

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

Date: 10/7/08

Project Name & Number: Robbinsdale Reconstruction Project – Phase One and Two,
PROJECT NO. SSW06-1494 **CIP#:** 50134

Project Description: The existing pavement has heaved, cracked and partially failed. A saturated subgrade is believed to have contributed to the failure of pavements but also the pavements are reaching their design life. The existing water mains are cast iron and have begun failing frequently. The existing sanitary sewer is clay pipe and has problems with joints, root intrusion, displacement, and some structural failure. The existing storm sewer system is non-existent or dramatically undersized.

Consultant: Sperlich Consulting, Inc.

Original Contract Amount: _____ **Original Contract Date:** _____ **Original Completion Date:** _____

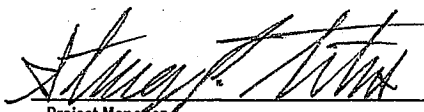
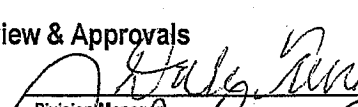
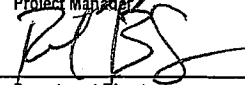
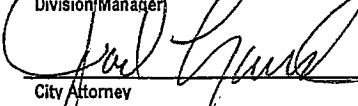
Addendum No: _____

Amendment Description: _____

Current Contract Amount: \$449,750.00 **Current Completion Date:** December 1, 2009
Change Requested: _____
New Contract Amount: \$449,750.00 **New Completion Date:** December 1, 2009

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$89,950.00	833	604	4223	Sewer Enterprise Fund
\$112,437.50	8910	505	4223	Streets
\$89,950.00	8911	505	4223	Drainage
\$157,412.50	933	602	4223	Water Enterprise Fund
\$449,750.00	Total			

 _____ Project Manager	Agreement Review & Approvals 4/9/09 _____ Date	 _____ Division Manager	4-9-09 _____ Date
 _____ Department Director	9-9-09 _____ Date	 _____ City Attorney	4-9-09 _____ 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
4/9/09	DS	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N

**OWNER-ENGINEER AGREEMENT BETWEEN
CITY OF RAPID CITY
AND
SPERLICH CONSULTING, INC.**

This **AGREEMENT** is made and entered into this _____ day of _____, 2009, by and between the City of Rapid City, a South Dakota Municipality, 300 6th Street, Rapid City, South Dakota, hereinafter called the **OWNER**, and Sperlich Consulting, Inc., a South Dakota Corporation, 821 Columbus Street, Suite 1, Rapid City, South Dakota, hereinafter called the **ENGINEER**.

The **OWNER** agrees to employ the **ENGINEER** to render Engineering Services in connection with the **OWNER'S** project described as:

**ROBBINSDALE RECONSTRUCTION PROJECT – PHASE I & II
PROJECT NO.: SSW06-1494 / CIP #50134**

It is agreed that the **ENGINEER** shall perform the services and the **OWNER** shall make payment for same in accordance with the terms and conditions set forth in the attached Articles and Exhibits which are herewith made a part of this Agreement. The Agreement between the parties consists of these terms, Exhibits, attached proposals, and other attachments noted. Together, these elements constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this Agreement must be mutually agreed to in writing. The following attachments are incorporated as “**Supplemental Information**”.

- a. Exhibit “A” – PERSONNEL EFFORT PER PHASE AND PROJECT NUMBER
- b. Exhibit “B” – PROJECT DESCRIPTION/SCOPE OF SERVICES REQUESTED
- c. Exhibit “C” – GENERAL CONDITIONS
- d. Exhibit “D” – SERVICES NOT INCLUDED
- e. Exhibit “E” – EFFECTIVE LABOR RATES
- f. Exhibit “F” – PHASING MAPS

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement (in duplicate) on the day and year first mentioned above.

CITY OF RAPID CITY:

By: _____
Title: Mayor
Date: _____

ATTEST:

By: _____
Title: Finance Officer
Date: _____

ENGINEER:

By: Kale R. McNaboe
Title: Secretary
Date: 4-8-09

Reviewed: [Signature]
4/8/09

EXHIBIT "A"

- A.1 Personnel Effort (Phase 1, Project 1)
- A.1 Personnel Effort (Phase 1, Project 2)
- A.1 Personnel Effort (Phase 2, Project 3)
- A.1 Personnel Effort (Phase 2, Project 4)

For: City of Rapid City
 Attn: Stacey Titus, P.E.
 300 6th Street
 Rapid City, South Dakota 57701

By: Sperlich Consulting, Inc.
 821 Columbus Street, Suite 1
 Rapid City, South Dakota 57701

Project : Robbinsdale Reconstruction Project
 Project #SSW06-1494 CIP#50134
 Project #3185.04

Date: April 8, 2009

PHASE AND PROJECT NUMBER	PHASE 1 PROJECT 1	PHASE 1 PROJECT 2	PHASE 2 PROJECT 3	PHASE 2 PROJECT 4
PRELIMINARY DESING SERVICES (TASK 1)	\$37,860.00	\$44,895.00	\$57,230.00	\$104,965.00
FINAL DESING SERVICES (TASK 2)	\$27,555.00	\$30,335.00	\$46,045.00	\$74,720.00
BIDDING SERVICES (TASK 3)	\$6,510.00	\$4,980.00	\$6,700.00	\$7,955.00
SUB-TOTAL =	\$71,925.00	\$80,210.00	\$109,975.00	\$187,640.00
* GRAND TOTAL BUDGET =				\$449,750.00

*NOTE: NOTE THE TOTAL BUDGET DOES NOT INCLUDE TASK4 OR TASK 5 CONSTRUCTION SERVICES.

PROJECT: Robbinsdale Reconstruction Project

No.: Project #SSW06-1494 CIP#50134

BY: Sperlich Consulting, Inc.

DATE: 4/8/2009

MAPLE AVENUE AND EAST IDAHO STREET (PHASE 1, PROJECT 1)

Number	PHASE 1, PROJECT 1 Desing Phase	Total Costs
TASK 1 - PRELIMINARY DESING SERVICES		
1	KICK OFF CONFERENCE	\$735.00
2	REVIEW BACKGROUND INFORMATION	\$1,260.00
3	PREPARE PROJECT DESIGN REPORT	\$3,720.00
4	PERFORM SITE SURVEY	\$14,375.00
5	IDENTIFY RIGHT-OF-WAY AND EASEMENTS	\$1,090.00
6	PREPARE PRELIMINARY CONSTRUCTION COSTS EST.	\$510.00
7	DETERMINE THE LOCATION AND EXTENT OF GEOTECHNICAL WORK	\$315.00
8	PREPARE PRELIMINARY PLAN AND PROFILE SHEETS	\$8,635.00
9	ATTEND SUBMITTAL REVIEW W/ CITY STAFF	\$630.00
10	ATTEND PUBLIC WORKS AND CITY COUNCIL MEETINGS	\$210.00
11	DEVELOP AND DISTRIBUTE SURVEY QUESTIONNAIRE	\$980.00
12	INDIVIDUAL PROPERTY OWNERS MEETING & OPEN HOUSE	\$3,120.00
13	MEET WITH INDIVIDUAL PROPERTY OWNERS	\$2,280.00
TASK #1 TOTAL COST =		\$37,860.00

Number	PHASE 1, PROJECT 1 Desing Phase	Total Costs
TASK 2 - FINAL DESING SERVICES		
1	FINALIZE PROJECT DESING REPORT	\$1,260.00
2	PREPARE EASEMENT AND ROW EXHIBITS	\$620.00
3	DETERMINE REMOVEL LIMITS	\$530.00
4	FINALIZE THE GEOTECHNICAL REPORT	\$3,370.00
5	INCORPORATE ADA COMPLIANCE ITEMS	\$470.00
6	INCORPORATE EROSION AND SEDIMENT CONTROL ITEMS	\$860.00
7	PREPARE EROSION AND SEDIMENT CONTROL PLANS	\$1,280.00
8	EVALUATE NEPA, WETLAND MITIGATION, ROW CERT. ETC.	\$315.00
9	COMPLETE "FLOOD MANAGEMENT PROJECT WATER QUALITY...FORM"	\$210.00
10	PROVIDE 5-COPIES OF THE FINALIZED PROJECT DESING REPORT	\$1,260.00
11	PROVIDE 5-COPIES OF 65% DESING SERVICES SUBMITTAL	\$590.00
12	ADDRESS 65% SUBMITTAL RED-LINE COMMENTS	\$1,280.00
13	PROVIDE 5-COPIES OF COMPLETE PLANS, SPECS, CONTRACT DOCS, ETC.	\$1,570.00
14	MAKE 11-6-19 SUBMITTAL	\$355.00
15	ADDRESS 100% SUBMITTAL RED-LINE COMMENTS	\$3,410.00
16	PROVIDE COMPLETE PLANS AND SPECS	\$600.00
17	PLAN REVISIONS TO CITY DRAFTING STANDARD	\$110.00
18	PLACE STAKING INFORMATION ON THE PLANS	\$400.00
19	PROVIDE PROJECT LAYOUT TO LOT LINES INCLUDING ADDRESSES	\$165.00
20	PROVIDE CONCEPTUAL TRAFFIC CONTROL PLAN	\$1,230.00
21	COORDINATE WITH UTILITY COMPANIES	\$485.00
22	MAKE DESIGN EXCEPTION SUBMITTALS	\$150.00
23	DETAILED SPECIFICATIONS TO BID DOCUMENT w/ FRONT END DOCS	\$1,440.00
24	PREPARE ALL PERMITS AND EXHIBITS	\$715.00
25	IDENTIFY ALL PERMITS REQUIRED BY THE CONTRACTOR	\$210.00
26	PREPARE "FINAL ENGINEERS ESTIMATE"	\$1,100.00
27	PROVIDE 35-50 COPIES OF THE BID DOCUMENT, PLANS, SPECS, ETC.	\$1,450.00
28	PLACE ENGINEERS CERTIFICATION STAMP ON THE DRAWINGS	\$160.00

Number	PHASE 1, PROJECT 1 Desing Phase	Total Costs
29	SUBMITT PLANS AND SPECS TO THE DENR	\$90.00
30	ARRANGE AND CONDUCT A OPEN HOUSE WITH RESIDENTS	\$1,870.00
	TASK #2 TOTAL COST =	\$27,555.00
	TASK 3 - BIDDING SERVICES	\$0.00
1	ASSIST IN PREPARATION OF CITY'S ADVERTIZING AUTHORITY FORM	\$210.00
2	DELIVER PRINTED PLANS AND SPECS TO CITY	\$300.00
3	PRINT 10-SETS OF 11" X 17" DRAWINGS FOR CITY STAFF USE	\$470.00
4	CONDUCT THE PRE-BID CONFERENCE	\$675.00
5	ISSUE ADDENDA TO THE BID DOCUMENTS	\$1,520.00
6	ATTEND THE BID OPENING	\$210.00
7	ATTEND PUBLIC WORKS AND CITY COUNCIL MEETINGS	\$620.00
8	PREPARE THE BID TAB, FORWARD TO ALL BIDDERS AND PROJECT MGR.	\$720.00
9	PRESENT AWARD RECOMMENDATION TO CITY PROJECT MANAGER	\$255.00
10	PREPARE NOTICE OF AWARD LETTER AND DISTRIBUTE	\$150.00
11	PREPARE CONTRACTS AND SUBMITT TO THE CONTRACTOR	\$690.00
12	REVIEW CONSTRUCITON CONTRACT DOCUMENTS AND SUBMITTALS	\$690.00
	TASK #3 TOTAL COST =	\$6,510.00

MAPLE AVENUE AND EAST IDAHO STREET (PHASE 1, PROJECT 1) = \$71,925.00

PROJECT: Robbinsdale Reconstruction Project

No.: Project #SSW06-1494 CIP#50134

BY: Sperlich Consulting, Inc.

DATE: 3/30/2009

EAST ST. FRANCIS, EAST ST. ANN, ASPEN AVENUE, EAST MEADE STREET (PHASE 1, PROJECT 2)

Number	PHASE 1, PROJECT 2 Desing Phase	Total Costs
TASK 1 - PRELIMINARY DESING SERVICES		
1	KICK OFF CONFERENCE	\$735.00
2	REVIEW BACKGROUND INFORMATION	\$1,260.00
3	PREPARE PROJECT DESIGN REPORT	\$5,000.00
4	PERFORM SITE SURVEY	\$19,975.00
5	IDENTIFY RIGHT-OF-WAY AND EASEMENTS	\$890.00
6	PREPARE PRELIMINARY CONSTRUCTION COSTS EST.	\$510.00
7	DETERMINE THE LOCATION AND EXTENT OF GEOTECHNICAL WORK	\$315.00
8	PREPARE PRELIMINARY PLAN AND PROFILE SHEETS	\$8,265.00
9	ATTEND SUBMITTAL REVIEW W/ CITY STAFF	\$630.00
10	ATTEND PUBLIC WORKS AND CITY COUNCIL MEETINGS	\$315.00
11	DEVELOP AND DISTRIBUTE SURVEY QUESTIONAIRE	\$980.00
12	INDIVIDUAL PROPERTY OWNERS MEETING & OPEN HOUSE	\$3,680.00
13	MEET WITH INDIVIDUAL PROPERTY OWNERS	\$2,340.00
TASK #1 TOTAL COST =		\$44,895.00

Number	PHASE 1, PROJECT 2 Desing Phase	Total Costs
TASK 2 - FINAL DESING SERVICES		
1	FINALIZE PROJECT DESING REPORT	\$1,260.00
2	PREPARE EASEMENT AND ROW EXHIBITS	\$620.00
3	DETERMINE REMOVEL LIMITS	\$530.00
4	FINALIZE THE GEOTECHNICAL REPORT	\$3,400.00
5	INCORPORATE ADA COMPLIANCE ITEMS	\$470.00
6	INCORPORATE EROSION AND SEDIMENT CONTROL ITEMS	\$860.00
7	PREPARE EROSION AND SEDIMENT CONTROL PLANS	\$1,280.00
8	EVALUATE NEPA, WETLAND MITIGATION, ROW CERT. ETC.	\$315.00
9	COMPLETE "FLOOD MANAGEMENT PROJECT WATER QUALITY... FORM"	\$210.00
10	PROVIDE 5-COPIES OF THE FINALIZED PROJECT DESING REPORT	\$1,260.00
11	PROVIDE 5-COPIES OF 65% DESING SERVICES SUBMITTAL	\$590.00
12	ADDRESS 65% SUBMITTAL RED-LINE COMMENTS	\$1,280.00
13	PROVIDE 5-COPIES OF COMPLETE PLANS, SPECS, CONTRACT DOCS, ETC.	\$1,570.00
14	MAKE 11-6-19 SUBMITTAL	\$255.00
15	ADDRESS 100% SUBMITTAL RED-LINE COMMENTS	\$5,650.00
16	PROVIDE COMPLETE PLANS AND SPECS	\$600.00
17	PLAN REVISIONS TO CITY DRAFTING STANDARD	\$110.00
18	PLACE STAKING INFORMATION ON THE PLANS	\$400.00
19	PROVIDE PROJECT LAYOUT TO LOT LINES INCLUDING ADDRESSES	\$165.00
20	PROVIDE CONCEPTUAL TRAFFIC CONTROL PLAN	\$1,440.00
21	COORDINATE WITH UTILITY COMPANIES	\$485.00
22	MAKE DESIGN EXCEPTION SUBMITTALS	\$150.00
23	PROVIDE DETAILED SPECIFICATIONS TO BID DOCUMENT	\$1,020.00
24	PREPARE ALL PERMITS AND EXHIBITS	\$715.00
25	IDENTIFY ALL PERMITS REQUIRED BY THE CONTRACTOR	\$210.00
26	PREPARE "FINAL ENGINEERS ESTIMATE"	\$1,100.00
27	PROVIDE 35-50 COPIES OF THE BID DOCUMENT, PLANS, SPECS, ETC.	\$1,450.00

PHASE 1, PROJECT 2		Total
Number	Desing Phase	Costs
28	PLACE ENGINEERS CERTIFICATION STAMP ON THE DRAWINGS	\$160.00
29	SUBMITT PLANS AND SPECS TO THE DENR	\$90.00
30	ARRANGE AND CONDUCT A OPEN HOUSE WITH RESIDENTS	\$2,690.00
TASK #2 TOTAL COST =		\$30,335.00
TASK 3 - BIDDING SERVICES		
1	ASSIST IN PREPARATION OF CITY'S ADVERTIZING AUTHORITY FORM	\$210.00
2	DELIVER PRINTED PLANS AND SPECS TO CITY	\$300.00
3	PRINT 10-SETS OF 11" X 17" DRAWINGS FOR CITY STAFF USE	\$470.00
4	CONDUCT THE PRE-BID CONFERENCE	\$675.00
5	ISSUE ADDENDA TO THE BID DOCUMENTS	\$695.00
6	ATTEND THE BID OPENING	\$210.00
7	ATTEND PUBLIC WORKS AND CITY COUNCIL MEETINGS	\$620.00
8	PREPARE THE BID TAB, FORWARD TO ALL BIDDERS AND PROJECT MGR.	\$300.00
9	PRESENT AWARD RECOMMENDATION TO CITY PROJECT MANAGER	\$255.00
10	PREPARE NOTICE OF AWARD LETTER AND DISTRIBUTE	\$150.00
11	PREPARE CONTRACTS AND SUBMITT TO THE CONTRACTOR	\$600.00
12	REVIEW CONSTRUCITON CONTRACT DOCUMENTS AND SUBMITTALS	\$495.00
TASK #3 TOTAL COST =		\$4,980.00

PHASE 1, PROJECT 2 = \$80,210.00

PROJECT: Robbinsdale Reconstruction Project

No.: Project #SSW06-1494 CIP#50134

BY: Sperlich Consulting, Inc.

DATE: 4/8/2009

EAST ST. FRANCES, EAST ST. ANN, BIRCH AVENUE (PHASE 2, PROJECT 3)

Number	PHASE 2, PROJECT 3 Desing Phase	Total Costs
TASK 1 - PRELIMINARY DESING SERVICES		
1	KICK OFF CONFERENCE	\$885.00
2	REVIEW BACKGROUND INFORMATION	\$840.00
3	PREPARE PROJECT DESIGN REPORT	\$4,935.00
4	PERFORM SITE SURVEY	\$16,875.00
5	IDENTIFY RIGHT-OF-WAY AND EASEMENTS	\$2,180.00
6	PREPARE PRELIMINARY CONSTRUCTION COSTS EST.	\$855.00
7	DETERMINE THE LOCATION AND EXTENT OF GEOTECHNICAL WORK	\$315.00
8	PREPARE PRELIMINARY PLAN AND PROFILE SHEETS	\$19,315.00
9	ATTEND SUBMITTAL REVIEW W/ CITY STAFF	\$1,260.00
10	ATTEND PUBLIC WORKS AND CITY COUNCIL MEETINGS	\$210.00
11	DEVELOP AND DISTRIBUTE SURVEY QUESTIONAIRE	\$1,520.00
12	INDIVIDUAL PROPERTY OWNERS MEETING & OPEN HOUSE	\$4,360.00
13	MEET WITH INDIVIDUAL PROPERTY OWNERS	\$3,680.00
TASK #1 TOTAL COST =		\$57,230.00

Number	PHASE 2, PROJECT 3 Desing Phase	Total Costs
TASK 2 - FINAL DESING SERVICES		
1	FINALIZE PROJECT DESING REPORT	\$1,890.00
2	PREPARE EASEMENT AND ROW EXHIBITS	\$620.00
3	DETERMINE REMOVEL LIMITS	\$315.00
4	FINALIZE THE GEOTECHNICAL REPORT	\$4,100.00
5	INCORPORATE ADA COMPLIANCE ITEMS	\$680.00
6	INCORPORATE EROSION AND SEDIMENT CONTROL ITEMS	\$1,185.00
7	PREPARE EROSION AND SEDIMENT CONTROL PLANS	\$1,920.00
8	EVALUATE NEPA, WETLAND MITIGATION, ROW CERT. ETC.	\$315.00
9	COMPLETE "FLOOD MANAGEMENT PROJECT WATER QUALITY...FORM"	\$315.00
10	PROVIDE 5-COPIES OF THE FINALIZED PROJECT DESING REPORT	\$2,520.00
11	PROVIDE 5-COPIES OF 65% DESING SERVICES SUBMITTAL	\$590.00
12	ADDRESS 65% SUBMITTAL RED-LINE COMMENTS	\$1,940.00
13	PROVIDE 5-COPIES OF COMPLETE PLANS, SPECS, CONTRACT DOCS, ETC.	\$1,810.00
14	MAKE 11-6-19 SUBMITTAL	\$300.00
15	ADDRESS 100% SUBMITTAL RED-LINE COMMENTS	\$13,370.00
16	PROVIDE COMPLETE PLANS AND SPECS	\$800.00
17	PLAN REVISIONS TO CITY DRAFTING STANDARD	\$330.00
18	PLACE STAKING INFORMATION ON THE PLANS	\$600.00
19	PROVIDE PROJECT LAYOUT TO LOT LINES INCLUDING ADDRESSES	\$165.00
20	PROVIDE CONCEPTUAL TRAFFIC CONTROL PLAN	\$1,910.00
21	COORDINATE WITH UTILTY COMPANIES	\$420.00
22	MAKE DESIGN EXCEPTION SUBMITTALS	\$150.00
23	PROVIDE DETAILED SPECIFICATIONS TO BID DOCUMENT	\$2,370.00
24	PREPARE ALL PERMITS AND EXHIBITS	\$715.00
25	IDENTIFY ALL PERMITS REQUIRED BY THE CONTRACTOR	\$210.00
26	PREPARE "FINAL ENGINEERS ESTIMATE"	\$1,100.00
27	PROVIDE 35-50 COPIES OF THE BID DOCUMENT, PLANS, SPECS, ETC.	\$1,540.00
28	PLACE ENGINEERS CERTIFICATION STAMP ON THE DRAWINGS	\$55.00
29	SUBMITT PLANS AND SPECS TO THE DENR	\$90.00
30	ARRANGE AND CONDUCT A OPEN HOUSE WITH RESIDENTS	\$3,720.00

Number	PHASE 2, PROJECT 3 Desing Phase	Total Costs
TASK #2 TOTAL COST =		\$46,045.00
TASK 3 - BIDDING SERVICES		
1	ASSIST IN PREPARATION OF CITY'S ADVERTIZING AUTHORITY FORM	\$210.00
2	DELIVER PRINTED PLANS AND SPECS TO CITY	\$300.00
3	PRINT 10-SETS OF 11" X 17" DRAWINGS FOR CITY STAFF USE	\$470.00
4	CONDUCT THE PRE-BID CONFERENCE	\$675.00
5	ISSUE ADDENDA TO THE BID DOCUMENTS	\$1,620.00
6	ATTEND THE BID OPENING	\$210.00
7	ATTEND PUBLIC WORKS AND CITY COUNCIL MEETINGS	\$620.00
8	PREPARE THE BID TAB, FORWARD TO ALL BIDDERS AND PROJECT MGR.	\$810.00
9	PRESENT AWARD RECOMMENDATION TO CITY PROJECT MANAGER	\$255.00
10	PREPARE NOTICE OF AWARD LETTER AND DISTRIBUTE	\$150.00
11	PREPARE CONTRACTS AND SUBMITT TO THE CONTRACTOR	\$690.00
12	REVIEW CONSTRUCITON CONTRACT DOCUMENTS AND SUBMITTALS	\$690.00
TASK #3 TOTAL COST =		\$6,700.00

PHASE 2, PROJECT 3 = \$109,975.00

PROJECT: Robbinsdale Reconstruction Project

No.: Project #SSW06-1494 CIP#50134

BY: Sperlich Consulting, Inc.

DATE: 4/8/2009

OAK AVENUE, OAK DRIVE, OAKLAND STREET, MAPLE AVENUE (PHASE 2, PROJECT 4)

Number	PHASE 2, PROJECT 4 Desing Phase	Total Costs
TASK 1 - PRELIMINARY DESING SERVICES		
1	KICK OFF CONFERENCE	\$1,770.00
2	REVIEW BACKGROUND INFORMATION	\$1,260.00
3	PREPARE PROJECT DESIGN REPORT	\$10,080.00
4	PERFORM SITE SURVEY	\$44,400.00
5	IDENTIFY RIGHT-OF-WAY AND EASEMENTS	\$4,540.00
6	PREPARE PRELIMINARY CONSTRUCTION COSTS EST.	\$1,200.00
7	DETERMINE THE LOCATION AND EXTENT OF GEOTECHNICAL WORK	\$315.00
8	PREPARE PRELIMINARY PLAN AND PROFILE SHEETS	\$24,680.00
9	ATTEND SUBMITTAL REVIEW W/ CITY STAFF	\$1,680.00
10	ATTEND PUBLIC WORKS AND CITY COUNCIL MEETINGS	\$420.00
11	DEVELOP AND DISTRIBUTE SURVEY QUESTIONAIRE	\$2,180.00
12	INDIVIDUAL PROPERTY OWNERS MEETING & OPEN HOUSE	\$6,220.00
13	MEET WITH INDIVIDUAL PROPERTY OWNERS	\$6,220.00
TASK #1 TOTAL COST =		\$104,965.00

Number	PHASE 2, PROJECT 4 Desing Phase	Total Costs
TASK 2 - FINAL DESING SERVICES		
1	FINALIZE PROJECT DESING REPORT	\$3,150.00
2	PREPARE EASEMENT AND ROW EXHIBITS	\$620.00
3	DETERMINE REMOVEL LIMITS	\$315.00
4	FINALIZE THE GEOTECHNICAL REPORT	\$6,600.00
5	INCORPORATE ADA COMPLIANCE ITEMS	\$680.00
6	INCORPORATE EROSION AND SEDIMENT CONTROL ITEMS	\$1,185.00
7	PREPARE EROSION AND SEDIMENT CONTROL PLANS	\$2,130.00
8	EVALUATE NEPA, WETLAND MITIGATION, ROW CERT. ETC.	\$315.00
9	COMPLETE "FLOOD MANAGEMENT PROJECT WATER QUALITY... FORM"	\$420.00
10	PROVIDE 5-COPIES OF THE FINALIZED PROJECT DESING REPORT	\$2,570.00
11	PROVIDE 5-COPIES OF 65% DESING SERVICES SUBMITTAL	\$590.00
12	ADDRESS 65% SUBMITTAL RED-LINE COMMENTS	\$6,125.00
13	PROVIDE 5-COPIES OF COMPLETE PLANS, SPECS, CONTRACT DOCS, ETC.	\$1,810.00
14	MAKE 11-6-19 SUBMITTAL	\$300.00
15	ADDRESS 100% SUBMITTAL RED-LINE COMMENTS	\$25,000.00
16	PROVIDE COMPLETE PLANS AND SPECS	\$800.00
17	PLAN REVISIONS TO CITY DRAFTING STANDARD	\$330.00
18	PLACE STAKING INFORMATION ON THE PLANS	\$2,000.00
19	PROVIDE PROJECT LAYOUT TO LOT LINES INCLUDING ADDRESSES	\$550.00
20	PROVIDE CONCEPTUAL TRAFFIC CONTROL PLAN	\$2,560.00
21	COORDINATE WITH UTILITY COMPANIES	\$420.00
22	MAKE DESIGN EXCEPTION SUBMITTALS	\$150.00
23	PROVIDE DETAILED SPECIFICATIONS TO BID DOCUMENT	\$3,600.00
24	PREPARE ALL PERMITS AND EXHIBITS	\$715.00
25	IDENTIFY ALL PERMITS REQUIRED BY THE CONTRACTOR	\$210.00
26	PREPARE "FINAL ENGINEERS ESTIMATE"	\$1,780.00
27	PROVIDE 35-50 COPIES OF THE BID DOCUMENT, PLANS, SPECS, ETC.	\$1,900.00
28	PLACE ENGINEERS CERTIFICATION STAMP ON THE DRAWINGS	\$55.00
29	SUBMITT PLANS AND SPECS TO THE DENR	\$90.00
30	ARRANGE AND CONDUCT A OPEN HOUSE WITH RESIDENTS	\$7,750.00

Number	PHASE 2, PROJECT 4 Desing Phase	Total Costs
TASK #2 TOTAL COST =		\$74,720.00
TASK 3 - BIDDING SERVICES		
1	ASSIST IN PREPARATION OF CITY'S ADVERTIZING AUTHORITY FORM	\$210.00
2	DELIVER PRINTED PLANS AND SPECS TO CITY	\$300.00
3	PRINT 10-SETS OF 11" X 17" DRAWINGS FOR CITY STAFF USE	\$580.00
4	CONDUCT THE PRE-BID CONFERENCE	\$675.00
5	ISSUE ADDENDA TO THE BID DOCUMENTS	\$2,165.00
6	ATTEND THE BID OPENING	\$210.00
7	ATTEND PUBLIC WORKS AND CITY COUNCIL MEETINGS	\$1,040.00
8	PREPARE THE BID TAB, FORWARD TO ALL BIDDERS AND PROJECT MGR.	\$810.00
9	PRESENT AWARD RECOMMENDATION TO CITY PROJECT MANAGER	\$255.00
10	PREPARE NOTICE OF AWARD LETTER AND DISTRIBUTE	\$150.00
11	PREPARE CONTRACTS AND SUBMITT TO THE CONTRACTOR	\$780.00
12	REVIEW CONSTRUCITON CONTRACT DOCUMENTS AND SUBMITTALS	\$780.00
TASK #3 TOTAL COST =		\$7,955.00

PHASE 2, PROJECT 4 = \$187,640.00

EXHIBIT "B"

- B.1 Project Description
- B.2 Project Description Revision
- B.3 Design Criteria
- B.4 Scope of Services Summary
- B.5 Scope of Services Requested
- B.6 Consultants Schedule
- B.7 Payments to the Engineer for Service

B.1 PROJECT DESCRIPTION

The four separately bid projects are anticipated to be designed and bid in a manner that optimizes value for the City. For example, enabling the millings from one project to be utilized on another project for base course; waste material from one project being available as borrow on another project. The consultant shall be cognizant of methods to achieve value for the City in designing the four separately bid projects. One of the projects is proposed to be let early in 2009 and constructed in the late summer and fall of 2009. The other three projects are proposed to be let in the fall and winter of 2009 for construction in 2010. The selected consultant shall develop project limits for each project but in general the limits of the four separately bid projects are anticipated to be as follows:

Phase One - Project One is the reconstruction of E. Idaho from Maple Ave. east to Elm Ave. and the reconstruction of Maple Ave. from Oakland St. south to the high point in Maple Ave. south of E. Idaho. The existing water mains were previously replaced with PVC except for that portion of Maple Ave. south of E. Idaho. The sanitary sewers will need to be replaced in the entire project. The consultant shall evaluate the extent of storm sewer extension west from Elm Ave. The storm sewer extension, however, is anticipated to be primarily for inlet placement in order to intercept curb flows prior to entering Elm Ave. Pavement, sidewalks, and curb & gutter will be reconstructed with under-drains and possible groundwater drains at the bottom of the sanitary sewer trench. In addition, the consultant shall determine if curbside sidewalks may be relocated to the City's standard property line location. This project shall be bid and constructed in 2009.

Phase One - Project Two is a water main replacement project in the Meade Street ROW from Cherry Avenue to St. Joseph Street. There is not an improved street section within this ROW section and surfacing replacement is anticipated to be minor and consist of patching at the start and terminus of the water main project. This section of water main appears to cross the flood plain along the Meade Channel. The existing water main is a 6" CI and an 8" PVC water main is proposed as the replacement.

Another component of this project is to bid and construct water mains in E. St. Francis Street from Elm Ave. east to Birch Ave. and in E. St. Anne St. including from Elm Ave. east to Birch Ave. These streets are proposed to be reconstructed under Phase Two - Project Three, described below, but because of numerous recent water main breaks these water mains have to be replaced as soon as possible and can't wait for the reconstruction project. The existing water mains will need to be replaced with new 8" PVC water mains.

Phase Two - Project Three is the reconstruction E. St. Francis St. from Elm Ave. east to Birch Ave., the reconstruction of E. Saint Anne St. from Elm Ave east to Birch Ave., and the reconstruction of Birch Ave. from E. St. Francis St. south to E. Meade St. The existing water mains are proposed to be replaced under Phase One - Project Two described above except for the water main in Birch Ave., which is an existing 6" PVC. The sanitary sewers will need to be replaced in the entire project. The consultant shall

evaluate the extent of storm sewer extension in Birch Ave. from Meade St. to the north. A storm sewer extension is anticipated in Birch to the E. St. Francis St. intersection. The storm sewer extension is primarily needed for inlet placement in order to intercept curb flows at the intersections of E. St. Francis and Birch and E. Saint Anne and Birch.

Pavement, sidewalks, and curb & gutter will be reconstructed with under-drains and possible groundwater drains at the bottom of the sanitary sewer trench. In addition, the consultant shall determine if curbside sidewalks may be relocated to the City's standard property line location. This project needs to be bid and awarded in 2009 with construction completed in 2010.

Another component of this project is the reconstruction of Aspen Avenue from Meade Street north to East Saint Francis Street. Project components consist of water main replacement, pavement, sidewalk, and curb & gutter reconstruction. The consultant shall evaluate the hydraulic recommendations for the structure contained within the Design Plan for Meade/Hawthorne Drainage Basin and provide a recommendation for bridge repairs. The repairs are anticipated to consist of removing overlay and seal, overlay or repair of top of deck units, reconstructing joints between approach pavement and bridge, installing approved rail system, repairing approach pavement and approach settlement, and installing bridge clearance markers.

Phase Two - Project Four is the reconstruction Oak Ave. from Indiana St. south to Oakland St., the reconstruction of Oak Dr. from Oak Ave. south to Oakland St., the reconstruction of Oakland St. from Prairie Ave. east to Oak Ave. and the reconstruction of Maple Ave. from Indiana St. southeast to Michigan Ave. The existing water mains shall be replaced with new 8" PVC water mains for the entire project except for Oak Ave., which is 6" PVC. The sanitary sewers will need to be replaced for the entire project. The consultant shall evaluate the extent of storm sewer extension in Oak Ave. from Indiana St. to the south. A storm sewer extension is anticipated in Oak Ave. from Indiana to Oakland St. and in Oakland St. west to the Wisconsin Ave. intersection. The storm sewer extension is primarily needed for inlet placement at the intersections of Wisconsin and Oakland St., the intersection of Oak Ave and Oakland St., and the intersection of Oak Ave. and Oakland St.

Pavement, sidewalks, and curb & gutter will be reconstructed with under-drains and possible groundwater drains at the bottom of the sanitary sewer trench. In addition, the consultant shall determine if curbside sidewalks may be relocated to the City's standard property line location. This project needs to be bid and awarded in 2009 with construction completed in 2010.

B.2 PROJECT DESCRIPTION REVISION

Sperlich Consulting, Inc. (ENGINEER) was selected by the City of Rapid City (OWNER) to complete the Robbinsdale Reconstruction Project, Phase I & II. After the Consultant selection process, the Project Description described in the "Request for Proposals" were further refined by the OWNER. The OWNER requested removing

drainage and bridge components from the original description. The following revision was made to the Aspen Avenue portion of "Phase Two - Project Three".

B.2.1 Aspen Avenue (Phase Two - Project Three)

Original Project Description Reads:

Another component of this project is the reconstruction of Aspen Avenue from Meade Street north to East Saint Francis Street. Project components consist of water main replacement, pavement, sidewalk, and curb & gutter reconstruction. The consultant shall evaluate the hydraulic recommendations for the structure contained within the Design Plan for Meade/Hawthorne Drainage Basin and provide a recommendation for bridge repairs. The repairs are anticipated to consist of removing overlay and seal, overlay or repair of top of deck units, reconstructing joints between approach pavement and bridge, installing approved rail system, repairing approach pavement and approach settlement, and installing bridge clearance markers.

Project Description Shall Be Revised to Read:

Another component of this project is the reconstruction of the water main in Aspen Avenue from Meade Street north to East Saint Francis Street.

B.3 DESIGN CRITERIA

Design criteria for the project shall include the current edition of the following items:

1. City of Rapid City Draft Design Criteria Manuals
2. Utility System Master Plan
3. City of Rapid City Standard Specifications (current edition)
4. City of Rapid City Drafting Standards
5. South Dakota DENR Design Criteria
6. Ten States Standards as adopted and supplemented by SD-DENR
7. AASHTO green book (most current edition)
8. Handbook of PVC Pipe Design (UniBell) latest edition

If conflicts are identified between standards to be used or design criteria documents they shall be resolved in favor of the more stringent requirement as determined by the Director of Public Works. Use of other documents or references may be proposed, however, this will require written concurrence from the City through the Project Manager.

B.4 SCOPE OF SERVICES SUMMARY

The professional services to be provided will include Tasks 1 through 3. The Inclusion of Tasks 4 and/or 5 will require a new construction services contract. The five professional services tasks are summarized below:

Under this Contract

- Task 1 – Preliminary Design Services
- Task 2 – Final Design Services
- Task 3 – Bidding Services

Requires a New Construction Services Contract

- Task 4 – Basic Construction Services
- Task 5 – Expanded Construction Services

B.5 SCOPE OF SERVICES REQUESTED

The Scope of Services as Requested will include Tasks 1 through 3. The Inclusion of Tasks 4 and/or 5 would require a new construction services contract, and are therefore not included. The professional services associated with Tasks 1 through 3 consist of: Preliminary Design Services, Final Design Services, and Bidding Services. Each of the Tasks are outlined below.

The professional services to be rendered under this contract will include four (4) separate projects. Each of the four (4) separate projects will require the completion of Tasks 1 through 3 as outlined below, unless indicated otherwise. Where exceptions and/or clarifications to the Tasks are required, they are shown in bold following the Task number.

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. Background information includes City of Rapid City GIS maps, Burns & McDonald Utility Master Plan, Design Plan for Meade/Hawthorne Drainage Basin, Off & On System Bridge Inspections for City of Rapid City 2008, City of Rapid City benchmark data, City of Rapid City water, sanitary sewer and storm sewer maps, the City of Rapid City historical bid tabulation/cost data, and plans of existing facilities.
- 1.3.1 Prepare Project Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Project Design Report. The consultant shall submit design assumptions, design life, design criteria, and reference of design resources. The Project Design Report shall evaluate and recommend pavement design; based on a life cycle cost analysis, preliminary horizontal and vertical alignment for utilities, roadways, and other public improvements. The consultant shall evaluate the hydraulic recommendations for the Aspen Street structure contained within the Design Plan for Meade/Hawthorne

Drainage Basin and provide a recommendation for bridge repairs. Establish pipe sizes, lane configurations, drainage system capacity, complete water quality assessment, etc. Provide justification for the facility and analysis of alternatives. The consultant use the City's Draft Design Criteria Manuals as the basis for establishing design criteria and standards. The project's geotechnical report shall be included within the Project Design Report, and include soil classifications, N values, water levels, proctors, CBR's, resistivity tests, pavement design, and testing recommendations. Submit four (4) copies of the Project Design Report and preliminary plans and specifications to City of Rapid City's project manager for review and comment.

- 1.3.1 **In Phase 1, Projects 1 and 2, the OWNER will respond with comments to the Project Design Report within ten (10) days of submittal. In Phase 2, Projects 3 and 4, the OWNER will respond with comments to the Project Design Report within two (2) weeks of submittal.**
- 1.4 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates.
- 1.5 Identify right-of-way (ROW) and permanent and temporary construction easements acquisition needs. Include size and extent of such ROW and easements and contact information of property owners.
- 1.6 Prepare preliminary opinion of probable construction costs for the project.
- 1.7 Recommend location and extent of geotechnical services investigations necessary to complete design. Geotechnical services typically will be a sub consultant to the Consultant and payment for geotechnical services is the responsibility of the Consultant.
- 1.8.1 Prepare preliminary plan and profile sheets including locations of existing and new utilities and street alignment. Show existing utilities locations with probable depths.
- 1.8.1 **The OWNER will respond with comments to the 35% Submittal within two (2) weeks of its delivery for review**
- 1.9 Attend submittal review meeting with City staff, if necessary.
- 1.10 Attend Public Works and Council meetings as necessary.
- 1.11 Develop and distribute a survey questionnaire to property owners adjacent to proposed construction areas approximately 3 or more months ahead of soliciting bids for construction. The questionnaire should be developed to obtain information on site-specific concerns such as landscaping or irrigation systems, service line locations, special needs such as access considerations during construction, or history of utility or infrastructure problems at the property. Questionnaires would be returned to and evaluated by the consultant, who would follow up with appropriate individual contact with property owners prior to completion of 100% plans and contract documents to review project considerations that may be addressed or mitigated by the project work. This task maybe better completed under Task 2 and shall be established during contract negotiations.

- 1.12 Arrange and conduct individual property owner meetings as necessary and conduct at least one public open house for each Phase Two construction projects (Projects Three and Four).
- 1.13 Meet with individual property owners regarding ROW and permanent and temporary easement needs and regarding specific project issues and components.

TASK 2 - FINAL DESIGN SERVICES:

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

- 2.1 Address City comments from the Task 1 City review(s) and finalize Project Design Report,
 - 2.1.1 **In Phase 1, Projects 1 and 2, the OWNER will respond with final comments to the Project Design Report within ten (10) days of submittal. In Phase 2, Projects 3 and 4, the OWNER will respond with final comments to the Project Design Report within two (2) weeks of submittal.**
- 2.2 Assist the City with easement(s) acquisition, and obtain property owner contact information, prepare easement and ROW exhibits as necessary, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings.
- 2.3 Determine removal limits with approval of City of Rapid City representative.
- 2.4 Coordinate with the geotechnical engineer to complete these services, and provide a geotechnical report to be included in the Project Design Report and project plans or specifications,
- 2.5 Incorporate ADA compliance items, for example fillet, driveway and sidewalk improvements,
- 2.6 Incorporate Erosion and Sediment Control items,
- 2.7 Provide Erosion and Sediment Control Plans, and include the appropriate bid items in the bidders proposal if more than one acre is disturbed. If less than one acre is disturbed, the contractor shall provide an Erosion and Sediment Control Plan and a bid item for "Erosion and Sediment Control Plan" shall be included in the bidders proposal.
- 2.8 If federally funded, incorporate NEPA requirements, wetland mitigation, monetary, ROW certification, environmental certification, SHPO, Architectural, Catx noise analysis, FONSI, etc.
- 2.9 Complete the, "Flood Management Project Water Quality Impact Assessment Checklist Form", attachment three and incorporate applicable measures within the construction documents as necessary.
- 2.10 Provide five (5) copies of the finalized Project Design Report,
- 2.11 Provide five (5) copies of an approximately 65% Design Services submittal for Phase One - Project One, Phase Two – Projects Three and Four. The submittal shall consist of plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City's project manager for review.

- 2.11.1 **In Phase 2, Projects 3 and 4, the OWNER will respond with comments to the 65% Submittal within two (2) weeks of its delivery for review. The 65% Submittal shall not be required as part of Phase 1, Projects 1 and 2.**
- 2.12 Address City comments from the City review(s) of 65% submittal,
- 2.13 Provide five (5) copies of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City's project manager for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.
- 2.14 Provide and make submittals for review by the Rapid City Planning Commission per SDCL §11-6-19 submittal if required. Provide supplemental information and attend Planning Commission meetings as necessary to present the project or to respond to any questions or concerns.
- 2.15 Address 100% submittal staff comments as necessary.
- 2.15.1 **The OWNER will respond with comments to the 100% Submittal within two (2) weeks of its delivery for review.**
- 2.16 Provide complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- 2.17 Plans documents shall adhere to current City of Rapid City guidelines. A sample of City proposed drawing content and drafting standards will be provided to the consultant selected and the consultant shall in general comply with this proposed drawing content and drafting standards.
- 2.18 Staking information shall include either of the following formats:
On the Plans
- Station offsets for all items of work requiring field staking.
- In tabular form on a plan sheet (schedule)
- Coordinates and description of inter-visible control points.
 - Coordinates of all items of work requiring field staking.
 - Benchmark information shall be provided on each sheet.
- 2.17 Provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area). Identify if property is owner occupied or a rental.
- 2.18 Provide conceptual traffic control plan showing all streets and alleys that may be impacted by the construction of this project. Show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plan. Traffic control plans shall indicate suggested sequence, intent, and general guidelines, but does not require identification or placement of project specific traffic control items. The City will provide an electronic version of an aerial photo for the selected consultant's use. The traffic control plan shall address both vehicular travel as well as bike, pedestrian, and ADA access.
- 2.19 Coordinate directly with utility companies' engineering divisions to ensure that all existing utilities are completely and accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the

- plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete followed by a specific private utility coordination meeting in two to three weeks.
- 2.20 If desiring exceptions from City requirements or specifications, it is the Consultant's responsibility to request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.
- 2.21 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Typically project drawing specific issues should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification.
- 2.22 Prepare any and all permits with exhibits required for the City.
- 2.23 Identify permits that will be required for the Contractor. Identify permit costs and indicate if permit costs are paid for directly by the owner or if it is a Contractor cost. Typically all permit costs are the Contractor's obligation.
- 2.24 Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 2.25 Deliver the following:
- Provide thirty-five (35) to fifty (50) copies of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost to the City of Rapid City's project manager for City distribution.
 - Provide complete plans on CD compatible with AutoCAD Release 2006 to 2008 format.
 - o Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
 - Provide complete specifications and contract documents on CD in Microsoft Word XP or previous versions.
 - Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City "Engineer's Estimate" form.
 - o Provide Engineer's Estimate of probable construction costs as a component of this submittal.
- 2.26 All submittals (drawings and specifications) believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance with City Standards which shall read, "I (insert Engineer of Record's name) Certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City's adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured ". This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The "Certification Statement of Conformance with City Specifications" shall be signed and dated by the Engineer of Record.

- 2.27 The Consultant shall submit plans and specifications to the Department of Environment and Natural Resources for approval, and shall address any comments or corrections required.
- 2.28 Prior to the advertisement for bids, arrange and conduct a public open house with affected residents. The open house shall be held sufficiently ahead of the project advertisement for bids such that public comments and concerns may still be addressed within the final project documents. Notice of the open house shall be mailed to all property owners adjacent to the proposed work area(s), as well as those in the immediate area who may be directly impacted by the construction, as determined by the City. The Consultant shall tabulate the public comments and concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.

TASK 3 – BIDDING SERVICES:

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

- 3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 Print plans and specifications for City distribution to bidders and the City of Rapid City, refer to "Deliverable" above in Task 2.
- 3.3 Print and distribute ten (10) copies plans/ drawings to the City of Rapid City at 11" x 17" scale for construction services personnel.
- 3.4 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees. An example of an agenda is enclosed as Attachment Five for your information.
- 3.5 Issue addenda to the bid documents as required.
- 3.6 Attend the bid opening (to be held at the City Finance Office).
- 3.7 Attend Public Works Committee and Council Meetings as required.
- 3.8 Prepare the Bid Tab in City of Rapid City Microsoft Excel project book format and submit electronic Bid Tab and a printed hard copy to Engineering Services within one (1) working day of the bid opening. Forward a copy of the final bid tab to all bidders and project manager.
- 3.9 Present award recommendation to City of Rapid City project manager.
- 3.10 Prepare Notice of Award letter for City of Rapid City project manager signature and distribution to contractor for execution.
- 3.11 Prepare contracts and submit to contractor for execution.
- 3.12 Review construction contract documents and other submittals from the contractor and submit to City of Rapid City project manager for distribution to City Attorney's for approval and signatures of the Mayor and Finance Officer.

B.6 CONSULTANT SCHEDULE

The Consultants services shall be in accordance with the schedule set forth below:

Contract Negotiations Complete Phase One and Two (Project One, Two, Three, and Four)	April 6, 2009
Notice to Proceed with Design Phase One and Two (Project One, Two, Three, and Four)	April 21, 2009
Phase One - Project One: Final Plans, Specifications, and Contract Documents Complete – (Idaho from Maple Ave. east to Elm Ave. and Maple Ave. from Oakland St. south to the high point in Maple Ave.)	July 7, 2009 or sooner
Phase One - Project One: Bid Opening	July 28, 2009 or sooner
Phase One - Project One: 100% Proposed Construction Completion	Approx. November 6, 2009
Phase One - Project Two: Final Plans, Specifications, and Contract Documents Complete – (Water main replacements Meade Street ROW, E. St. Francis Street, and E. St. Anne St.)	June 24, 2009 or sooner
Phase One - Project Two: Bid Opening	July 14, 2009 or sooner
Phase One - Project Two: 100% Proposed Construction Completion	Approx. October 30, 2009
Phase Two - Project Three: Final Plans, Specifications, and Contract Documents Complete – (St. Francis St., E. Saint Anne St., and Birch Ave.)	October 23, 2009 or sooner
Phase Two - Project Three: Bid Opening	November 10, 2009 or sooner
Phase Two - Project Three: 100% Proposed Construction Completion	Approx. August 6, 2010

Phase Two - Project Four: Final Plans, Specifications, and Contract Documents Complete – (Oak Ave., Oak Dr., Oakland St., and Maple Ave.)

November 13, 2009 or sooner

Phase Two - Project Four: Bid Opening

December 1, 2009 or sooner

Phase Two - Project Four: 100% Proposed Construction Completion

Approx. October 29, 2010

B.7 PAYMENTS TO THE ENGINEER FOR SERVICE

For the engineering services performed by the ENGINEER under this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by the Consultant in connection with the Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of the Agreement, the OWNER will pay the ENGINEER as follows:

For the Engineering Services described in Section B.5, the OWNER will pay the ENGINEER in accordance with the provisions of "Exhibit C". The services will be billed on a unit-cost basis. The unit costs are considered fixed; however, the task subtotals and total fee will vary depending on the actual work performed and conditions. The estimated fees for the services outlined in Section B.5 are as follows:

TASK NUMBER	PHASE 1 PROJECT 1	PHASE 1 PROJECT 2	PHASE 2 PROJECT 3	PHASE 2 PROJECT 4
TASK #1	\$37,860.00	\$44,895.00	\$57,230.00	\$104,965.00
TASK #2	\$27,555.00	\$30,335.00	\$46,045.00	\$74,720.00
TASK #3	\$6,510.00	\$4,980.00	\$6,700.00	\$7,955.00
SUB-TOTAL =	\$71,925.00	\$80,210.00	\$109,975.00	\$187,640.00

TOTAL ESTIMATED PROJECT FEES = \$449,750.00

The "Total Estimated Project Fee" is a maximum not to exceed value. The actual amount billed per Phase and Project vs. Task Number may be more or less than indicated in the proceeding Table.

Total project fees will not exceed the estimated fee without justification from the Consultant and prior approval of the City of Rapid City.

For additional services rendered pursuant to "Exhibit C", Section 7.0, the OWNER will pay the ENGINEER on the basis of the ENGINEER's standard hourly rates.

EXHIBIT "C"

C.1 General Conditions

EXHIBIT "C"
GENERAL CONDITIONS

SECTION 1.0 - STANDARD OF CARE

- 1.1 Consultant agrees to perform the services set forth in this Agreement in accordance with generally accepted professional practices, in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed. Consultant's services shall not be subject to any other express or implied warranties whatsoever.
- 1.2 Client recognizes that site characteristics and subsurface conditions may vary from those observed at locations where observations, borings, surveys, or explorations are made, and that site conditions may change with time. Client further recognizes that even with a comprehensive sampling and testing program, implemented with experienced personnel who function in accordance with a professional standard of care, there may be failure to detect certain conditions. Client will furnish to Consultant all reports, data studies, plans, specifications, documents and other information deemed necessary by Consultant for performance of the services. Consultant may rely upon Client provided documents in performing the services but Consultant assumes no responsibility or liability for the accuracy of such documents. Data, interpretations, and recommendations by Consultant will be based solely on information available to Consultant, and Consultant will not be responsible for hidden conditions or other parties' interpretations or use of the information developed.

SECTION 2.0 - SITE ACCESS AND RIGHT OF ENTRY

- 2.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for Consultant to perform the work set forth in this Agreement. Client will notify and all possessors of the project site that Client has granted Consultant free access to the site. Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur but in the absence of any written damage agreement, Consultant shall not be liable or responsible for such damage. Any additional costs to facilitate site access will be charged to the Client at cost.

SECTION 3.0 - TIME

- 3.1 The Consultant will perform the professional services in a timely manner consistent with sound engineering practices.

SECTION 4.0 - DELAYS

- 4.1 It is recognized that unforeseen events or circumstances may arise causing delays beyond the control of either the Client or the Consultant. Whenever such delays occur or are about to occur, The Consultant shall immediately notify the Client. If such delays are not the fault of the Consultant and will increase his cost of performing the services required under this Agreement, the parties hereto shall enter into a written agreement describing the additional cost and the compensation therefore.

SECTION 5.0 - OWNERSHIP OF DOCUMENTS

- 5.1 Reports, drawings, specifications, field data, laboratory test data, calculations, estimates, and other materials resulting from Consultant's efforts are intended solely for purposes of this Agreement; any reuse by Client or others for purposes outside of this Agreement or any failure to follow Consultant's recommendations, without Consultant's written permission, shall be at the user's sole risk. Client will furnish such reports, data, studies, plans, specifications, documents, and other information deemed necessary by Consultant for proper performance of its services. Consultant may rely upon Client-provided documents in performing the services required under this Agreement; however, Consultant assumes no responsibility or liability for their accuracy. Client-provided documents which are prepared, as instruments of service, shall remain Consultant's property and Consultant shall retain copyrights to these materials. Consultant will retain all pertinent records relating to services performed for a period of six years following submission of a report during which period the records will be made available to Client at all reasonable times.

SECTION 6.0 - SAFETY AND WORK PROGRESS

- 6.1 The Consultant will perform professional services in accordance with custom and practice within the locality and in no instance is to be responsible for methods of performance of the work, superintendence, sequencing of construction, or safety in or about the jobsite.

SECTION 7.0 - CHANGE IN SCOPE

- 7.1 It is recognized by the parties of this Agreement that unforeseen circumstances may arise during the development and completion of the project, which will dictate changes in the scope of work, the procedures and the Consultant's fees.
- 7.2 Consultant shall identify the changed conditions which in Consultant's judgment make such modification necessary, and Consultant and Client shall promptly and in good faith enter into modification of the work scope and fees of this agreement to help permit Consultant to continue to meet Client's needs. If mutually agreed in writing by the Client and the Consultant, the Consultant shall perform or obtain the services of others to perform any additional activities deemed necessary for completion of the project. Additional Services are not included as part of the original proposal and will be paid by the Client as provided in writing through subsequent work proposals, at the established rates and fees.

SECTION 8.0 - CHANGE ORDERS

- 8.1 Whenever there occurs any change(s) affecting the scope or nature of the work and the terms and requirements of this Agreement, the Consultant shall issue a written supplemental agreement to be agreed upon by both parties hereto and become a part of this Agreement. The Supplemental Agreement shall describe the nature of and the reasons for such change and any change in compensation to be paid to the Consultant by the Client.

SECTION 9.0 - INVOICES AND PAYMENT

- 9.1 The Consultant will submit invoices to the Client monthly and/or a final bill upon completion of services. The invoices will be prepared in accordance with the applicable cost items indicated in Article I proposal(s), related attachments, and for any Additional Services provided.
- 9.2 If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.
- 9.3 Payment is due upon presentation of the invoice and is past due forty-five (45) days from the invoice date. Invoices are delinquent if payment has not been received within forty-five (45) days from the date of invoice. Client's failure to pay Consultant within seventy five (75) days may constitute a breach of this Agreement.
- 9.4 Payment to Consultant by Client is in no instance contingent upon Client's receipt of payment from any additional party including, but not limited to, insurance companies or governmental compensation funds.

SECTION 10.0 - RISK ALLOCATION

- 10.1 The Owner and Client acknowledges that the Consultant is a corporation and agrees that any claim made by the Owner or Client arising out of any act or omission of any director, officer or employee of the Consultant in the execution or performance of this agreement, shall be made against the Consultant and not against such director, officer or employee.

SECTION 11.0 - INSURANCE

- 11.1 The Consultant represents and warrants that it and its agents, staff, and sub-consultants employed by it is and protected by worker's compensation insurance and that the Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. The Client shall be named as additional insured on the public liability and property damage insurance. Certificates for all such policies of insurance shall be provided to the Client prior to beginning work.

SECTION 12.0 - ASSIGNS

- 12.1 Neither the Client nor the Consultant shall delegate, assign, sublet, or transfer his duties or interest in this Agreement without the written consent of the other party.

SECTION 13.0 - TERMINATION

- 13.1 This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of

termination, the Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

- 13.2 In the event of termination, or suspension for more than three (3) months prior to completion of all drawings, specification, reports and other instruments contemplated by this Agreement, the Consultant may complete such analysis and records as are necessary to complete his files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of the Consultant in completing such analysis, records and reports.

SECTION 14.0 - FORCE MAJEURE

- 14.1 Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions, or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

SECTION 15.0 – SEVERABILITY AND SURVIVAL

- 15.1 Any element of this Agreement later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and Consultant will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Agreement allocating liability and defining indemnities between Client and Consultant shall survive the completion of the services hereunder and the termination of this Agreement for any cause.

SECTION 16.0 – GOVERNING LAW

- 16.1 The law of the State of South Dakota will govern the validity of the Agreement terms, their interpretation and performance.
- 16.2 This Agreement is binding upon the parties, their heirs, successors and assigns.
- 16.3 The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Agreement.

EXHIBIT "D"

D.1 Services Not Included

EXHIBIT "D"
SERVICES NOT INCLUDED

1.0 SERVICES NOT INCLUDED

The following services are not included in our scope of services. These services may be added at the request of the City of Rapid City, upon receipt of a written amendment to the contract. Such amendment to the contract would require additional fees.

- 1.0 Preparation of Plats
- 2.0 Construction Staking
- 3.0 Financial or Accounting Counseling (i.e. bid bonds, performance bonds, etc.)
- 4.0 Legal Services
- 5.0 Auditing Services

EXHIBIT "E"

E.1 Effective Labor Rates

EXHIBIT "E"
EFFECTIVE LABOR RATES

SPERLICH CONSULTING, INC.
HOURLY RATES AND REIMBURSABLE COSTS
2009

Principal – Project Manager	\$ 105.00/hr.
Principal Design Engineer	\$ 105.00/hr.
Design Engineer	\$ 85.00/hr.
Registered Land Surveyor	\$ 100.00/hr.
Survey Crew – 2 Man	\$ 95.00/hr.
Survey Crew – 3 Man	\$ 135.00/hr.
Engineer's On - Site Representative	\$ 400.00/day
Design Tech I	\$ 65.00/hr.
Design Tech II	\$ 55.00/hr.
Clerical	\$ 45.00/hr.
Mileage	\$ 0.55/mi.
Blue line copies	\$ 0.40/s.f.
Mylar Copy-15x26	\$ 5.00/each
Photo copies	\$ 0.50/ea.
Authorized commercial travel	1.1 x cost
Other Reimbursable Expenses	1.1 x cost

EXHIBIT "F"

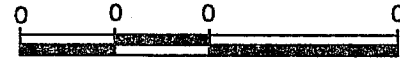
- F.1 PHASE 1 – PROJECT 1 (MAP)
- F.2 PHASE 1 – PROJECT 2 (MAP)
- F.3 PHASE 2 – PROJECT 3 (MAP)
- F.4 PHASE 2 – PROJECT 4 (MAP)

ROBBINSDALE RECONSTRUCTION PROJECT V041409-06
PROJECT # SSW06-1494 CIP # 50134

JOB # 3185.01
STREET RECONSTRUCTION,
STORM SEWER,
WATER, AND SEWER

PHASE 1-PROJECT 1

MARCH 6, 2009



SCALE: N.T.S



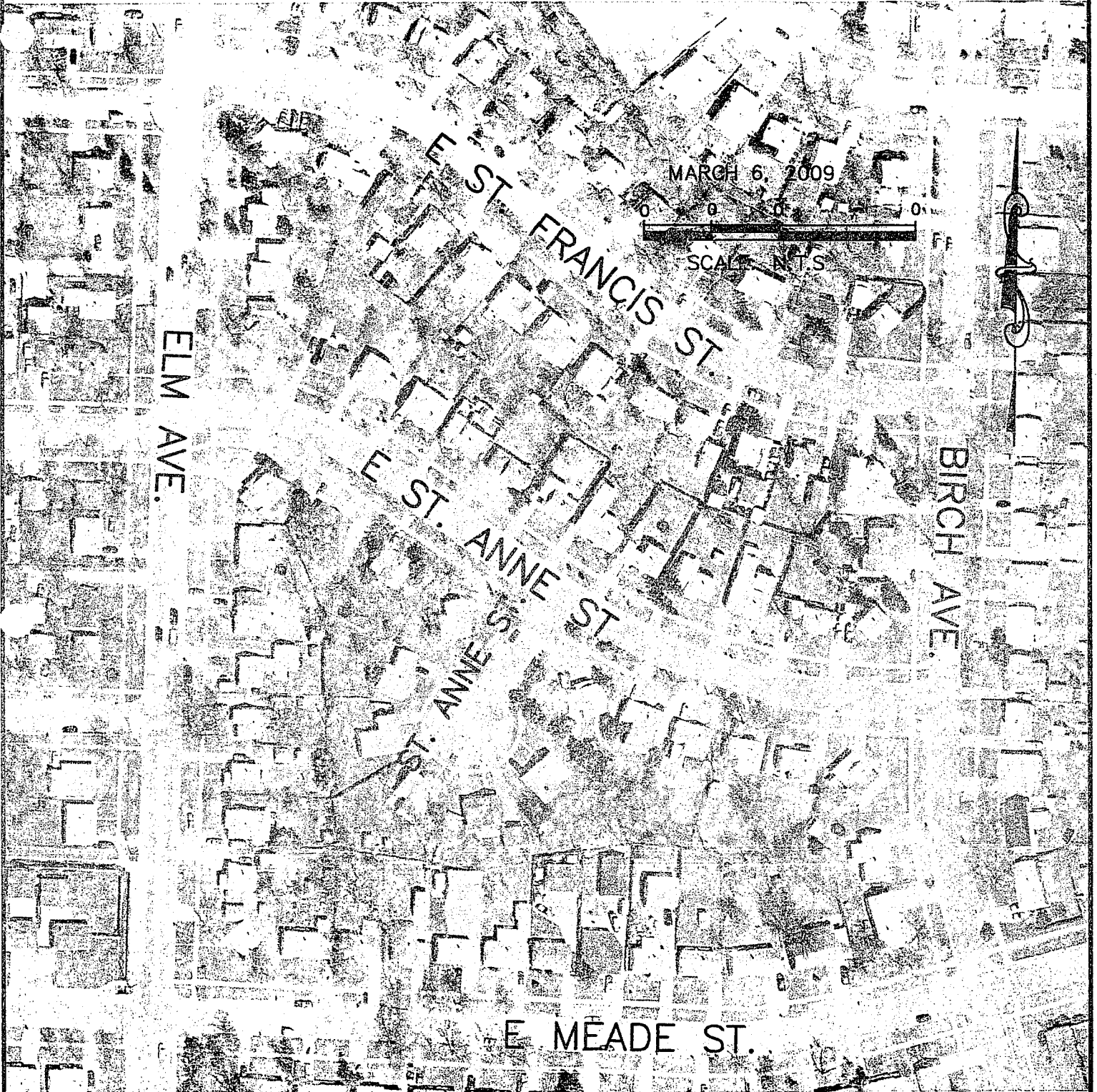
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ROBBINSDALE RECONSTRUCTION PROJECT 041409-06
PROJECT # SSW06-1494 CIP # 50134



JOB # 3185.02
WATER MAIN REPLACEMENT
EACH STREET

PHASE 1-PROJECT 2

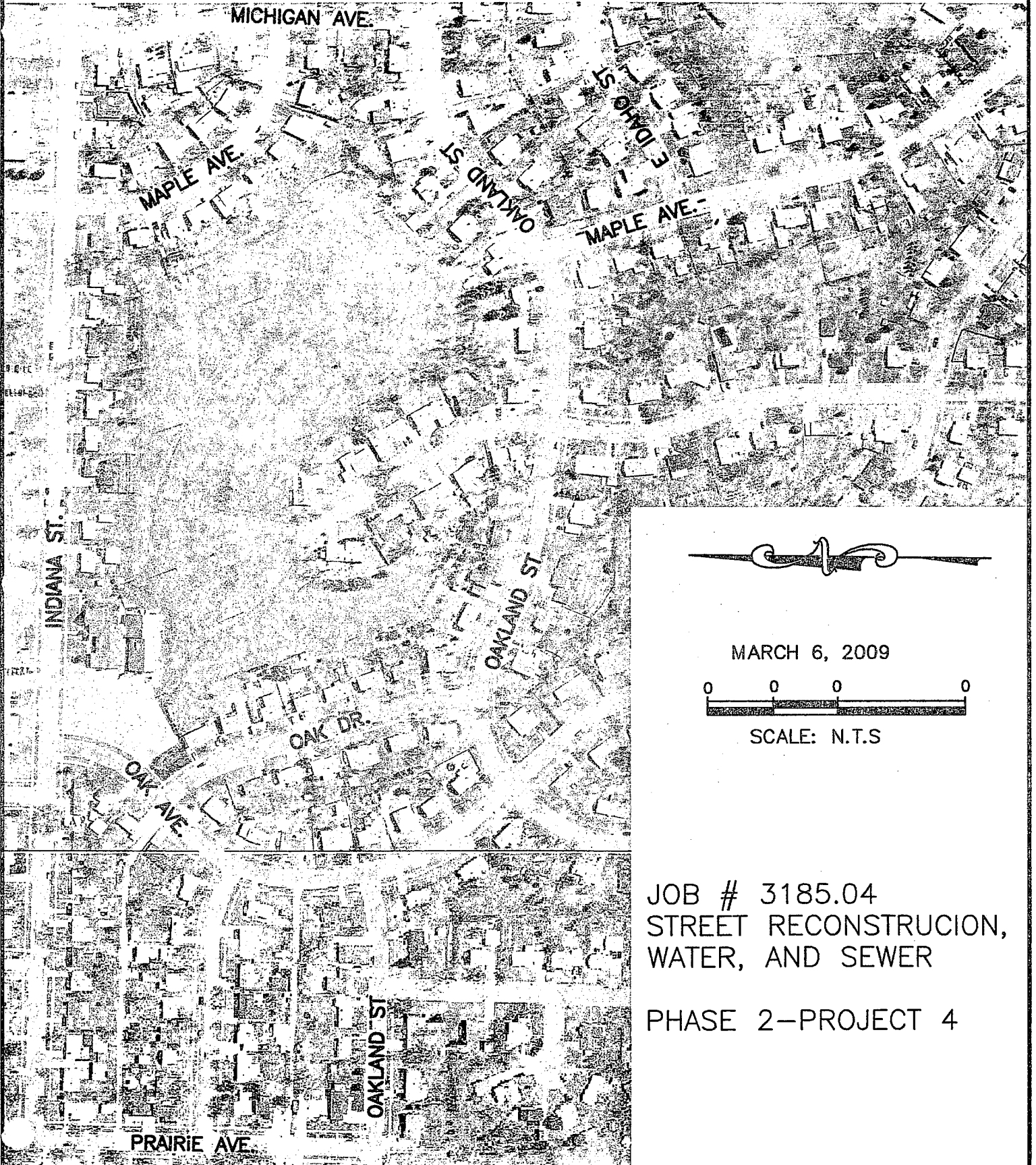
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PROJECT # SSW06-1494 CIP # 50134



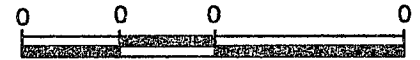
JOB # 3185.03
STREET RECONSTRUCTION,
SEWER, AND STORM SEWER

PHASE 2-PROJECT 3

EXHIBIT "A"
ROBBINSDALE RECONSTRUCTION PROJECT W041409-06
PROJECT # SSW06-1494 CIP # 50134



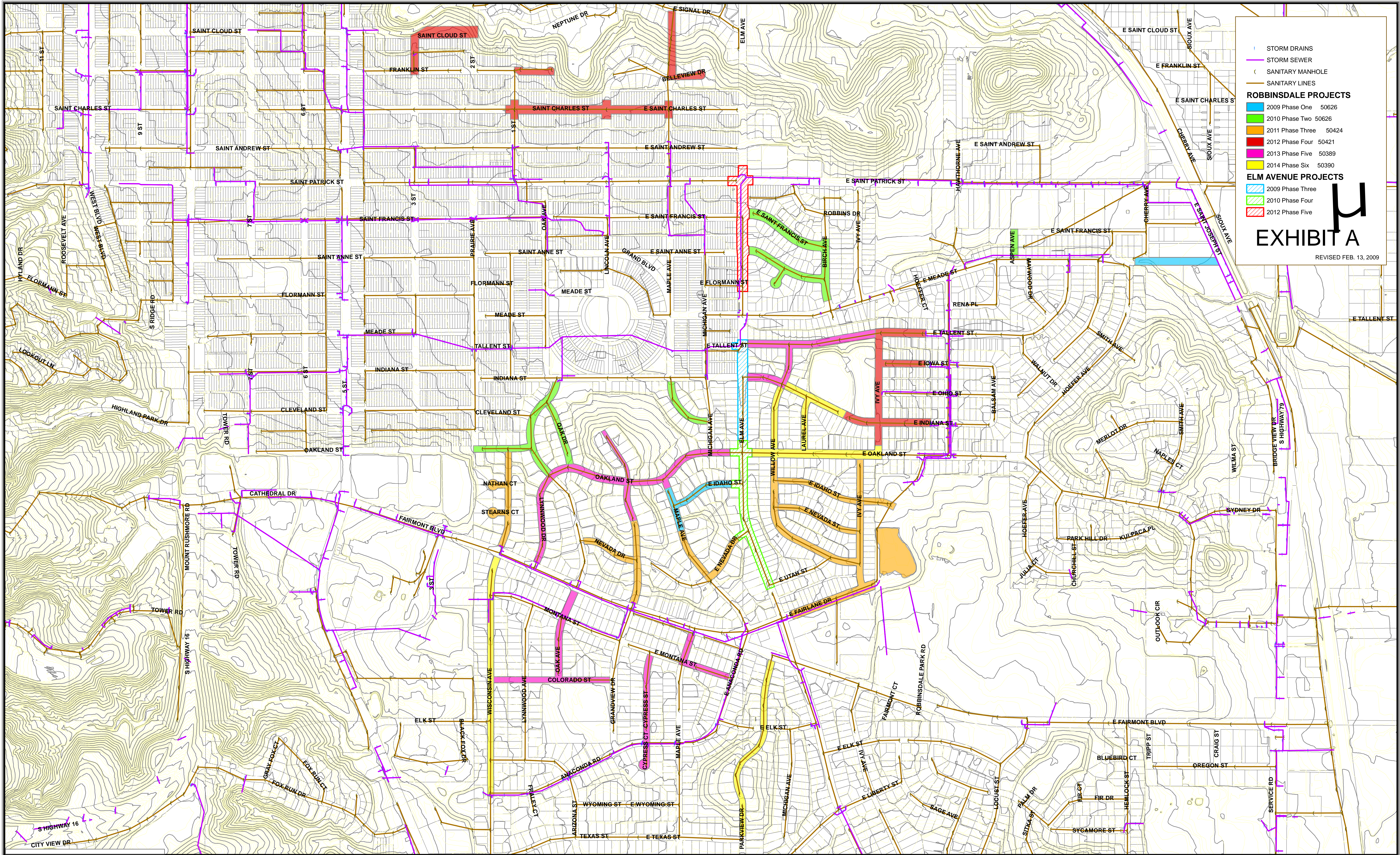
MARCH 6, 2009



SCALE: N.T.S

JOB # 3185.04
STREET RECONSTRUCTION,
WATER, AND SEWER

PHASE 2-PROJECT 4



— STORM DRAINS
 — STORM SEWER
 — SANITARY MANHOLE
 — SANITARY LINES

ROBBINSDALE PROJECTS

- 2009 Phase One 50626
- 2010 Phase Two 50626
- 2011 Phase Three 50424
- 2012 Phase Four 50421
- 2013 Phase Five 50389
- 2014 Phase Six 50390

ELM AVENUE PROJECTS

- 2009 Phase Three
- 2010 Phase Four
- 2012 Phase Five

EXHIBIT A

REVISED FEB. 13, 2009