



# CITY OF RAPID CITY

## Public Works Department

### Solid Waste Division

300 Sixth Street

Rapid City, SD 57701-2724

Telephone: (605) 355-3496 FAX: (605) 355-3092

Website: [rapidcityrecycles.org](http://rapidcityrecycles.org)

May 31, 2016

Re: **Cells 13, 14, & 17 Landfill Gas Expansion**  
*Project No. SW16-002*

Dear Design Consultant:

You are hereby invited to present proposals to provide Engineering services for the above listed projects per the attached request for proposals. It is the intent of the City to run the project design concurrently, with separate specifications and bidding for each project.

If you are interested, please submit your proposal by **2:00 p.m. on Tuesday, June 17, 2016** to the Rapid City Engineering Department, 300 6<sup>th</sup> Street, Second Floor, Rapid City SD 57701. The submitted proposals will be reviewed by Solid Waste staff, and a short list of firms to be interviewed will be selected. Interviews are tentatively scheduled for the morning of **Tuesday, June 28, 2016**.

Please note that the attached forms will be used to evaluate the proposals as well as the interview itself.

If you have any questions please call Karl Merbach, Solid Waste Superintendent at 605-355-3496 Ext. 1202

Sincerely,

CITY OF RAPID CITY

Karl Merbach, Superintendent

Enclosures  
Request for Proposal

**REQUEST FOR PROPOSALS**  
**For Engineering Services For**  
**CELL 13, 14, & 17 GCCS EXPANSION DESIGN**  
***PROJECT NO. SW16-002***

---

**PROJECT LOCATION**

The Rapid City Public Works Department, Solid Waste Division is preparing to expand its current Gas Collection and Control System (GCCS) to cover the capped Cells 13 and 14 and soon to be closed Cell 17 areas. Cells 13, 14, & 17 are located in the center of the existing landfill, approximately 1500 feet west of the main scale house.

**1. REQUEST FOR PROPOSAL:**

The City of Rapid City Public Works Department, Solid Waste Division, is requesting proposals to provide professional engineering services for design, bidding, construction services, startup and ongoing operations and maintenance (O&M) for the proposed project.

**2. PROJECT DESCRIPTION:**

The selected consultant will provide services related to the design, bidding, and construction services required for the installation of an active GCCS and its integration into the existing system, which currently services Cells 1-11. The selected consultant may also provide ongoing O&M services in order for the new system to be brought online and for the entire system to be balanced and run efficiently.

It is anticipated that the improvements will include the following:

1. Updating conceptual master GCCS plan for all existing, proposed, and future areas of the landfill requiring an active collection system.
2. Determination of vertical LFG extraction wells. Well depths and radii of influences will be determined by the Engineer, and designed to maximum coverage and efficiencies.
3. Horizontal lateral and header gas collection lines required to convey LFG to the existing enclosed flare located approximately 500 feet north of Cell 12. All collection lines will need to be designed to handle future capacities, as well, which may include Cells 13-17 and the proposed expansion of the Johnson Property (approximately 106 acres located south of Cell 12).
4. Integrating the proposed GCCS into the existing system and verifying the existing 12" and 18" header lines have sufficient capacity to handle the proposed and future GCCS expansions.
5. Evaluate existing GCCS and LFG flare capacity.
6. Providing startup services to bring the new LFG extraction wells online and ensuring no adverse effects to the biological processes of generating LFG.

7. Providing routine O&M services on the entire GCCS (existing and proposed) to effectively balance the system to maximize gas production, efficiency, and consistent flow.

### **3. PROJECT JUSTIFICATION:**

The City of Rapid City Solid Waste Division holds a South Dakota Department of Environment and Natural Resources (DENR) Title V Air Quality Permit, Permit #28.1101-02. Section 8.5.1.B of this permit states the owner or operator shall install and operate an active collection system that “collects gas from each area, cell, or group of cells in which the initial solid waste has been placed for a period of five years or more if active or two years or more if closed or at final grade.” By 2014, Cell 12 will have reached the timeframe in which an active collection system is required.

### **4. BACKGROUND:**

Background information includes City of Rapid City GIS maps, Operations and Maintenance Plan – Active Gas Collection System, 2006 Material Recovery, CoCompost, and Landfill Permit Renewal, 2008 Solid Waste Permit, Title V Air Quality Permit, and plans of existing facilities.

### **5. DESIGN CRITERIA:**

Design criteria for the projects shall include the current edition of the following items: City of Rapid City Design Criteria manuals; City of Rapid City Standard Specifications, current edition; City of Rapid City Drafting Standards; South Dakota Department of Environmental Resources Standards; and Ten States Standards as adopted and supplemented by SDDENR. 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 and may require “Exceptions per the City exception process.

### **6. SCOPE OF SERVICES SUMMARY:**

Consultant selection will be based on the consultant’s capabilities to perform the five tasks indicated below:

- Task 1 – Preliminary Design Services
- Task 2 – Final Design Services
- Task 3 – Bidding Services
- Task 4 – Basic Construction Services
- Task 5 – Expanded Construction Services

Refer to **“ATTACHMENT ONE - DRAFT SCOPE OF SERVICES REQUESTED”**, for draft descriptions of each of the above tasks of work.

Consultant selection will be based on the consultant’s ability to perform these five project tasks. The City, at its sole discretion, may or may not contract for all five project tasks and reserves the right to negotiate services based on what is in the best interest of the City.

## **7. CONSULTANT SCHEDULE:**

Contract Negotiations Complete	January 21, 2014
Notice to Proceed with Design	February 4, 2014
Conceptual Design Services Submittal	To be determined
50%/85% Design Services Submittal	To be determined
Final Design Services Submittal	To be determined
Final Plans, Specifications, and Contract Documents Complete	May 16, 2014
Project Bid Opening Date	June 10, 2014
Project Construction Begins	July 1, 2014
Project 100% Construction Complete	September 19, 2014

The schedule for the services described herein will be formalized during the project contract negotiations. In general, the negotiated project schedule shall comply with the intent of the schedule presented above. The consultant, in conjunction with the project management team, will prepare a schedule for completion of each task/phase of the project. These schedules will include milestone dates for completion of the individual tasks identified in the project contract negotiations. These schedules will be integrated into and become part of the project contracts.

## **8. COMPENSATION FOR SERVICES (FEE):**

The City intends to enter into a professional services contract for the negotiated scope of work. The contract will be based on a fee and itemized task schedule with a maximum not-to-exceed amount(s). Tasks 1-3 typically will be combined as an individual contract. These tasks maybe combined into a single fee with a maximum not-to-exceed amount or each task may have its own separate fee with a maximum not-to-exceed amount. The City will issue a **“Notice to Proceed”** to the Consultant to begin contract services under Tasks 1-3 as negotiated.

Tasks 4 and 5 typically will be combined as a separate contract to be negotiated by the Construction Services Group. Task 4 and 5 typically will be based on a fee and itemized task schedule with a maximum not-to-exceed amount. Generally a request to provide a scope of services proposal will occur prior to project advertising for bid. The City anticipates negotiating contract services for Task 4 and reserves the right to evaluate whether it is in the best interest of the City to negotiate contract services for Task 5 at this time. The availability of City staff and the complexity of the project will be the basis for determining whether the City will enter into contract negotiations for Task 5 services. The City will issue a "Notice to Proceed" to the Consultant to begin contract services under Tasks 4 or Tasks 4 and 5 as negotiated.

The City reserves the right to administer and issue "Notices to Proceed" for Tasks 1-5 in a manner that is in the best interest of the City.

## **9. GENERAL CONDITIONS FOR PROPOSALS:**

### **A. Inquiries:**

Please direct questions to:

Justin Vangraefschep, Solid Waste Project Manager  
Solid Waste Division  
5165 S Hwy 79  
Rapid City, SD 57701  
(605) 355-3496  
(605) 355-3092 (fax)  
e-mail: justin.vangraefschep@rcgov.org

All firms submitting a proposal shall identify a single contact person for receipt of responses and information from the City. The preferred method of receipt and distribution of information will be by e-mail. Therefore, please include a contact name, phone number, mailing address and e-mail address with your proposal.

### **B. Contractual Responsibility:**

Consortia, joint ventures, or teams, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.

The selected Consultant shall be insured for a minimum of \$1,000,000 (Errors and Omissions).

### **C. Addenda and Supplements to RFP:**

In the event that it becomes necessary to revise any part of this RFP or if additional information is necessary to enable the proposers to make adequate interpretation of the provisions of this Request for Proposals, a supplement to the RFP will be issued.

D. Rejection Rights:

The City of Rapid City retains the right to re-solicit for proposals if deemed to be in its best interest. Selection is also dependent upon the negotiation of a mutually acceptable contract with the highest ranked interviewee. If the City cannot negotiate a mutually acceptable contract with the highest evaluated interviewee, the City will negotiate with the next highest evaluated interviewee, and so forth, until a mutually acceptable contract is reached.

E. General Expertise Required:

The services envisioned within this Request for Proposal includes all disciplines necessary for the proper execution of the project desired.

F. Contract Amendment:

The City of Rapid City retains the right to amend both the Request for Proposal and the contract with the successful interviewee to include other possible areas of concern with this project.

G. City Standard Contract:

A Professional Services Agreement prepared by the City. A draft Agreement is included as Attachment Three. Fee mark-ups for sub-consultant work expenses and reimbursable expenses will not be allowed.

**10. PROPOSAL SUBMISSION:**

Please submit six (6) copies of your proposal no later than December 20, 2013 at 2:00 pm. A duly authorized official of the proposer must sign proposals. Proposals should address the firm's technical, management, and inspection capabilities for design, bidding, and construction services. Any background information, experience, and descriptive examples of the proposer's work should be submitted with the proposal.

**11. COST OF DEVELOPING PROPOSALS:**

All costs related to the preparation of the proposal, interview, or any other related activity are the sole responsibility of the firm. No reimbursement will be made by the City of Rapid City for costs incurred prior to a formal notice to proceed under a contract. GIS information will not be provided until a Professional Services Agreement has been fully executed.

**12. EVALUATION CRITERIA, SELECTION AND AWARD PROCEDURES:**

The Consultant is encouraged to review Attachment Two which contains the "Proposal Evaluation Form" and the "Interview Evaluation Form". The evaluation criteria and the weighting factors under the consultant selection criteria items have been revised.

In general, the intent of the Proposal is to allow the Consultant to introduce the firm, describe the firm's experience, and identify the individuals that will be working on the project. The Consultants should familiarize themselves with the six criteria items that are scored using the Proposal Evaluation Form (Attachment Two). It is up to the Consultant as to how best to present their firm's qualifications however as part of P4: "Firm's Management Procedures", the Consultant shall provide, in their proposal, a statement regarding whether within the last five years any litigation is pending or underway regarding activities of the firm or its principals and the circumstances of the litigation. A current certificate of insurance, including errors and omissions, executed by the firm's insurance carrier's authorized agent shall also be provided.

In general the intent of the Interview is to allow the Consultant to present project specific issues, their past performance, and their firm's capabilities for the project. The Consultants should familiarize themselves with the five criteria items that are scored using the Interview Evaluation Form (Attachment Two). It is up to the Consultant as to how best to present their firm's qualifications. As part of I4: "The Firm's Project Team and Task Assignment Summary", the consultant shall provide a listing of the project team members assigned to each task identified in the RFP draft scope of services (attachment one) and the firm shall provide a listing of the proposed billing rates for each team member proposed to be working on the project for design and construction services. **As part of the Interview Evaluation the Consultant shall not prepare an estimate of task/fee hours or an estimated total fee.** The above requested information shall be presented (hard copies) to the selection committee members during the interview.

The City's Consultant Selection Committee for this project will review the proposals utilizing the criteria in the "Proposal Evaluation Form" (Attachment Two). Firms will be selected for interviews based on the Proposal Evaluation. You will be notified of the Selection Committee's decision; and if selected, you will be scheduled for an interview.

The City of Rapid City's Consultant Selection Committee for this project shall evaluate the interviews utilizing the criteria in the "Interview Evaluation Form" (Attachment Two). The top ranked firm based on both the Proposal Evaluation and Interview Evaluation will be selected to perform the engineering services and contract negotiation will commence. If terms cannot be mutually agreed upon, the City may enter into negotiations with another firm. After successful contract negotiations, a contract will be presented to the City Council for approval.

The Consultant Selection Committee's evaluation forms are enclosed for your information as Attachment Two. A copy of the City's standardized contract for professional services has been enclosed as Attachment Three for your information.

### **13. 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 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.

If you have any concerns regarding the provisions of services or employment on the basis of disability/handicap you may contact our ADA/Section 504 coordinator at the Mayor's office at telephone no. (605) 394-4110.

## ATTACHMENT ONE

### DRAFT SCOPE OF SERVICES REQUESTED

Professional services consist of five Tasks: Preliminary Design Services, Final Design Services, Bidding Services, Basic Construction Services, and Expanded Construction Services. **The tasks outlined below are intended to be a starting point to be used by the selected consultant for the development of the Scope of Services to be included in the Professional Services Agreement.**

#### 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. Thoroughly review the Operations and Maintenance Plan – Active Collection System and as-built drawings for the existing GCCS on site.
- 1.3 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.
- 1.4 Meet with individual property owners regarding ROW and permanent and temporary easement needs and regarding specific project issues and components.
- 1.5 Conceptual Design Submittal

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

#### A. Conceptual Design Report

Prepare a Conceptual Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report. The consultant shall submit all design assumptions for pipe sections, well casings, lateral and header pipe sizes, existing water, sewer, and storm sewer locations, existing utility locations, etc. The Consultant shall include design life, design criteria, and reference of design resources. The Consultant shall use the City Infrastructure Design Criteria Manual to establish design criteria and standards.

The Conceptual Design Report shall evaluate and recommend gas system component design; based on a life cycle cost analysis, preliminary horizontal and vertical alignments for utilities, roadways, project phasing and limits, and other improvements. Provide justification for the facility and analysis of alternatives. The Consultant shall elaborate on other project components as necessary.

A probable opinion of construction costs for the project(s) shall be included. The costs shall be itemized based on the City's standard bid items and appropriate contingency item allowance.



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

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

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

#### B. Conceptual Drawings

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

- Cover Sheet – Note the index of Sheets indicating the anticipated drawing sheets shall be provided.
- Survey Control Sheet
- Property Layout and Land Ownership
- Plan and Profile Sheets - Show existing and proposed utility mains and existing services, storm sewers, roadway locations, fittings, and proposed surfacing and drainage items.
- Anticipated Rapid City Standard Details
- Special Details - Conceptual layouts for special/critical elements; for example gas wells, header pipe locations; roadway crossings, tie in to existing system, etc.
- Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.

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

### TASK 2 - FINAL DESIGN SERVICES:

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

- 2.1 Address City comments from the Task 1 City review(s) and finalize Conceptual Design Report. The Conceptual Design Report should be now titled "Project Design Report."
- 2.2 Provide project layout to include location of existing gas system, existing and current improvements on site, and location of proposed system with relation to the existing LFG flare.
- 2.3 Incorporate design features as necessary to meet the requirements outlined in the Project Design Report.
- 2.4 Provide a Project Sequence of implementation and phasing schedule which shall include such items as traffic control, erosion and sediment control, well cuttings disposal, utility installations, restoration, and construction milestones.
- 2.5 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.

- 2.6 Notify the City Project Manager if private utilities will need to be relocated so PM can formally notify the utilities to relocate.
- 2.7 If desiring exception from City requirements or specifications, it is the Consultant's responsibility to request and secure exceptions. Failure by the City to comment on a non-conforming item during a review does not constitute the granting of an exception.
- 2.8 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.
- 2.9 Engineer shall obtain a design exception for Infrastructure Design Criteria manual requirements as needed.
- 2.10 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.
- 2.11 Plans documents shall adhere to current City of Rapid City guidelines.
- 2.12 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.
- 2.13 Provide two (2) copies and a PDF version of the finalized Project Design Report.
- 2.14 Provide three (3) copies and a PDF version of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City's project manager for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.
- 2.15 Address 100% submittal staff comments as necessary.
- 2.16 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.
- 2.17 Prepare any and all permits with exhibits the City will need to execute for the project.
- 2.18 Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost. Typically all permit costs are the Contractor's obligation.
- 2.19 Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 2.20 Deliver the following:

- Provide one (1) copy and a PDF version of bid documents including complete plans, specifications, and Engineer's Estimate of probable construction cost to the City of Rapid City's project manager for City distribution.
  - Provide complete plans on CD compatible with AutoCAD Release 2008 or newer format.
    - 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.
    - Provide Engineer's Estimate of probable construction costs as a component of this submittal.
- 2.21 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval, and the Consultant shall address any comments or corrections required.
- 2.22 Attend Public Works and Council meetings as necessary.

### TASK 3 – BIDDING SERVICES:

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

- 3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 Consultant shall proof print quality at printers before full production of copies are made.
- 3.3 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute minute copies to only Consultant and City. An example of an agenda is enclosed as Attachment Five for your information.
- 3.4 Prepare and issue addenda to the bid documents as required.
- 3.5 Attend Public Works Committee and Council Meetings as required.
- 3.6 Review Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab, prepare an award recommendation letter to the City of Rapid City project manager, and sign a City Engineering Services prepared Award Summary.

### TASK 4 – BASIC CONSTRUCTION SERVICES:

This task consists of all services necessary for the administration of the Basic Construction Services of the project construction stage, and may include the following itemized services.

- 4.1 Review construction contract documents and other submittals from the contractor and submit to the City of Rapid City project manager for distribution to City Attorney's for approval and signatures of the Mayor and Finance Officer.
- 4.2 Prepare Notice to Proceed for City of Rapid City project manager signature and distribution to contractor for execution.

- 4.3 Arrange and conduct a Pre-Construction Conference including agenda. Record minutes and distribute to all attendees. An example of an agenda is enclosed as Attachment Six for your information.
- 4.4 Provide written clarification regarding drawing and specification questions.
- 4.5 Provide recommendations to unknown conditions that may appear during construction.
- 4.6 Review and take action on shop drawings, product submittals, test results, and other submittals.
- 4.7 Prepare "As-Built" plans and specifications. "As-Built" plans and specifications shall be submitted as a hard copy and on CD compatible with AutoCAD Release 2008 or newer format. Submit to Engineering Services within 30 days of project completion. In the event that the City did not issue a "Notice to Proceed" for Task 5 services, then the City shall forward construction record documents for preparing the "As-Built" plans and specifications.

#### TASK 5 – EXPANDED CONSTRUCTION SERVICES”:

This task consists of all services necessary for the administration of the Expanded Construction Services of the project construction stage, and may include the following itemized services.

- 5.1 Mark removal limits of appropriate items.
- 5.2 Prepare Public Service Announcements (P.S.A.'s) for Engineering Services. Engineering Services will be responsible for distribution to all local media. Copies of P.S.A.'s shall be distributed one week prior to start of work or change in operations that may significantly affect the public.
- 5.3 Appropriately notify affected Property Owners.
- 5.4 Arrange and conduct appropriate progress meetings. Record minutes and distribute to all attendees.
- 5.5 Provide daily on-site observation to assure that the methods and materials used by the contractor meet the intent of the plans and specifications. For buried installations such as buried header pipes or vertical gas wells, the Consultant shall be on site all of the time the Contractor is installing these buried installations.
- 5.6 Prepare daily reports. A daily record of activity will be maintained by the inspector including weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and any other pertinent information. Such information shall be neatly and concisely entered into the City of Rapid City Project Inspector's Diary and Inspection quantity book. Submit detachable copies to Engineering Services on a weekly basis.
- 5.7 Perform stormwater inspections, prepare reports, and keep the erosion and sediment control plans current as required by the ordinance regulating construction site runoff control, Chapter 8.46, and the Stormwater Quality Manual.
- 5.8 Provide soil compaction testing according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 5.9 Provide assurance testing (or witness Contractor testing) according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 5.10 Prepare and submit monthly pay request information.
- 5.11 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.
- 5.12 Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.
- 5.13 Prepare and submit City of Rapid City project "Construction Project Close-out Checklist" indicating compliance with Standard Specifications and acceptance of the various infrastructure components. The

Consultant is responsible for coordinating completion of the checklist items with the Contractor. The checklist is enclosed as Attachment Four for your information.

- 5.14 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.
- 5.15 Prepare a letter to SDDENR notifying them of project completion.
- 5.16 Ensure Contractor's two-year warranty surety is provided to the City of Rapid City either within the performance bond or as a separate bond.
- 5.17 Assist the City in addressing and communicating warranty items with the Contractor that may arise during the City's two year warranty period.

#### PROJECT TEAM, MEETINGS, AND SUBMITTALS SUMMARY

- 6.1 Project team members will include:
  - The Consultant
  - City Engineering Services staff
  - Operations Division staff (list all appropriate entities)
    - Utility Maintenance Division (Service area and O&M related issues)
    - Solid Waste Division
- 6.2 Meetings requiring the Consultant's participation will likely include, but may not be limited to the following:
  - Kick-off meeting, Task 1
  - Project Design Report and Preliminary Plans and Specifications submittal review meeting, Task 1
  - Public meetings
  - Property owners meeting
  - Private Utility coordination meeting, Task 2
  - 100% Plans, Specifications, and Contract Documents review, Task 2 (This submittal is made when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost documents are complete).
  - Prebid Conference, Task 3
  - Bid Opening, Task 3
  - Pre-construction Conference, Task 4
  - Construction Progress Meetings, Task 5
  - Committee and Council Meetings as required, All Tasks
  - Elaborate on submittal requirements as necessary
- 6.3 Submittals include:
  - Kick-off meeting, Task 1 meeting minutes
    - Conceptual Design Report and Preliminary Review Submittal, Task 1 including meeting minutes
    - Final Project Design Report, Task 2 including meeting minutes. Final design reports shall be bound utilizing a comb binder or equal. 3-ring binders are not permitted without project managers prior approval.

- 100% complete plans, specifications, contract documents, and opinion of probable construction cost Contract Documents Review, Task 2 including meeting minutes
- Public meeting minutes
- Property owners meeting minutes
- Open house comments/concerns and consultant's recommendations for inclusion or exclusion
- Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost, Task 2
- Prebid conference meeting minutes, Task 3
- Bid Tab and award recommendation, Task 3
- Pre-Construction conference meeting minutes, Task 4
- Shop Drawing submittal reviews, Task 4
- "As-Built" plans and specifications, Task 4
- Progress meeting minutes, Task 5
- Daily observation reports, Task 5
- Quantity Books (in City format)
- Erosion and Sediment Control plan inspection reports, Task 5
- Inspector diaries (in City format)
- Project completion "Punch List", Task 5
- "Construction Project Close-out Checklist", Task 5
- Project testing report documentation
- Letter of certification of project completion, Task 5

The Consultant shall allow 10 working days for City review of the Project Design report and Conceptual Design submittal, and the 100% complete plans; specifications; geotechnical report; and opinion of probable construction cost submittal.

# ATTACHMENT TWO

## Consultant Evaluation Forms

### PROPOSAL EVALUATION FORM (25 Total Points Possible)

Project Name: \_\_\_\_\_

Interviewer: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

PROPOSAL EVALUATION CRITERIA	Scoring (Circle One)
<b>P1: Firm's Project Team - 25% of total</b>  The evaluator should consider the following information when scoring this category: <b>A.</b> Size of the contract as compared to the size or ability of the firm and its' associate firms and consultants as one team to handle the project; <b>B.</b> The education, experience, and qualifications of the personnel within the submitting firm; and by attachment that of its' associate firm(s), if any. These are the Key Designers, Construction Inspectors, and Sub-consultants. Should include professional registrations, education, certifications, and other pertinent qualifications of the indicated individuals; <b>C.</b> Name, experience and past performance of person(s) to be assigned as project manager(s) and will have direct contact with City staff. These typically are the Design Project Manager and Construction Administration Project Manager. These are in addition to those indicated in item B. above; <b>D.</b> Names of firm's key staff to be assigned to project with description of each person's experience and how it relates to this project's specific requirements; <b>E.</b> Ability to expand the firm's capabilities by working with other consultants or branch offices (if required).	1 2 3 4 5 6 7 8 9 10
<b>P2: Firm's Experience with Similar Projects and Other Relevant Agencies within the Past 5 Years - 20% of total</b>  The evaluator should consider the following information when scoring this category: <b>A.</b> A summary of similar work that has been done in-house over the past five years; as it pertains to municipal engineering, operations, maintenance, replacement, planning, design surveying, construction staging, construction administration, GIS, finance, economics, and other; <b>OR</b> <b>B.</b> Prior experience with other relevant agencies for the past five years such as other municipalities, South Dakota DOT, South Dakota DNR, and others.	1 2 3 4 5 6 7 8 9 10
<b>P3: Firm's Experience and Familiarity with Rapid City Design Criteria and Standards-- 20% of total</b>  The evaluator should consider the following information when scoring this category: If the firm's familiarity with the City's design criteria and standards and City bidding, contracting methodology, and construction administration processes is limited then the firm's familiarity with other municipalities' and agencies' shall be considered. <b>A.</b> Firm's staff's direct experience (in-house capability) with this type of project <b>B.</b> Firm's familiarity with City design criteria and standards. <b>C.</b> Other information to consider would be the firm's experience, knowledge, and understanding of City bidding and contracting methodology and City construction administration processes and the firm's experience with other City Departments and Divisions.	1 2 3 4 5 6 7 8 9 10

1 = Fails to meet the expectations of the reviewer in this category  
 10 = Fully meets the expectation of the reviewer in this category

<p><b>P4: Firm's Management Procedures – 20% of total</b></p> <p>The evaluator should consider the following information when scoring this category:</p> <p>A. Firm's organizational structure must be clearly defined with personnel qualifications and where actual work will be done;</p> <p>B. A statement regarding whether any litigation is pending or underway regarding activities of the firm or its principals within the last five years and the circumstances of the litigation;</p> <p>C. A current certificate of insurance, including errors and omissions, executed by the insurance carrier's authorized agent;</p> <p>D. Firm's Management Procedures; Past performance meeting budgets &amp; schedules, including methodology and procedures used to accomplish this objective. Successful QA/QC processes, and accuracy of construction cost estimates. The firm's history in meeting project design budgets, construction budgets, and schedules. The firm's ability to provide accurate construction cost estimates throughout the design process (preliminary submittal through bid opening). The firm's QA/QC methodology and procedures including personnel responsible for QA/QC. The firm's methodology, procedures and ability to meet project schedules.</p>	<table border="1"> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td> </tr> </table>	1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10		
<p><b>P5: Office Location – 10% of total</b></p> <p>The evaluator should consider the following information when scoring this category:</p> <p>Indicate the office location of the project manager, key designers, sub-consultants, and construction staff for the project?</p>	<table border="1"> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td> </tr> </table>	1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10		
<p><b>P6: Quality of Proposal – 5% of total</b></p> <p>The evaluator should consider the following information when scoring this category.</p> <p>Proposal should be clear, concise, well written, well organized, utilize correct spelling, proper grammar, exemplify the characteristics of a professional document, and address the "Proposal Evaluation Criteria".</p>	<table border="1"> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td> </tr> </table>	1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10		

1 = Fails to meet the expectations of the reviewer in this category  
10 = Fully meets the expectation of the reviewer in this category



# **INTERVIEW EVALUATION FORM (75 Total Points Possible)**

Project Name: \_\_\_\_\_

Interviewer: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

INTERVIEW EVALUATION CRITERIA	Scoring (Circle One)
<p><b>I1: Project Approach and Demonstration of Project Understanding and Issues – 45% of total</b></p> <p>The evaluator should consider the following information when scoring this category:</p> <p>A. Familiarization and understanding of the project and project issues including potential alternatives;</p> <p>B. Approach toward project design and construction administration;</p> <p>C. Experience with key project elements;</p> <p>D. Project components including constructability, project phasing and sequencing;</p> <p>E. Innovative design and construction administration techniques and methods;</p> <p>F. Approach toward public involvement as it pertains to easement/ROW negotiations, public meetings, and dealing with individuals. Approach toward dealing with other governmental entities and City Departments &amp; Divisions;</p> <p>G. Understanding of the project schedule and critical milestones;</p> <p>H. Identification or recognition of potential project pitfalls and challenges.</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p><b>I2: Past Design and Construction Administration Performance – 20% of total</b></p> <p>The evaluator should consider the following information when scoring this category:</p> <p>If the firm's prior assignments with the City are limited then the firm's prior assignments with other municipalities and agencies shall be considered.</p> <p><b>A. Design - has the firm's prior work products demonstrated the following:</b></p> <ul style="list-style-type: none"> <li>a. Ability to meet design budgets;</li> <li>b. Ability to meet design timelines/milestones/completion dates;</li> <li>c. Ability to produce complete and understandable submittal documents;</li> <li>d. Ability to stay within scope;</li> <li>e. Ability to obtain easements and ROW;</li> <li>f. Ability to produce accurate construction cost estimates;</li> <li>g. Effectiveness in working with the public;</li> <li>h. Past work products (drawings and specifications) have limited review comments and red lines;</li> <li>i. Adhered to City design criteria and standards and produced documents that are legible and organized.</li> </ul> <p><b>B. Construction - has the firm's prior work products demonstrated the following:</b></p> <ul style="list-style-type: none"> <li>a. Past work products (drawings and specifications) have limited unnecessary construction change orders?</li> <li>b. Effectiveness in working with the public;</li> <li>c. Ability to produce accurate and timely contractor pay applications;</li> <li>d. Ability to effectively coordinate with the contractor;</li> <li>e. Ability to verify contract obligations (Final Inspection compliance with drawings and specifications);</li> <li>f. Ability to successfully coordinate and verify startups for electrical and mechanical types of facilities;</li> <li>g. Ability to produce complete and understandable drawings and specifications;</li> <li>h. Ability to verify that shop drawings, product literature, and submittals comply with City specifications, drawings, and supplemental provisions</li> <li>i. Ability to produce accurate, detailed, quality construction deliverables (construction series, quantity books, and construction documentation including photos, as-built drawings, etc);</li> <li>j. Ability to produce drawings and specifications that minimize field orders;</li> <li>k. Ability to produce drawings and specifications that minimize Contractor questions and uncertainties;</li> <li>l. Ability to mitigate construction problems from escalating;</li> <li>m. Ability to effectively keep the City's PM apprised of construction issues and potential project cost savings and increases;</li> </ul>	<p>1 2 3 4 5 6 7 8 9 10</p>

1 = Fails to meet the expectations of the reviewer in this category  
 10 = Fully meets the expectation of the reviewer in this category

<b>13: Past Performance of Quality Control and Quality Assurance (QA/QC) – 15% of total</b> The evaluator should consider the following information when scoring this category: <b>A.</b> Completeness of submittals, drawings and specifications; <b>B.</b> Minimizing the number and frequency of design errors; <b>C.</b> Project Constructability - Successfully addressed project constructability, sequencing, and phasing; <b>D.</b> Clarity - the contractor easily understands the intent of the project and what is being conveyed in the drawings and specifications; <b>E.</b> Expectations - the project meets the owner's objectives and intent for the project; <b>F.</b> Quality - past deliverables are of high quality (adherence to City design criteria and standards as well as general document legibility and organization).	1 2 3 4 5 6 7 8 9 10
<b>14: The Firm's Project Team and Task Assignment Summary – 15% of total</b> The evaluator should consider the following information when scoring this category: <b>A.</b> If a consortium of individuals or firms, amount and type of work to be done in respective offices and how quality and schedule of work will be controlled by assigned project manager(s); <b>B.</b> Name, experience and past performance of person(s) to be assigned as project manager(s) and to have direct contact with City staff (Design and Construction); <b>C.</b> Names of firm's staff to be assigned to project tasks with description of each person's experience and how it relates to this project's specific requirements. The firm shall indicate the project team members assigned to each task identified in the RFP draft scope of services. The firm shall provide the proposed billing rates for each team member proposed to be working on the project for design and construction services.	1 2 3 4 5 6 7 8 9 10
<b>15: Quality of Interview – 5% of total</b> The evaluator should consider the following information when scoring this category. The firm's interview should be articulate, clear, concise, and organized. The firm should communicate project issues, ideas, alternatives, and address the "Interview Evaluation Criteria".	1 2 3 4 5 6 7 8 9 10

1 = Fails to meet the expectations of the reviewer in this category  
 10 = Fully meets the expectation of the reviewer in this category

## ATTACHMENT THREE

### Agreement Between City of Rapid City and \_\_\_\_\_ for Design and Bidding Professional Services for \_\_\_\_\_, Project No. \_\_\_\_\_

AGREEMENT made \_\_\_\_\_, 20\_\_\_\_, between the City of Rapid City, SD (City) and \_\_\_\_\_, (Engineer), located at \_\_\_\_\_. City intends to obtain services for design and bidding for \_\_\_\_\_, Project No. \_\_\_\_\_ CIP No. \_\_\_\_\_. The scope of services is as described within this document and as further described in Exhibits A, B and C (attached).

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project and as further defined in Exhibits A, B and C (attached), serve as the City's professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

#### **1.1 Section 1—Basic Services of Engineer**

##### **1.1 General**

- 1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.
- 1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.
- 1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.

##### **1.2 Scope of Work**

The Engineer shall:

- 1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.
- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibit A.)
- 1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.
- 1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

## **Section 2—Information Provided by City**

The City will provide any information in its possession for the project at no cost to the Engineer.

## **Section 3—Notice to Proceed**

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

## **Section 4—Mutual Covenants**

### **4.1 General**

- 4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.

- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.

- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer's documentation will be in a format consistent with general accounting procedures.
- 4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.
- 4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding sub-contractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or

defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.

- 4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.
- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

## 4.2 City of Rapid City NonDiscrimination Policy Statement

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD

57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

## ***Section 5—Payments to the Engineer***

### **5.1 Schedule of Pay Rates**

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer's hourly and reimbursable rate schedule described in Exhibit C.

### **5.2 Fee**

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$\_\_\_\_\_ unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

### **5.3 Progress Payments**

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month per the hourly rates and allowable reimbursable as established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

## ***Section 6—Completion of Services***

The Engineer shall complete services on or before \_\_\_\_\_ based on an award date of \_\_\_\_\_.

## ***Section 7—Insurance Requirements***

### **7.1 Insurance Required**

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

## **7.2 Cancellation**

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

## **7.3 City Acceptance of Proof**

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

## **7.4 Specific Requirements**

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than \$1,000,000 each occurrence and not less than \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.

## **Section 8—Hold Harmless**

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.



### **Section 9—Independent Business**

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

### **Section 10-Indemnification**

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer's negligence.

### **Section 11-Controlling Law and Venue**

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7<sup>th</sup> Judicial Circuit, Pennington County.

### **Section 12-Severability**

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

### **Section 13—Funds Appropriation**

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**City of Rapid City:**

**Engineer:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ENGINEER

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

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

ATTEST:

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

**Reviewed By:**

\_\_\_\_\_, PROJECT MANAGER

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

CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE

NAME \_\_\_\_\_  
PHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

NAME \_\_\_\_\_  
PHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

**Agreement Between City of Rapid City and \_\_\_\_\_ for Construction  
Professional Services for \_\_\_\_\_,  
Project No. \_\_\_\_\_**

AGREEMENT made \_\_\_\_\_, 20\_\_\_\_, between the City of Rapid City, SD  
(City) and \_\_\_\_\_, (Engineer), located at \_\_\_\_\_. City  
intends to obtain construction services for \_\_\_\_\_, Project No. \_\_\_\_\_  
CIP No. \_\_\_\_\_. The scope of services is as described within this document and as further described in  
Exhibits A, B and C (attached).

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project and as further defined in Exhibits A, B and C (attached), serve as the City's professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

## **1.1 Section 1—Basic Services of Engineer**

### **1.1 General**

- 1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.
- 1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.
- 1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.

### **1.2 Scope of Work**

The Engineer shall:

- 1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.
- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibit A.)

## **Section 2—Information Provided by City**

The City will provide any information in its possession for the project at no cost to the Engineer.

## **Section 3—Notice to Proceed**

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

## **Section 4—Mutual Covenants**

### **4.1 General**

- 4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.

- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.

- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer's documentation will be in a format consistent with general accounting procedures.
- 4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.
- 4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding sub-contractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.

- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

#### **4.2 City of Rapid City NonDiscrimination Policy Statement**

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

### **Section 5—Payments to the Engineer**

#### **5.1 Schedule of Pay Rates**

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer's hourly and reimbursable rate schedule described in Exhibit C.

#### **5.2 Fee**

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$\_\_\_\_\_ unless the scope of the project is changed as outlined in Section 4. If expenses exceed

the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

### **5.3 Progress Payments**

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month per the hourly rates and allowable reimbursable as established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

## **Section 6—Completion of Services**

The Engineer shall complete services on or before 90 days after construction is complete.

## **Section 7—Insurance Requirements**

### **7.1 Insurance Required**

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

### **7.2 Cancellation**

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

### **7.3 City Acceptance of Proof**

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

### **7.4 Specific Requirements**

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.

- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than \$1,000,000 each occurrence and not less than \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.

### **Section 8—Hold Harmless**

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

### **Section 9—Independent Business**

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

### **Section 10-Indemnification**

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer's negligence.

### **Section 11-Controlling Law and Venue**

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7<sup>th</sup> Judicial Circuit, Pennington County.



### **Section 12-Severability**

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

### **Section 13—Funds Appropriation**

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**City of Rapid City:**

**Engineer:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ENGINEER

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

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

ATTEST:

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

**Reviewed By:**

\_\_\_\_\_  
\_\_\_\_\_, PROJECT MANAGER

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

CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE

NAME \_\_\_\_\_  
PHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

NAME \_\_\_\_\_  
PHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

## ATTACHMENT FOUR

### CONSTRUCTION PROJECT CLOSEOUT CHECKLIST

Construction Project Close-out Checklist

City of Rapid City Engineering Services

Project Number: \_\_\_\_\_ Project Name: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Inspector: \_\_\_\_\_

Substantial Completion Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

\* Items to be inspected by City Operations personnel

	Acceptance Dates	
	Engineering	Operation
<b>GENERAL</b>		
Grading:		
Full width of ROW		
Full Sections: lift thickness & Compaction Testing		
Erosion Control:		
Required structures/features in place		
Revegetation: Topsoil, seeding, mulching, irrigation		
Private Utilities:		
Trenches tested for compaction		
Sight triangles unobstructed		
Above-grade locations relative to sidewalk & property lines		
<b>SEWER SYSTEM</b>		
Sewer Mains:		
Trench backfill tested for compaction		
Tested for watertightness		
TV'ed for debris & defects		*
Deflection test completed		
Manholes:		
Tested for watertightness		
Chimnies: straight and watertight		*
Frame & covers: watertight & adjusted to grade		
Inverts: channel depth, shape & smoothness		*
Tie-ins: watertight, inverts smooth & clean		*
Sewer services:		
Locations marked at property line (if applicable)		
Service trench backfill tested for compaction		
Utility maintenance completed service line inspection		*

Groundwater Drain:		
Tie-ins		
Alignment		
Cleanouts		
Grade		
Trench backfill tested for compaction		
Fabric in place		
WATER SYSTEM		
Water Mains:		
Trench backfill tested for compaction		
Pressure & Leak Tested		
Disinfected & flushed		
Bacteria Test Completed & tested		
Tracing wire: intact, terminated, & tested		*
Valves operate properly		*
Valve Boxes straight, clean & adjusted to grade		*
Fire Hydrants:		
Nozzle height, orientation, & plumb		*
Location relative to sidewalks, landscaping, poles, etc.		
Fire Hydrant charged & flow tested		*
Water Services:		
Curb Stops		
Boxes straight, clean & Adjusted to grade		*
Location relative to sidewalks & property line		
Service trench backfill tested for compaction		
Utility maintenance complete service line inspection		*
STREETS		
Subgrade: scarified & tested for compaction		
Base Course or Gravel Cushion		
Subgrade checked for compliance with bluetops		
Plans thickness & trimmed		
Tested for compaction		
Curb & Gutter:		
Finish, jointing, curing		
Dimensions		
Tilt & Slope		
Concrete testing: air, 28-day compressive strength		
Pavement, AC & PCC:		
Mix design		
Binder		
Total thickness per plans		

Environmental conditions during placement		
Ride		
Cross slope		
Edges next to pans, curb face & Other structures		
AC Pavement:		
Compaction test results		
Surface seal		
Lift thickness		
PCC pavement:		
Doweling & jointing		
Finishing & curing		
28-day compressive strength		
Joint Sealing:		
Transverse		
Longitudinal		
Underdrains or Edge Drains:		
Pipe Grade		
Cleanouts		
Storm Sewer Connections		
Trench backfill tested for compaction		
Fabric in place		
<b>STORM SEWER SYSTEM</b>		
General: all components clean & free of debris		
Storm Sewers:		
Inlets: grates, openings, sizes		
Flared ends & rip-rap		
Frame & covers: adjusted to grade		
Grates & pipe penetrations grouted		
Open Channels:		
Cross section geometry & flow-line slope		
Checks, drops, & Armoring		
Topsoil, seeding, mulching		
Interim erosion control measures established		
Maintenance accesses: grades, widths, & surfacing		
Trench backfill & Embankment Fill tested for compaction		
Storm sewer pipe TV'ed for debris & defects		
<b>SIGNS, PAVEMENT MARKING &amp; LIGHTING</b>		
Regulatory Signs: MUTCD-compliant, posts, placement, plumb		*
Street Signs: names & spelling, placement, plumb		
Striping & Pavement Markings: MUTCD-compliant		*
Street Lighting: locations, conduits, etc.		*
Crosswalks		*
<b>EROSION AND SEDIMENT CONTROLS: Best Management Practices</b>		

Housekeeping		
Check Dams		
Silt Fence		
Wattles		
Inlet Protection		
Topsoil, Seeding, Mulching		
<b>SIDEWALKS</b>		
Locations & widths (on all 4 intersections quadrants, minimum)		
Handicap ramps: locations, ADA-compliant		
Finishing, jointing, curing		
Type "C" walls ( if applicable)		

# ATTACHMENT FIVE

PREBID CONFERENCE  
for  
PROJECT NAME  
PROJECT NO. XXXX / CIP NO. XXXX

August 7, 2012 @ 1:00 p.m. MDT

PROJECT NAME: XXXX

PROJECT NUMBER: XXXX / CIP NO. XXXX

PROJECT MANAGERS CITY:

Project Manager – Design

Ph: (605) 394-4154

Project Manager – Construction

Ph: (605) 394-4154

Other – If Needed

Ph: (605) 394-4154

CONSULTANT: CONSULTANT NAME

Project Manager: XXXX

Ph: (605) 343-0000

Design Engineer: XXXX

Ph: (605) 343-0000

DESCRIPTION:

Sanitary Sewer Main Extension

General Summary of Work:

- Approx. XXXX lf of XX-inch PVC sanitary sewer main
- Approx. XXXX lf of XX-inch PVC sanitary sewer main
- Approx. XXXX lf of XX-inch sanitary sewer service line
- Other ancillary items and miscellaneous work as shown on plans
- Minor drainage improvements as shown on the plans

DISCUSSION ITEMS:

1. Welcome and Introductions

2. Attendance Sheet

3. Questions:

Following this meeting, questions or requests for clarification will only be accepted in written form via mail, fax or e-mail. Questions will not be addressed if received by telephone. Questions will **only** be accepted at the following address:

**Mail:** City of Rapid City or Consultant if Applicable

Attn: XXXX XXXX

Rapid City, South Dakota XXXX

**Fax:** (605) 355-3083

**E-Mail:** XXXX

**Note:**

Any plans questions, or requests for clarification on the construction drawings or Bid Documents shall be made to the City of Rapid City or Consultant if Applicable as referenced above.

**4. Addendums:**

Items requiring clarification of additional information will be answered in an Addendum. An addendum is anticipated to be issued on **August 10, 2012**. All written questions must be received by **4:00 p.m. on August 9, 2012**. No written questions received after 4:00 p.m. on August 9, 2012 will be considered. The addendum will be e-mailed by the City to the address given on the Plan Holders List.

**5. Contract (Front End) Documents**

**a. Section 1 –**

- Bid Guarantee (certified check, cashier's check, or draft for five percent (5%) of the amount of the bid, or a bid bond for ten percent (10%) of the amount bid).

**b. Section 2 -**

- 2.1** Substitute Bid Schedule Allowed. Amounts to nearest \$0.01 (penny) not to \$0.001. If used, the substitute bid schedule must be attached to the backside of the last page of the bound Bidders Package.
- 2.2** Addenda and Interpretations. Every request made in writing to the City of Rapid City and Consultant if Applicable. All Addenda issued shall become part of the contract documents.
- 2.15** Basis of Payment – Partial Payments.
- 2.16** Payment for Materials On-Site defined as contractor yard or supplier yard that is secure and the inspector has been able to verify and inspect the materials
- 2.17** Use Tax Liability – 0.00
- 2.18** Excise Tax Liability per SDCL 10-46A
- 2.19** Residential Preference – Matches the preference given in the other state.
- 2.24** Certification of Residential Labor, 20% Clause

**c. Section 3 - Insurance Requirements – Construction and Warranty**

- City of Rapid City and Consultant if applicable shall be included as additional insured
- Warranty does not begin until Final Completion of Project.

**d. Section 4 – Bidders Proposal**

- Bid Date: ~~XXXX~~
- Special Bid Conditions and Explanation of Bid Schedules

All Work shall be completed in accordance with the Completion Milestones on Page 4.9 of the contract documents.



## 1 Milestones:

Milestone 1 –Phase One work: All work within Phase One, to include permanent surfacing, shall be completed no later than December 14, 2012. Liquidated damages shall be charged for failure to complete work within Project Phase One as described above.

Milestone 2 –Phase Two work: All work within Phase Two, shall be completed no later than August 16, 2013. Liquidated damages shall be charged for failure to complete work within Project Phase Two as described above.

### 1.1 Overall Completion Date

All work shall be complete by August 16, 2013. Liquidated damages shall be charged for failure to complete ALL work by August 16, 2013.

- Liquidated Damages: Shall follow the Standard Specification
- ~~Weather Days Shall Not be considered for completion date extensions~~

#### e. Section 6 – Performance Bond

- A Performance Bond shall be required at the on-set.
- A Warranty Bond shall be required at the closeout if it is not contained within the Performance Bond.

#### f. Standard Specifications

- Standard Specifications for this project shall be the City of Rapid City Standard Specifications for Public Works Construction, 2007 Edition, with current updates and revisions.
- The City of Rapid City, or their Agent, will complete the compaction testing. The Contractor is responsible for all other testing required by the Standard Specifications.

## 6. Plan Drawings

- A. Private Utilities – as shown on the Drawings, no anticipated relocations.
- B. Erosion and Sediment Control Plans use "Means and Methods".
- C. Traffic Control follows the Erosion and Sediment Control Phasing Plan.
- D. All disturbed areas to be reclaimed; disturbed areas beyond construction limits shall be reclaimed at Contractor's expense.
- E. Testing shall be per the Standard Specifications. The owner shall provide testing of embankment soils. The Contractor shall provide all other testing, including aggregate density, asphalt, and concrete.
- F. The Contractor shall pay for and provide Proctor Test Results for City approval. Note the T-180 Bid Item.
- G. Project Coordination: Contractor is responsible for coordinating with property owners and busing operations.
- H. Progress Meetings: Held at least weekly On-Site.
- I. Construction Limits: ROW, as required to perform work, and Temporary Construction Easements. Contractor shall flag construction limits and maintain all operations within those limits at all times.

**7. Other**

- A. A bid quantity for "Imported Backfill Material (Trench)" has been included for use where unsuitable soils are encountered. Written approval of the Engineer is required prior to placement for consideration of payment. No payment shall be made without written prior approval of the Engineer. The determination of unsuitable soils shall be based upon the recommendations of the Geotechnical Engineer. Wet soils shall **not** be considered unsuitable soils.
- B. Staging Area – If additional staging area is necessary beyond that provided in these plans, the bidder is responsible for obtaining written permission from the owner of the proposed site and final restoration of the proposed site without further payment being made.
- C. Weekend work per the Rapid City Standard Specifications.
- D. Changing the Sequence of Construction from that outlined constitutes a Change Order request by the Contractor

**8. Contractor Questions**

# **CITY of RAPID CITY**

## ***Agenda Item Summary***

<b>Public Works Committee Meeting Date:</b> May 31, 2016	<b>City Council Meeting Date:</b> June 6, 2016
<b>Staff Contact:</b> Nicole Lecy, Project Engineer	<b>Petitioner:</b> Freeland Meadows, LLC
<b>Location:</b> Proposed Prairie Meadows Subdivision, Phase 3, located northeast of the Country Road and West Nike Road intersection, Section 18, T2N, R8E, BHM, Rapid City, SD.	

**Agenda Title:**

Authorize the Mayor and Finance Officer to Sign an Agreement between the City of Rapid City and Freeland Meadows, LLC for Sanitary Sewer Improvements and Oversize Water Main Cost Reimbursement, not to exceed \$33,135.50.

**Summary:**

An agreement for oversize cost reimbursement to Freeland Meadows, LLC for sanitary sewer improvements in which the City has requested the Developer to construct a force main access manhole in conjunction with a sewer force main being relocated by the Developer to Eli Drive; and for approximately 1,250 linear feet of 12" water main within proposed Giants Drive and proposed Marino Drive, located in Section 18, T2N, R8E, BHM, Pennington County, Rapid City SD.

**Funding Source & Fiscal Impact (if applicable):**

Fund	Cost Center	Fund	Cost Center
Sewer 604	0834/4382	Water 602	934/4383

**Recommendation:**

Action: Approve oversize cost reimbursement and authorize Mayor and Finance Officer to sign agreement.

**City Council Options:**

Deny request for reimbursement.  
Adjust requested reimbursement amount.

**Attachments & Links:**

Agreement	Location Map	
-----------	--------------	--

# Project Location Map



Santiary Sewer and Water Main Oversize Request  
Freeland Meadows, LLC  
Prairie Meadows Subdivision