOUR	\$75.00
Engineering Technician	HOUR	\$60.00
SPT Drilling (Soil Borings)	FOOT	\$22.00
Mud Rotary Drilling	FOOT	\$25.00
2-Man Drill Crew Mobilization	HOUR	\$130.00
Rig Rental	HOUR	\$50.00
Draft Person	HOUR	\$75.00
Clerical	HOUR	\$55.00
Rig Mileage	MILE	\$0.70
Pickup Mileage	MILE	\$0.70
Piezometer Materials	EACH	\$50.00
<u>SOILS TESTING</u>		
Proctor (Standard or Modified)	EACH	\$145.00
Dry Density	EACH	\$15.00
Moisture Content	EACH	\$10.00
Atterberg Limits (LL & PL)	EACH	\$85.00
Gradation (Including #200)	EACH	\$75.00
#200 only	EACH	\$60.00
Consolidation/Swell	EACH	\$125.00
CBR	EACH	\$155.00
Water Solible Sulfate	EACH	\$30.00
pH & Resistivity	EACH	\$60.00
Direct Shear (3 points)	EACH	\$350.00
Permeability	EACH	\$250.00
Unconfined Compression	EACH	\$125.00