

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

Date: July 2, 2012

Project Name & Number: Dyess Avenue Drainage and Channel Improvements
Project No. 12-2032

CIP #: 50934

Project Description: To provide professional engineering services.

Consultant: Ferber Engineering Company, Inc..

Original Contract Amount: \$104,835.00	Original Contract Date: July 3, 2012	Original Completion Date: December 31, 2012
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Addendum No:


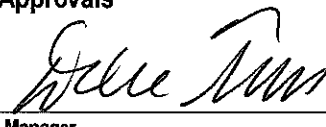

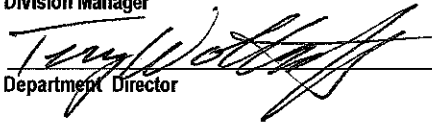
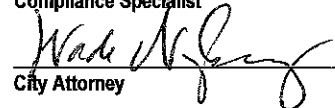
Amendment Description:

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
\$104,835.00	8911	4223	505	
Total				

Agreement Review & Approvals

	
Project Manager	Division Manager
6/19/12	6-19-12
Date	Date
	
Compliance Specialist	Department Director
6/19/12	6-20-12
Date	Date
	
City Attorney	
6/22/12	
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
Appropriation	6/23/12	JRS	(Y) N
Cash Flow			Y N

**Agreement Between City of Rapid City and Ferber Engineering Company, Inc.
for Design and Bidding Professional Services for Dyess Avenue Drainage and
Channel Improvements, Project No. 12-2032 / CIP No. 50934**

AGREEMENT made July 3, 2012, between the City of Rapid City, SD (City) and Ferber Engineering Company, Inc., (Engineer), located at 729 E. Watertown Street Rapid City, South Dakota 57701. City intends to obtain services for design and bidding, Project No. 12-2032, CIP No. 50934. 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 \$104,853.00 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 on or before December 31, 2012 based on an award date of July 3, 2012.

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
DATE: _____

Ferber Engineering Company, Inc.
DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:



Michelle Schweitzer, PROJECT MANAGER

DATE: 6/19/12

CITY'S DESIGNATED PROJECT REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME Michelle Schweitzer
PHONE 605-394-4154
EMAIL michelle.schweitzer@rcgov.org

NAME Dave Muck
PHONE 605-343-3311
EMAIL davemuck@ferberengineering.com



**DYESS AVENUE DRAINAGE AND CHANNEL IMPROVEMENTS
PROJECT NO. 12-2032 / CIP 50934**

EXHIBIT A

The City has determined the need to procure professional services including Preliminary Design Services, Final Design Services, and Bidding Services for the Dyess Avenue Drainage and Channel Improvements project. This project includes reestablishment of the downstream regional drainage channel from an existing 50+ ac-ft detention cell near the intersection of Seger Drive and Dakota Craft Drive south and west across private property approximately 3,600 lineal feet to Dyess Avenue. The project also includes the design and construction of the box culvert crossing of Dyess Avenue. 100-year design flows range from approximately 1,400 cfs at Dyess Avenue to 2,600 cfs at Seger Drive.

The proposed drainage improvements are necessitated by increased upstream development, improved conveyance efficiency of upstream drainage facilities, and the lack of adequate capacity of the existing drainage facilities under Dyess Avenue near Distribution Lane. After every runoff event several properties on the east side of Dyess Avenue become flooded to varying degrees as a result of the lack of a recognizable flow path on the east side of Dyess Avenue. The proposed drainage facilities to remedy the regional drainage issues are outlined in a memorandum provided to the City of Rapid City during preliminary design of the Seger Drive and Dyess Avenue Sanitary Sewer Extension (City Project SS11-1946).

Tasks 1 through 3 presented in the Exhibit are standard items requested by the City of Rapid City. Tasks 4 and 5, construction related services, will be included under a separate contract, if the City determines the need for such services at a later date.

TASK 1 - PRELIMINARY DESIGN SERVICES:

- 1.1 Engineer will attend project Kick-off meeting and record minutes of the meeting.
- 1.2 Engineer will conduct initial meeting with all affected landowners.
- 1.3 Engineer will perform topographic survey along the proposed channel alignment. All survey will be related to City survey control and elevated to National Geodetic Vertical Datum of 1929 (NGVD29).
 - 1.3.1 Engineer will solicit utility information from potentially affected private utility owners.
- 1.4 Engineer will provide the following geotechnical engineering services through a Subconsultant contract with American Engineering & Testing, Inc.
 - 1.4.1 Adequate soil borings along the channel alignment to define existing the existing characteristics of the in-situ soils.
 - 1.4.2 Adequate soil borings along north embankment of the detention cell in order to determine embankment integrity. Minimum testing required to perform the following analyses:
 - 1.4.2.1 End of Construction, and
 - 1.4.2.2 Sudden Drawdown from Maximum Water Surface Elevation.
 - 1.4.3 Prepare a report summarizing lab testing and embankment stability analysis.
- 1.5 Engineer will provide the following structural engineering services through a Subconsultant contract with Albertson Engineering, Inc.
 - 1.5.1 Preliminary designs of concrete wall or MSE block retaining wall options.

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- 1.5.2 Provide miscellaneous structural design and details for box culvert end treatments.
- 1.5.3 Provide box culvert layout and associated details.
- 1.5.4 Prepare construction drawings and specifications per items above.
- 1.6 Drainage Channel
 - 1.6.1 Engineer will prepare one (1) horizontal and vertical layout of drainage channel.
 - 1.6.2 Engineer will prepare layout and details of necessary grade control structures.
 - 1.6.3 Engineer will prepare low flow wetland horizontal and vertical layout, details, etc.
- 1.7 Detention Cell
 - 1.7.1 Engineer will prepare details necessary for modifications to the inlet works of the existing detention cell to accommodate additional box culvert capacity.
 - 1.7.2 Engineer will prepare details necessary for the addition of an emergency spillway to the existing detention cell.
- 1.8 Box Culverts
 - 1.8.1 Engineer will provide horizontal and vertical layouts of box culverts for the project. The proposed box culvert layout will address the location of existing utilities and necessary relocations. In addition, the Engineer will account for the future urban section when determining the location of the box culvert. Reasonable accommodations will be included in the plan for the future sanitary sewer main in Dyess Avenue.
 - 1.8.2 Engineer's Subconsultant will provide necessary details for ancillary items (headwalls, cutoff walls, etc) for the box culverts.
- 1.9 Wetlands
 - 1.9.1 Engineer will delineate wetlands, as defined under Section 404 of the Clean Water Act and as regulated by the United States Army Corps of Engineers (USCOE), within the probable project area disturbance limit.
 - 1.9.2 Engineer will prepare a preliminary wetland mitigation plan that addresses potentially disturbed wetlands within this project as well as develop a plan for use of the detention cell as a preconstructed wetland mitigation site for future City projects.
 - 1.9.3 Engineer will prepare layout and details for a sediment forebay within the detention cell.
 - 1.9.4 Engineer will develop wetland seed mix(es) necessary for channel and detention cell wetlands.
 - 1.9.5 Engineer will prepare perpetual easement exhibits. City will prepare easement text with Engineer input.
 - 1.9.6 Engineer will work with USCOE to develop perpetual easement language that allows long-term maintenance of regional drainage facilities.
- 1.10 Local Drainage
 - 1.10.1 Engineer will complete hydrologic calculations of topographically upstream contributing areas to define necessary controls and conveyances outside and adjacent to the major drainage channel footprint.
 - 1.10.2 Engineer will provide horizontal and vertical layouts of local drainage facilities necessary for upstream stormwater to enter the major drainage channel.
 - 1.10.3 Engineer will provide necessary details for the prescribed local drainage facilities.

**DYESS AVENUE DRAINAGE AND CHANNEL IMPROVEMENTS
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- 1.10.4 Engineer will not provide post-construction erosion and sediment controls over and above those necessary for the construction of the facilities constructed within this project.
- 1.11 Reports
- 1.11.1 A Preliminary Design Report for the major drainage channel extending from downstream limits of this project to Tish Boulevard has been prepared under the Tax Increment Finance District #69 (North Street Fire Station). A copy of this PDR will be included with the documents listed below.
- 1.11.2 Engineer will prepare the following technical documents for this project:
- 1.11.2.1 Technical Memorandum outlining differences between detailed design drainage facilities and original intent outlined in the Seger Drive-Dyess Avenue Sanitary Sewer Extension.
 - 1.11.2.2 Technical Memorandum outlining final landowner negotiations.
 - 1.11.2.3 Technical Memorandum outlining materials investigated for side slope protection of the rectangular portion of the channel.
 - 1.11.2.4 Technical Memorandum outlining final system hydraulics.
 - 1.11.2.5 Wetland Mitigation Plan including delineation and perpetuation.
 - 1.11.2.6 Geotechnical investigation report, including dam embankment stability analysis.
- 1.12 Legal Documents
- 1.12.1 Engineer will prepare a plat creating a single drainage lot over the detention cell.
- 1.12.1.1 Engineer will prepare a plat of the detention cell that creates one parcel from the current major drainage easement on NE ¼ NW ¼ of Section 28, T2N, R8E and Lot 2 of Block 7 of I-90 Heartland Business Park.
- 1.12.2 Engineer will prepare major drainage easement exhibits for each parcel directly impacted by construction of the project.
- 1.12.3 Engineer will prepare temporary construction easement exhibits for each parcel directly impacted by construction of the project.
- 1.12.4 Engineer will prepare necessary perpetual conservation easements for conformance to USCOE permit provisions.
- 1.12.5 Engineer will negotiate with landowners regarding acquisition of property and easements and make recommendations to City regarding compensation for same.
- 1.12.5.1 Engineer is not responsible for any property market analysis, if required by property owner. City will complete or have a market analysis completed under separate contract, if necessary.
- 1.13 Permitting
- 1.13.1 Engineer will prepare application and attachments as necessary for USCOE Section 404 Wetland Permitting.
- 1.13.1.1 Engineer will coordinate with USCOE during preparation of deliverables.
- 1.13.2 Engineer will prepare necessary Location Notice and/or Water Right Permit applications and necessary attachments for dam permitting through the South Dakota Department of Environment and Natural Resources (SDDENR).
- 1.13.2.1 Engineer will coordinate with SDDENR during preparation of deliverables.

**DYESS AVENUE DRAINAGE AND CHANNEL IMPROVEMENTS
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- 1.13.3 Engineer will prepare full erosion and sediment control plans for use by contractor and City in obtaining coverage under the SDDENR General Stormwater Discharge Permit.
- 1.14 Plans and Specifications
 - 1.14.1 Engineer will prepare a 95% plan set.
 - 1.14.1.1 Three (3) sets of 22" x 34" 95% plan sets will be delivered to the City for review.
 - 1.14.2 Engineer will prepare detailed specifications sections, where necessary, to supplement or replace current sections within the City standard specifications. Engineer will prepare detailed specifications for those items of construction not currently addressed by the City standard specifications.
 - 1.14.2.1 One (1) set of detailed specifications will be delivered to the City for review.
- 1.15 Engineer will prepare a 95% Engineer's Opinion of Probable Construction Cost.
- 1.16 Engineer will prepare and submit exception requests to design criteria or specification as necessary. Failure by the City to comment on a nonconforming item during review does not constitute the granting of exceptions.
- 1.17 Engineer will attend a 95% review meeting.

TASK 2 - FINAL DESIGN SERVICES:

- 2.1 Engineer will address 95% review comments for reports, permits, plans, and specifications outlined in Task 1 of this exhibit.
- 2.2 Engineer will submit USCOE 404 Permit application and SDDENR Permit application to the appropriate authorities.
- 2.3 Engineer will meet with affected landowners regarding the final plans and anticipated construction schedule.
- 2.4 Engineer will prepare complete plans and specifications for a unit price construction contract. Plan sheets will be prepared in accordance with current City of Rapid City drafting standards.
 - 2.4.1 Engineer will provide one (1) hardcopy and a PDF version of the final plans and specifications, stamped and signed by a Professional Engineer, for City printing and distribution.
- 2.5 Engineer will prepare and provide final engineer's opinion of probable construction cost.
- 2.6 Engineer will provide one (1) 22" x 34" hardcopy of final plans and specifications to the City.
 - 2.6.1 Engineer will provide AutoCAD™ drawings of construction plans to the City on CD.
 - 2.6.2 Engineer will provide Detailed Specifications to City in Microsoft Word™ on CD.
 - 2.6.3 Engineer will provide the unit price cost opinion in Microsoft Excel™ in the current City of Rapid City bid proposal spreadsheet.
 - 2.6.4 Engineer will provide three (3) hardcopies and one (1) PDF version of the Final Design Report (compilation of technical memorandums).

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2.6.5 All submittals (drawings and specifications) believed by the Engineer of Record to be final, shall contain a Certification Statement of Conformance with City Standards which shall read, "I (insert Engineer of Record's name) Certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City's adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured." This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The "Certification Statement of Conformance with City Specifications" shall be signed and dated by the Engineer of Record.

TASK 3 – BIDDING SERVICES:

- 3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 Conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.
- 3.3 Issue addenda to the bid documents as required.
- 3.4 Attend Public Works Committee and Council Meetings as required.
- 3.5 Engineer shall review Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab and Award Summary.
- 3.6 Engineer shall review construction contract documents and supporting information from the contractor and submit to the City of Rapid City project manager for distribution to City Attorney's office for approval and signatures of the Mayor and Finance Officer.

PROJECT TEAM, MEETINGS, AND SUBMITTALS:

Project team members will include:

- Ferber Engineering Company, Inc.
 - American Engineering Testing, Inc. (Geotechnical Engineering)
 - Albertson Engineering, Inc. (Structural Engineering)
- City Engineering Services staff

Engineer will attend the following meetings:

- Kick-off meeting, Task 1
- 95% Plans and Specifications review meeting, Task 1
- Property owner meetings (coordination and easement acquisition), Task 1
- Prebid Conference, Task 3
- Committee and Council Meetings as required, All Tasks

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Engineer will make the following submittals:

- Kick-off meeting, Task 1 meeting minutes
- Design Reports and Technical Memoranda outlined in Task 1
- 95% complete plans, specifications, contract documents and opinion of probable construction cost.
- Property owner meeting minutes
- Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost, Task 2
- Pre-bid conference meeting minutes, Task 3

The Engineer will allow 15 working days for City review of the 95% complete plans; specifications; contract documents; and opinion of probable construction cost Contract Documents submittal.

**DYESS AVENUE DRAINAGE AND CHANNEL IMPROVEMENTS
PROJECT NO. 12-2032 / CIP 50934**

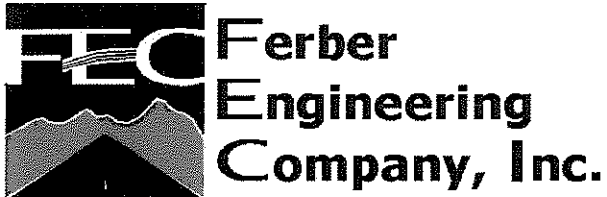
EXHIBIT B

Task #	Description	Subtask Total
1.1	<i>Kickoff Conference, Administration, Progress Meetings</i>	\$4,720.00
1.2	<i>Initial Meeting with Affected Landowners (Group)</i>	\$820.00
1.3	<i>Complete Topographic Survey and Data Gathering</i>	\$5,770.00
1.4	<i>Geotechnical Investigation (AET)</i>	\$6,565.00
1.5	<i>Structural Design (Albertson)</i>	\$12,340.00
1.6	<i>Drainage Channel Design</i>	\$5,910.00
1.7	<i>Detention Cell Design</i>	\$3,240.00
1.8	<i>Preliminary Box Culvert Layout for Structural Engineer</i>	\$870.00
1.9	<i>Wetlands Delineation and Development of Wetland Mitigation Plan</i>	\$16,270.00
1.10	<i>Address Local Drainage Issues</i>	\$1,410.00
1.11	<i>Report Development</i>	\$2,640.00
1.12	<i>Preparation of Legal Documents (Plat and Easements)</i>	\$10,180.00
1.13	<i>SDDENR and USCOE Permit Application Supporting Documentation</i>	\$3,390.00
1.14	<i>Prepare 95% Plans and Specifications</i>	\$14,670.00
1.15	<i>Prepare 95% Engineer's Opinion of Probable Construction Cost</i>	\$960.00
1.16	<i>Design / Specification Exception Preparation and Submittal</i>	\$700.00
1.17	<i>Attend 95% Review Meeting</i>	\$570.00
	TASK 1 TOTAL	\$91,025.00
2.1	<i>Address 95% City Comments</i>	\$3,080.00
2.2	<i>Submit USCOE and SDDENR Permit Applications</i>	\$2,360.00
2.3	<i>Meet with Affected Landowners Prior to Bid Advertising</i>	\$470.00
2.4	<i>Prepare Complete Plans</i>	\$3,860.00
2.5	<i>Final Engineer's Opinion of Probable Construction Cost</i>	\$590.00
2.6	<i>Final Plans and Specifications to City</i>	\$660.00
	TASK 2 TOTAL	\$11,020.00
3.1	<i>Assist City Project Manager with Advertising Authority</i>	\$220.00
3.2	<i>Conduct Pre-bid Conference and Distribute Minutes</i>	\$610.00
3.3	<i>Issue Addenda as Necessary</i>	\$1,170.00
3.4	<i>Attend Public Works and Council Meetings as necessary</i>	\$0.00
3.5	<i>Review Bidder's Proposal, Bid Tab and Award Summary</i>	\$350.00
3.6	<i>Review Construction Contract Documents</i>	\$440.00
	TASK 3 TOTAL	\$2,790.00
	CONTRACT TOTAL FOR TASKS 1 - 3	\$104,835.00

NOTE: Although dollar values have been provided for each task,
FEC shall retain the right to reallocate monies to other tasks,
subject to the limiting maximum fee.

Exhibit B
6/19/2012
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729 East Watertown St, Rapid City, SD 57701 ~ Phone: (605) 343-3311

EXHIBIT C

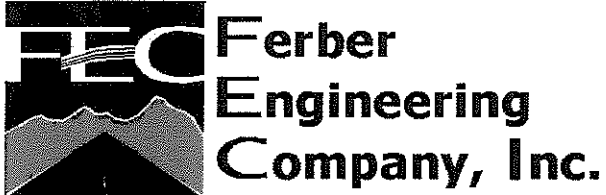
2012 SCHEDULE OF CHARGES

FERBER ENGINEERING COMPANY, INC.

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Professional Engineer	\$110.00
Professional Land Surveyor	\$110.00
Professional Engineer II	\$80.00
Professional Engineer I	\$70.00
GIS	\$75.00
Graduate Engineer II	\$65.00
Graduate Engineer I	\$60.00
Senior Technician	\$75.00
Technician II	\$60.00
Technician I	\$55.00
Drafter	\$50.00
Clerical	\$60.00
Mileage	\$ 0.55

AMERICAN ENGINEERING TESTING, INC. (GEOTECHNICAL ENGINEERING)

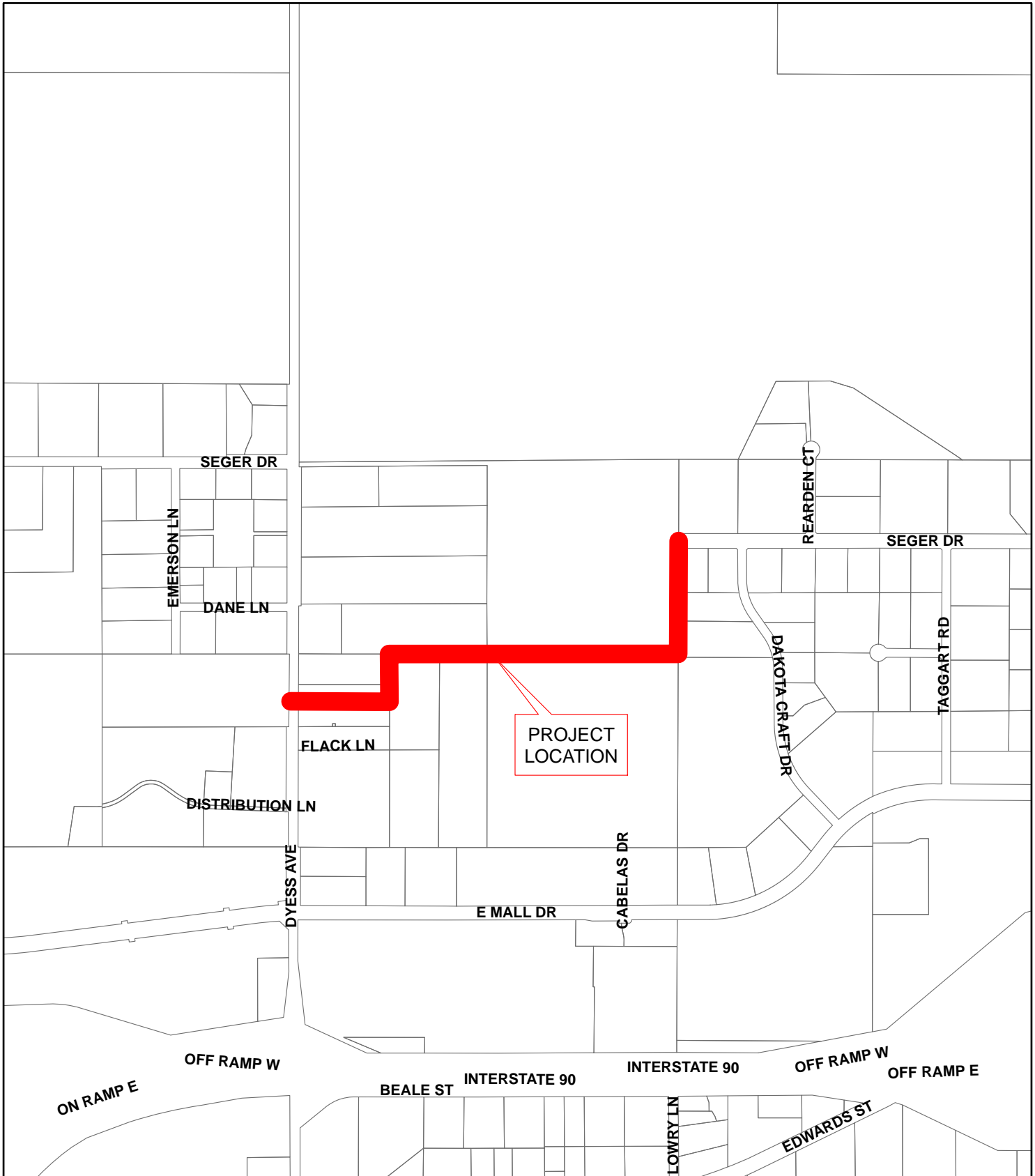
<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Senior Geotechnical Engineer	\$130.00
Geotechnical Engineer	\$90.00
Materials Engineer	\$85.00
Senior Field Technician	\$70.00
Draft Person	\$65.00
Field Technician	\$52.00
Clerical	\$42.00
2-Man Drill Crew & CME 75 Rig	\$185.00



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ALBERTSON ENGINEERING, INC. (STRUCTURAL ENGINEERING)

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal Engineer	\$145.00
Project Engineer II	\$120.00
EIT	\$90.00
Drafting	\$60.00
Clerical	\$50.00



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DRAINAGE & CHANNEL IMPROVEMENTS
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