

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

Date:

**Project Name & Number:** Sheridan Lake Road Reconstruction Project – Canyon Lake Drive to West Main Street Project # 15-2270      **CIP #:** 50967

**Project Description:** Project will reconstruct Sheridan Lake Road from Canyon Lake Drive to West Main Street.

**Consultant:** FMG, Inc.

**Original Contract Amount:** \$128,611.00

**Original Contract Date:**

**Original Completion Date:**

**Addendum No:**

**Amendment Description:**

**Current Contract Amount:** \_\_\_\_\_

**Current Completion Date:** \_\_\_\_\_

**Change Requested:** \_\_\_\_\_

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

**New Completion Date:** \_\_\_\_\_

**Funding Source This Request:**

Amount	Dept.	Line Item	Fund	Comments
\$15,000.00	<del>833 604</del>	4223	<del>604 833</del>	Sewer Replacement / Improvements
\$25,000.00	<del>933 602</del>	4223	<del>602 933</del>	Water Replacement / Improvements
\$68,611.00	<del>8910 505</del>	4223	<del>505 8910</del>	Streets
\$20,000.00	<del>8411 505</del>	4223	<del>505 8411</del>	Drainage
\$128,611.00	<b>Total</b>			

### Agreement Review & Approvals

Ted Pachol      10/16/15  
Project Manager      Date

Ann Finn      10-19-15  
Division Manager      Date

Compliance Specialist      Date

T. W. [Signature]      10-20-15  
Department Director      Date

Nadeen [Signature]      10/21/15  
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)

Appropriation	Date	Initials	Approved
Cash Flow	10/20/15	[Signature]	[Signature] N

**Agreement Between City of Rapid City and FMG, Inc. for Design Professional Services for Sheridan Lake Road Reconstruction – Canyon Lake Drive to West Main Street,  
Project No. 15-2270 / CIP 50967**

AGREEMENT made \_\_\_\_\_, 20\_\_\_\_, between the City of Rapid City, SD (City) and FMG, Inc., (Engineer), located at 3700 Sturgis Road, Rapid City, SD, 57702. City intends to obtain services for design for Sheridan Lake Road Reconstruction – Canyon Lake Drive to West Main Street, Project No. 15-2270 CIP No. 50967. 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 \$128,611.00 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**

See Exhibit A.

## **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

\_\_\_\_\_  
FMG, Inc.

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

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

ATTEST:

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

**Reviewed By:**

\_\_\_\_\_  
Todd Peckosh, PROJECT MANAGER

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



**EXHIBIT A  
SCOPE OF SERVICES**

**SHERIDAN LAKE ROAD RECONSTRUCTION  
CANYON LAKE DRIVE TO WEST MAIN STREET  
PROJECT NO. 15-2270 / CIP 50967**

The City of Rapid City has determined the need to procure professional services including Preliminary Design Services, Final Design Services, Bidding Services, Basic Construction Services and Expanded Construction Services for the Sheridan Lake Road – Canyon Lake Drive to West Main Street project.

This project is for reconstruction of Sheridan Lake Road from Canyon Lake Drive to West Main Street plus a portion of West Main Street as necessary for the intersection reconstruction. Sheridan Lake Road reconstruction will extend north of West Main Street, a maximum of one block, as may be necessitated by the reconstruction of the West Main Street intersection. The project also includes reconstruction of traffic signal(s), street lighting, drainage, sanitary sewer utilities, water utilities, as well as property acquisition. Due to additional Right of Way likely needed from the National Guard property, reconstruction of the National Guard rock wall and sign is anticipated.

It is anticipated that the improvements will include the following:

1. Street Improvements: 3-lane concrete pavement section with curb and gutter and with shared-use path on one side and sidewalk on other side. Turn lanes at W. Main and Canyon Lake Drive. Intersection at W. Main should be aligned to improve functionality and shall include bike lanes on the W. Main section. ROW acquisition should accommodate future 5-lane section for Sheridan Lake Road. Traffic Signal at W. Main anticipated to be replaced.  
Streets
2. Consultant to investigate multiple alignment scenarios to minimum costs and impacts to adjacent property. Intersection of W. Main Street and Sheridan Lake Road to accommodate future extension of Sheridan Lake Road to West Chicago Street at the West Chicago Street / Sheffer Street intersection.
3. Water Improvements: Proposed water main to be sized by Consultant.
4. Sanitary Sewer Improvements: Proposed sanitary sewer to be sized by Consultant.
5. Storm Sewer Improvements: New storm sewer to meet IDCM.
6. National Guard Improvements such as reconstruction/relocation of rock wall and sign.

FMG, Inc. was selected through the City's Consultant selection process to provide engineering services for Tasks 1 through 5 for the referenced project. The Scope of Work in this contract is for Task 1 - Preliminary Design Services, only. A separate contract(s) will be negotiated and prepared for Task 2 – Final Design Services, Task 3 – Bidding Period Services, Task 4 – Basic Construction Services and Task 5 – Expanded Construction Services.

Subconsultants to FMG are West Plains Engineering for electrical, lighting, and signals and Stanley Design Group (*formerly 42<sup>nd</sup> Street Design Studio*) for landscape architecture.

The work to be completed under this contract is for Task 1 – Preliminary Design Services and shall be in general conformance with the RFP. A list of individual tasks and subtasks to complete the work is shown in Exhibit C - Task Schedule. The list of tasks will not be necessarily limited to those shown. Tasks will be added or deleted as needed to complete the project.

**TASK 1 - PRELIMINARY DESIGN SERVICES:**

This task consists of all services necessary to take the project from beginning through the Preliminary Design submittal stage, 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 background information listed in this RFP, and any other resources as necessary. Obtain and reference Camp Rapid Drainage Masterplan, Camp Rapid Masterplan, and other Camp Rapid documents as provided by National Guard.
- 1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be in NAD 83 (2011) NAVD 88 South Dakota State Plane South Zone. The horizontal and vertical coordinates may be established from the Rapid City Primary Control Network. City aerial photos and contours will be used for analysis north of West Rapid Street. Per National Guard requirements, the City of Rapid City will be responsible for requests for Consultant entry onto Camp Rapid.
- 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 Billing and Service and be responsible for notifying property owners of temporary water shutoffs and request or 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 structures.
- 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 recorded on the 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 Conduct individual meetings with individual property owners regarding ROW and permanent and temporary easement needs and regarding specific project issues and components.
- 1.7 Meet with National Guard representatives to determine design requirements for reconstruction of rock wall, welcome sign, and/or other structures/facilities required for reconstruction as a result of proposed street alignment and right-of-way.
- 1.8 Analyze impacts to adjacent parking areas and provide recommendations to mitigate lost parking where feasible.

- 1.9 Private Utilities Base Plan Verification Meetings:
- A. The consultant shall send base plans to the private utilities requesting verifications 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 plans revisions as necessary.
  - B. Coordination meetings with Black Hills Power & Light for purposes of determining relocation plans for overhead power line and related issues.

1.10 Perform Geotechnical Evaluation.

To evaluate the existing soil conditions along the project alignment, a total of 5 boreholes will be drilled. Field testing will be performed, and samples will be extracted for further laboratory analysis. Select soil samples will be tested in our laboratory to determine their general classification, physical properties, and engineering characteristics. In addition to the boreholes, soil electrical resistivity will be measured at 3 locations along the water main alignment.

Upon completion of the field and laboratory testing and our analysis, a report will be prepared that transmits the boring logs, field data, and laboratory results, provides a limited geologic analysis of the area, and provides our recommendations for utility design and installation and pavement section design. In general our recommendations will include excavation conditions, utility installation, groundwater mitigation, suitability of backfill materials and any other recommendations we consider applicable to the site conditions encountered. Our report will also include recommendations to mitigate the effects of expansive soils, should they be present at the site, on driveway and sidewalk reconstruction. The report will also include PCC thickness pavement analysis.

1.11 Conceptual Design Submittal.

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

A. Conceptual Design Report

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

The Conceptual Design Report shall evaluate and recommend street width, preliminary horizontal and vertical alignments for roadways and utilities, project limits, relocation of National Guard Facilities if necessary, impacts to private property, roadway lighting and other public improvements. Phasing recommendations shall be included in the report.

Provide alignment and profile for West Main Street and provide 3 roadway alignment alternatives for Sheridan Lake Road with profiles. The roadway alignment alternatives for this reconstruction shall consider and investigate impacts to the previous Sheridan Lake Road Extension Study recommended alignment beyond West Rapid Street to the intersection with West Chicago Street. Provide cross sections for alignments. Prepare cost estimates for each alignment, included alternates.

The Conceptual Design Report shall provide recommendations for thru lane and turn lane configurations. Turn lane configurations shall be as generally established in the Sheridan Lake Road Extension Study. The turn lane information in the Sheridan Lake Road Extension Study shall be supplemented with right turn counts at peak periods.

Establish pipe sizes, lane configurations, traffic counts, drainage system capacity, complete water quality assessment, etc.

The project's geotechnical report shall be included within the Conceptual Project Design Report and include soil classifications, N values, water levels, proctors, CBR's, resistivity tests, pavement design, and testing recommendations. The Consultant shall elaborate on other project components as necessary.

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. Costs for temporary easements and permanent right of way acquisition from private property shall be estimated based on costs from recent City and DOT projects.

Establish and indicate project specific design criteria and standards within the Conceptual Design Report. Use the City Infrastructure Design Criteria Manual to establish design criteria and standards. The Conceptual Design Report shall provide review of compliance with City's Standard Specifications for construction of the project(s).

Identify the existing right-of-way (ROW) location and any ROW or easements necessary for the Project. Include size and extent of such ROW and easements and contact information of property owners.

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

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

#### B. Conceptual Drawings

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

- Cover Sheet.
- Survey Control Sheet – The Survey Control Sheet shall include control points with Northing, Easting, Elevation, and Description with Station Offset to the closest alignment. Horizontal alignments included beginning and end stations, and deflections and curve data. Combined ground to grid scale factor and Basis of Bearings.
- Anticipated traffic control phasing.
- Property Layout and Land Ownership.
- Typical Sections.
- Plan and Profile Sheets - Show existing and proposed utility mains and existing services, storm sewers, driveway locations, fittings, and proposed surfacing and drainage items. Utilities to be shown in profile as well. Design Criteria elements like profile grades, K values, and vertical and horizontal curve data shall be shown.
- Cross Sections.
- Plan sheets for Mitigation of Parking Impacts on East Side of Street.
- Plans sheets for Mitigation of Impacts to National Guard.
- Anticipated City Details
- Anticipated Special Details
- Lighting/Signal Concepts
- Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.

1.12 Open House – Conduct open house set up the City Staff presenting the project to the public. City shall notify public of the open house.

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

#### SCHEDULE:

Task 1 shall be completed on or before February 27, 2016 based on the understanding that Notice to Proceed will be issued no later than November 6, 2015.

**EXHIBIT B**  
**SHERIDAN LAKE ROAD RECONSTRUCTION-CANYON LAKE DRIVE TO WEST MAIN STREET**  
**Project No. 15-2270 / CIP 50967**

<b>TASK 1 - PRELIMINARY DESIGN SERVICES</b>		
1.1	Kickoff Meeting	\$ 740.00
1.2	Collect and Review Background Information	\$ 1,512.00
1.3	Perform Site Surveys	\$ 19,228.00
1.4	Determine Locations of Existing Water Services	\$ 2,295.00
1.5	Determine Locations of Existing Sewer Services	\$ 2,295.00
1.6	Individual meetings with Individual Property Owners to discuss ROW/easements/specific project issues and components/occupancy	\$ 3,430.00
1.7	Meet with National Guard Representatives to Determine Design Requirements	\$ 2,370.00
1.8	Analyze Impact to Adjacent Parking Areas	\$ 2,058.00
1.9	Private Utility Base Map Verification Meeting/Determine BHP Relocations	\$ 1,982.00
1.10	Perform Geotechnical Investigation	\$ 4,700.00
1.11A	Conceptual Design Report	\$ 51,107.00
1.11.B	Conceptual Design Drawings	\$ 34,116.00
1.12	Open House	\$ 1,038.00
1.13	Attend Submittal Review Meeting with City Staff	\$ 740.00
1.14	Reimbursables, Printing, Supplies, Mileage, Expendables for Prelim Design	\$ 1,000.00
<b>TOTAL FOR TASK 1-PRELIMINARY DESIGN</b>		<b>\$ 128,611.00</b>

**EXHIBIT C**  
**RATE SCHEDULES FOR**  
**SHERIDAN LAKE ROAD RECONSTRUCTION**  
**CANYON LAKE DRIVE TO WEST MAIN STREET**  
**Project No. 15-2270 / CIP No. 50967**

<b><u>FMG INC., RATE SCHEDULE</u></b>	<b><u>RATE</u></b>
Principal Civil Engineer	\$140.00/hr
Senior Geotechnical Engineer	\$120.00/hr
Senior Civil Engineer	\$115.00/hr
Senior Materials Specialist	\$105.00/hr
Civil Engineer – PE	\$80.00/hr
Civil Engineer – EIT	\$70.00/hr
GIS Specialist	\$80.00/hr
CADD Technician	\$68.00/hr
Engineering Technician	\$52.00/hr
Environmental Scientist	\$80.00/hr
Registered Land Surveyor	\$84.00/hr
Survey Crew Chief	\$65.00/hr
Survey Technician	\$52.00/hr
Senior Administrative Assistant	\$55.00/hr

**FMG INC., VEHICLES & EXPENSES**

Mobilization (support vehicle)	\$0.70/mile
Drill Rig Mobilization	\$2.50/mile
Travel Costs - air, lodging, transport, meals, etc.	cost
Document/Plans Reproduction	cost

**WEST PLAINS ENGINEERING RATE SCHEDULE**

Project Manager – Mike Sigman	\$150.00/hr
Design Engineer – Matt VonHaden	\$105.00/hr
CADD Technician	\$57.00/hr

**STANLEY DESIGN GROUP RATE SCHEDULE**

Principal Landscape Architect	\$100.00/hr
Landscape Architect In Training	\$80.00/hr
Design Technician	\$65.00/hr