

**Agreement Between City of Rapid City and CETEC Engineering Services, Inc.
for Design and Bidding Professional Services for Mount Rushmore Road Utilities
Reconstruction (Tower Rd to Flormann St), Project No. 11-1926 / CIP No. 50840**

A&P
259
1-9-13
1/3 Prof
Sewer

AGREEMENT made January 8, 2013, between the City of Rapid City, SD (City) and CETEC Engineering Services, (Engineer), located at 1560 Concourse Drive, Rapid City, SD, 57703. City intends to obtain services for design and bidding, Projects No. 11-1926 / CIP No. 50840. The scope of services is as described in Exhibits A and B.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in Exhibits A and B, 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.

1.2 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 Exhibits A and B.)
- 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 rate schedule. (See Exhibit C.)

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$150,132.00 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 at the rates 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 to meet the following schedule:

Project 11-1926 (Tower Road to Flormann Street)

65% Submittal	March 29, 2013
95% Submittal	July 26, 2013
Final Plans/Specs	October 18, 2013



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:


MAYOR

DATE: 1-7-13

Engineer:


CETEC Engineering Services, Inc

DATE: 12/31/12

ATTEST:


FINANCE OFFICER

Reviewed By:


Todd Peckosh, Project Manager

DATE: 1/2/13

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME: Todd Peckosh, PE
PHONE: 394-4154
EMAIL: todd.peckosh@rcgov.org

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME: Rich Marsh, PE
PHONE: 341-7800
EMAIL: richm@cetecengineering.com



EXHIBIT A

Mount Rushmore Road Utilities Reconstruction Tower Road to Saint Patrick Street - Project No. 11-1926 CIP 50840

SCOPE OF SERVICES

The City of Rapid City proposes to reconstruct subsurface utilities in conjunction with the South Dakota Department of Transportation's proposed reconstruction of US Highway 16 (Mt. Rushmore Road) from Tower Road north to Kansas City Street. Primary work includes replacement of water mains, sanitary sewer mains and landscaping enhancements as well as coordination of City infrastructure needs with the SDDOT reconstruction project. The landscape enhancements are funded through Vision Fund allocations. Proposed work for the SDDOT Project includes: Grading, PCC Paving, Storm Sewer, Curb & gutter, Roadway Lighting and Traffic Signals. Recent discussions indicate that the SDDOT project is anticipated to be constructed in three phases with construction in 2014, 2015, and 2016.

CETEC Engineering Services, Inc. submitted a proposal, interviewed with City Staff and was selected to complete the design tasks requested in the RFP. The City of Rapid City requested that CETEC complete Task 1 – Preliminary Design Services through 35% from Tower Road to Saint Patrick Street. CETEC Engineering has completed the 35% submittal with the exception of the storm sewer review which will be completed when the SDDOT storm sewer design is received.

The City has requested a separate contract to complete the following task requested in the RFP:

- Tasks (2-3) Final design & Bidding – Tower Road to Flormann St (Construction Phase 1)

If requested by the City of Rapid City, a separate contract amendment will also be necessary for Tasks 4 and 5, Basic and Expanded Construction Services, respectively.

Below are project outlines that list anticipated work items for each task:

TASK 2 - FINAL DESIGN SERVICES

Typically RFP tasks 1.10 and 1.11 are completed in Task 1 however, each are anticipated to be completed in Task 2:

Phase 1: Tower Road to Flormann Street (2014)

-- Fee has been included in this task that was necessary to prepare and complete work associated with the public information meeting for Phase 1 & Phase 2 of the project.

-- Design Portion of Meade Hawthorne Drainage Basin Design Plan element 47 from Mt Rushmore Road storm sewer west to location where natural drainage outlets. This storm sewer element is anticipated to be either along the west side of 2215 MRR (motel) or north side of 2305 MRR (Perkins). Design work on this task will begin once an alignment is selected.

1.1. 65% Submittal (incorporation of 35% comments)

- 1.1.1. Landscaping components coordination for 65%
- 1.1.2. Incorporate 35% Design Review comments into Design Memorandums and resubmit 2 copies to CORC
- 1.1.3. Design information coordination between CETEC and SDDOT
- 1.1.4. 65% Plans
 - 1.1.4.1. Review and prepare Specifications using Draft CORC Corrosion Specifications. Incorporate applicable specification sections and CORC corrosion details into the 65% plans
 - 1.1.4.2. Prepare 65% Removal/Demolition plan sheets for CORC infrastructure to be removed or abandoned.
 - 1.1.4.3. Prepare 65% plan and profile sheets for proposed water and sewer infrastructure. Plans will include station offset information for proposed infrastructure.
 - 1.1.4.4. Prepare typical and standard details to be included within the plans
- 1.1.5. Generate PDF's for all 65% submittal information and upload to CORC via FTP
- 1.1.6. Attend 65% Plans Review meeting at the CORC
 - 1.1.6.1. generate meeting minutes and email PDF copy to CORC
- 1.2. Summarize CORC ROW needs outside of proposed SDDOT work limits for DOT. CETEC will create easement/ROW areas for CORC needs via CAD and transmit file to SDDOT for SDDOT's use in preparing ROW plats and easement documents.
- 2.1. Address 65% review comments and finalize Project Design Technical Memorandums.
 - 2.1.1. Final Technical Memorandums will be submitted at 95%. No work this task.
- 2.2. Prepare easement and ROW exhibits (To be completed by SDDOT with information supplied in task 1.11) NO WORK ANTICIPATED BY CETEC WITH THIS TASK
- 2.3. Erosion and Sediment Control Structural Plan for work areas outside of the SDDOT limits of construction. Does not include separate SWPPP for SDDENR. It is anticipated that the SDDOT will acquire necessary NOI for project via SDDENR.
- 2.4. Coordinate with Utility Companies
 - 2.4.1. Attend one monthly utility meeting (est. 1 meeting 35%)
 - 2.4.1.1. generate meeting minutes and email PDF copy to CORC
 - 2.4.2. Utility design coordination meetings (est. 2 meetings)
 - 2.4.2.1. generate meeting minutes and email PDF copy to CORC
- 2.5. City requirement and Specification review

2.5.1. Design exception preparation and submittal to CORC PW staff. PW staff to place on public meeting agendas if necessary

2.6. Detailed Specification Preparation

2.6.1.No work this task.

2.7. Attend SDDOT Public Meetings (est. 2 meetings @ 4 hours each)

2.7.1.Prepare presentation materials for public meetings. Presentation materials are anticipated to be roll plots of project layouts and power point presentations.

2.8. Attend SDDOT Utility coordination meetings (See Section 2.4. No work this task)

2.9. Review and coordinate with SDDOT on traffic control and construction sequencing (3 meetings)

2.9.1.generate meeting minutes and email PDF copy to CORC

2.10. 95% Submittal

2.10.1. Coordinate landscaping plans and specifications into the 95% plan set.

2.10.2. 95% Plans

2.10.2.1. Complete 95% plans quantity take off and update Engineers Construction Cost Estimate

2.10.2.2. Compile and create applicable general plan notes for the project to be placed on plan sheets.

2.10.2.3. Compile and create project specifications for items not included within the CORC standard specifications

2.10.2.4. Revise 65% Removal/Demolition plan sheets for CORC infrastructure to be removed or abandoned based on CORC design comments.

2.10.2.5. Revise 65% plan and profile sheets for proposed water and sewer infrastructure based on CORC design comments.

2.10.2.6. Complete Construction Sequence/Traffic Control Plans to be coordinated with SDDOT Plans

2.10.2.7. Complete project specific details, standard and supplemental.

2.10.2.8. Generate PDF's for all 95% submittal information and upload to CORC via FTP. 95% PDF Plan set will also be uploaded to SDDOT FTP site. SDDOT shall forward to FHWA.

2.10.2.9. Print 95% 11x17 Plan Sets and submit to the CORC (2 sets total)

2.10.3. Attend 95% Design Review Meeting with CORC Staff

- 2.10.3.1. generate meeting minutes and email PDF copy to CORC
- 2.11. Address 95% Comments from City and SDDOT and revise plans and specifications. It is assumed that FHWA will include a review of the plans with the SDDOT. If the FHWA review is separate from the DOT, hours for specific responses and revisions to the plans are not included.
- 2.12. Prepare permits/exhibits for City Signatures
- 2.13. Identify permits that will be required for the Contractor. Required permits will be listed within the general plan notes in the final plan set.
- 2.14. Submit Plans and Specifications to SDDENR
 - 2.14.1. respond to SDDENR Comments
- 2.15. 100% Final Submittal
 - 2.15.1. Final opinion of probable construction costs based on a unit price contract. It is estimated that this will be a minor revision of the 95% Submittal.
 - 2.15.2. Coordinate and insert final landscaping plans and specifications into the final plan set.
 - 2.15.3. PDF the 100% Plan and Specification submittal and upload to CORC FTP site.
 - 2.15.4. Upload 100% Plan and Specification submittal to SDDOT Bid Letting via FTP
 - 2.15.5. Print 5 Hard Copy 100% Plans and Specifications and submit to CORC.
 - 2.15.6. Compile and transmit electronic project files to CORC. To include PDF plans, plans in AutoCAD format and engineers estimate in Microsoft Excel format.

TASK 3 – BIDDING SERVICES

Phase 1: Tower Road to Flormann Street

- 3.1. Attend and Present Pre-bid conference with SDDOT
 - 3.1.1. Generate meeting minutes and email PDF to CORC
- 3.2. Issue addenda to the bid documents if required.
 - 3.2.1. Prepare addenda and email review copy to CORC.
 - 3.2.2. Incorporate comments and forward electronic addenda to SDDOT for incorporation into the SDDOT electronic bidding process.
- 3.3. Attend Public Works Committee and City Council Meetings (Task Removed, No work)

SUBMITTALS (Tasks 2-3)

- A. Meeting minutes for all meetings that Engineer attends on behalf of the City of Rapid City.
- B. Technical design memorandums to include review of existing design data, reports, drawings, specifications, engineer's estimate and provide general project discussion for design decisions and project recommendations. Generally speaking, the technical design memorandums will be submitted during Task 1, but in some instances, design information may not be available from the SDDOT for the submittal. CETEC will track the progress of the information from the SDDOT and inform the CORC.
- C. Revisions to the technical memorandums based on CORC design comments.
- D. 65%, 95%, 100% plans and specifications. Opinion of probable construction cost at 95% & 100%.
 - a. Electronic PDF will be submitted at 65%, & 95% design stages.
 - b. 2 hard copies at 95%.
 - c. 5 hard copies of the 100% plans and specifications will be submitted. Final drawings and specifications shall contain the certification statement of Conformance with City of Rapid City Standards listed in the RFP.
 - d. Costs estimates and final estimate of quantities in Excel format.
- E. Open house comments/concerns with recommendations for inclusion or exclusion on the project.
- F. Plans and Specifications to SDDENR for review (2 hard copies)

ADDITIONAL SERVICES

Additional Services Requiring Owner's Advance Written Authorization. If authorized in writing by Owner, Engineer shall furnish or obtain from others, additional services of the types listed below.

- A. Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project (which are not part of Basic Services).
- B. Preparation of traffic impact studies, traffic capacity analysis, or pedestrian studies.
- C. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are

required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

- D. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Exhibit A.
- E. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
- F. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- G. Furnishing services of Engineer's Consultants for other than Services identified in Exhibit A.
- H. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- I. Preparing additional Bidding Documents or Contract Documents for work outside of the scope identified in Exhibit A requested by Owner for the Work or a portion thereof.
- J. Assistance in connection with Bid protests, re-bidding, or renegotiating contracts for construction, materials, equipment, or services. Re-bidding or renegotiating contracts to reduce the contract costs to funds available shall be considered Additional Services.
- K. Providing Construction Phase services, Construction Staking services, and Project Record Documents.
- L. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- M. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner other than those outlined in Exhibit A.
- N. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

- O. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
- P. Structural design of retaining walls and bridge elements. Primary design for retaining walls and grades on the project shall be completed by the SDDOT.
- Q. Parking impact studies, parking design concepts, business parking plans and cost estimates associated with removal or modification of business or on street parking.
- R. Design of driveways or approaches into and out of residences or businesses along Mount Rushmore Road or intersecting streets.
- S. Design for items listed in the Mount Rushmore Road Corridor Development plan not specifically included within the scope of work listed in Exhibit A.
- T. Highway and intersecting Side Street design.
- U. Storm sewer design
- V. Private utility design services

ANTICIPATED PROJECT SCHEDULE

Below are anticipated timeframes for each phase of work based on estimated SDDOT bid letting dates. Project schedule is completely dependent on SDDOT plans completion schedule and Right-of-Way acquisition. Because CETEC has no control over the project schedule, hourly billing rates proposed in Exhibit C will be applied when the work is completed. Below is the estimated schedule at the time of this contract.

Notice to ProceedJanuary 2013

Phase 1: Tower Road to Flormann Street

(2013)Task 2January 2013-January 2014 (October 2013 is 95% submittal to SDDOT & FHWA)

(2014)Task 3January-February 2014 (February 5, 2014 is SDDOT tentatively planned bid letting date)



Rich Marsh
CETEC Engineering Services, Inc.
1560 Concourse Drive
Rapid City, SD 57703

November 1, 2012- Original
November 27, 2012 – Revision #1
November 29, 2012 –Revision #2
December 20, 2012 – Revision #3

RE: Mount Rushmore Road Utilities Reconstruction

The following summarizes the Landscape Architectural responsibilities relating to the fee proposal for Mount Rushmore Road Utilities Reconstruction.

Final Design

Phase 1: Task 1 – 65% Design

Task 1.10

- 65% Submittal – Landscape layout plan sheets for the Tower to Cathedral medians.
- Staff will prepare 3 monument layout designs concepts. (concept 1: from the corridor study, concept 2: 35% design submittal, concept 3: TBD) The City will be responsible for providing guidance on the accepted monument. Once an accepted concept is approved Wyss Associates will provide Design Development drawings that include material palette, and colors.
- We will provide irrigation plan and layout, and specifications for all materials required to complete the job.
- Wyss Associates will produce design drawings for a new entry sign feature to be located on the south side of the Tower Road Bridge.
- Both sign and median monument features will include lighting to be completed by others. We will provide aesthetic coordination with lighting.
- The final median and entry way sign will require a structural foundation. Wyss Associates design will include details on for structure and connections to the foundation. We will have the footing design be a requirement of the contract and the contractor.
- Wyss Associates will provide an Opinion of Probable cost for the final design concept for both the median monument feature and new entry way sign.

a: Tower to Cathedral-raised planter bed
a1: monuments in median (3 design alternatives)
Monuments design discussions and coordination with city on final design concepts
Monument light design coordination with electrical
a2: irrigation plan and details

Mount Rushmore Road Utilities Reconstruction
 Exhibit 1: Task Summary
 Dec. 20, 2012

b: Cathedrail to Highland-raised planter bed
b1: monuments in median
b2: irrigation plan and detials
c: Highland to Cleveland- Concrete ped crossing
d: Indiana to Meade - planter bed or concrete
d1: irrigation plan and details
e: RC entrance sign & Landscape Layout at Tower Road Bridge
e1: Irrigation plan and details
f: Tree planting layout in Roadway ditches south of Cathedrail near ROW lines.
g: Typical, Standard and Project Specific Plan Details
h: Specifications
i: PDF 65% submittal and transmit to Cetec
j: Attend 65% Plan Review meeting with CORC

Phase 1: Task 2 – Final design from Tower to Flormann.

Task 2.7

- PLA will attend the project final design Public Meeting

Task 2.10

- 95% Landscape package will be design and developed. The package will include; final landscape plant material design and layout, soil amendmets and recommended structure, irrigation layout and connection to City main, site furnishing package.
- We will work with the design team on the palette of materials for concrete color, sidewalk location, and site furnishings.
- Any specifications required for work listed above will be created per City Standard Specifications and Master Specifications.

Task 2.15

- Final Landscape package will be design and developed. The package will include; final landscape plant material design and layout, soil amendmets and recommended structure, irrigation layout and connection to City main, site furnishing package.
- We will work with the design team on the palette of materials for concrete color, sidewalk location, and site furnishings.
- We will complete final construction documents for the median monument feature and new entry way sign.
- Any specifications required for work listed above will be created per City Standard Specifications and Master Specifications.
- A final bid package will be delivered.

Task 2.5

Mount Rushmore Road Utilities Reconstruction
Exhibit 1: Task Summary
Dec. 20, 2012

- Provide a final design for a new welcome sign to be located on the south side of the Tower Road Bridge.
- Meet with the City to approve to welcome sign
- Provide any specification and construction documents needed to complete to welcome sign with the City.

Phase 1: Task 3—Bidding Tower to Flormann.

Task 3.1

- Staff will attend a pre-bid conference meeting
- Staff will be available to address any addendum items, contractor questions, and bidding clarifications.
- Staff will review the final bid tabulation and provide recommendation pertaining to work listed above.

Fees to complete Task 2 &3 on Phase 1 are projected to be \$50,100.00

Additional effort due to project scope changes, requested changes by the owner or schedule changes will be considered supplemental services. Additionally, unless otherwise agreed to by the parties, the following are Supplemental Services:

- Scale models and illustrative renderings beyond what is outlined above
- Special studies or reports requested in addition to above
- Life cycle cost analyses
- Expert witness testimony

Thank you for working with us and we look forward to delivering a successful project with you. If you have any questions concerning the Scope of Services and Fee above please let me know.

Thank you.



Mark R. Jobman
Senior Landscape Architect/ Project Manager
Wyss Associates, Inc

EXHIBIT B

DESIGN AND BIDDING SERVICES for Phase 1 - Tasks 2 to 3
Mount Rushmore Road Utilities Reconstruction - Tower Road to Flormann Street
Project No. SSW11-1926 / CIP 50840
CETEC Engineering Services, Inc.
TASK SCHEDULE
December 21, 2012

TASK 1 - PRELIMINARY DESIGN SERVICES		Task Cost
--	Prepare for Phase 2 Public Meetings	\$ 11,509.00
--	Design portion of MHDBDP element 47 from MRR west	\$ 8,160.00
1.10	65% Submittal (incorporation of 35% comments)	\$ 22,412.00
1.11	ROW Needs	\$ 1,040.00
Subtotal / Preliminary Design Services		\$ 43,121.00

TASK 2 - FINAL DESIGN SERVICES		Task Cost
2.1	Address 65% review comments and finalize Project Design Technical Memorandums. Submit 2 revised copies to CORC. Submit revised TM's at 95%.	\$ -
2.2	Prepare easement and ROW exhibits (To be completed by SDDOT with information supplied in task 1.11) NO WORK	\$ -
2.3	Erosion and Sediment Control Structural Plan only for water main work from MRR to west to Oakland/Tower outside of the limits of SDDOT Construction. Does not include separate SWPPP for SDDENR.	\$ 1,728.00
2.4	Coordinate with Utility Companies	\$ 1,776.00
2.5	City requirement and Specification review. Submit list of exceptions needed to CORC Staff	\$ 2,136.00
2.6	Detailed Specification Preparation. Task Removed.	\$ -
2.7	Attend SDDOT Public Meetings (est. 2 meetings @ 4 hours each)	\$ 3,272.00
2.8	Attend SDDOT Utility meetings. (See 2.4)	\$ -
2.9	Review and coordinate with SDDOT on traffic control and construction sequencing (3 meetings)	\$ 2,320.00
2.10	95% Submittal	\$ 27,580.00
2.11	Address 95% Comments from City and SDDOT *	\$ 7,416.00
2.12	Provide permits/exhibits for City Signatures. Task Removed.	\$ -
2.13	Identify permits that will be required for the Contractor. Required permits will be included within the general plan notes	\$ 224.00
2.14	Submit Plans and Specifications to SDDENR	\$ 320.00
2.15	Final Submittal	\$ 3,950.00
	Supplies, Mileage, Printing allowances	\$ 300.00
	GPS Expenses	\$ 800.00
	Traffic Control	\$ 200.00
	Subconsultant - Wyss Associates, Inc.	\$ 48,424.00
Subtotal / Final Design Services		\$ 100,446.00

TASK 3 - BIDDING SERVICES		Task Cost
3.1	Prepare, Attend, and present at Pre-bid opening with SDDOT.	\$ 858.00
3.2	Issue addenda to the bid documents as required. Addenda will be in the form of	\$ 3,992.00
3.3	Attend Public Works and Council Meetings. Task Removed	\$ -
	Supplies, Mileage, Printing allowances	\$ 39.00
	Subconsultant - Wyss Associates, Inc.	\$ 1,676.00
Subtotal / Bidding Services		\$ 6,565.00

TOTAL ESTIMATED FEES - Phase 1 (Tasks 2 and 3)		\$ 150,132.00
---	--	----------------------

Note: CETEC shall retain the right to reallocate task costs subject to the maximum limiting fee.

EXHIBIT C

Mount Rushmore Road Utilities Reconstruction Project No. 11-1926 CIP 50840

CETEC Engineering Services, Inc.	2013	2014	2015
Position Title	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate
Principal	\$ 124.00	\$ 127.00	\$ 130.00
Project Manager	\$ 112.00	\$ 115.00	\$ 118.00
Project Engineer	\$ 86.00	\$ 89.00	\$ 91.00
Field Manager / Construction Observer	\$ 74.00	\$ 76.00	\$ 79.00
CADD Manager	\$ 74.00	\$ 76.00	\$ 79.00
Survey Crew Chief	\$ 70.00	\$ 72.00	\$ 74.00
Survey Assistant	\$ 48.00	\$ 49.00	\$ 51.00
Clerical	\$ 44.00	\$ 46.00	\$ 47.00

Hourly Rates modified January 1st of Each Year:

Project Travel: \$ 0.65/mile

GPS Equipment: \$ 40.00/hour

UTV Ranger: \$ 25.00 /hour

Blueline Printing:..... Actual Cost

Outside Printing: Actual Cost

Traffic Control: Actual Cost

Wyss Associates, Inc.	2013 Hourly Billing Rate	2014 Hourly Billing Rate	2015 Hourly Billing Rate
Position Title			
Principal Landscape Architect	\$ 155.00	\$ 160.00	\$ 165.00
Senior Landscape Architect	\$ 109.00	\$ 113.00	\$ 116.00
Design Associate I	\$ 88.00	\$ 91.00	\$ 94.00
Construction Administrator	\$ 109.00	\$ 113.00	\$ 116.00
Administrative Assistant	\$ 44.00	\$ 46.00	\$ 48.00

Terracon Consultants, Inc.	Hourly Billing Rate
Position Title	
Principal Engineer / Geologist	\$ 125.00
Senior Project Engineer /	\$ 110.00
Project Engineer / Geologist	\$ 85.00
Staff or Field Engineer / Geologist	\$ 75.00
Drafter	\$ 50.00
Technician	\$ 46.00
Clerical	\$ 42.00