Agenda Item Summary

**Agenda Title:**
Authorize Mayor and Finance Officer to Sign an Agreement between the City of Rapid and Sperlich Consulting, Inc. for Professional Engineering Services for St. Cloud Reconstruction – 5th to Highland Ct., Project No. 18-2487, CIP No. 51036, in the amount of $166,794.00.

**Summary:**
This project is for the reconstruction of St. Cloud Street from 5th Street to Highland Court. This reconstruction will include not only the upper road section that connects to Signal Drive but also the lower road section that currently terminates near the 3rd St. intersection (approximately 2,300 linear feet). The reconstruction of St. Cloud is needed due to the existing condition of the pavement. The project includes subgrade stabilization, new curb/gutter, asphalt, guardrail, and water main replacement thought the project area.

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

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- [x] Budgeted  - [ ] Not Budgeted

**Recommendation:**
Action: Approve
Notes:

**City Council Options:**

**Attachments & Links:**

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<tr>
<th>Agreement</th>
<th>2487 Vicinity Map</th>
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AGREEMENT made May 7th, 2019, between the City of Rapid City, SD (City) and Sperlich Consulting, Inc, (Engineer), located at 821 Columbus Street, Suite 1, Rapid City, SD 57701. City intends to obtain services for design and bidding for St. Cloud Reconstruction – 5th St. to Highland Ct., Project No. 19-2487 / CIP No. 51036. The scope of services is as described within this document and as further described in Exhibits A, B, and C (attached).

The City and the Engineer agree as follows:

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

Section 1—Basic Services of Engineer

1.1 General

1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City’s professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer’s professional judgment.

1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.

1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City’s risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney’s fees arising out of such reuse of the documents by the City or by others acting through the City.
1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.

1.2 **Scope of Work**

The Engineer shall:

1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.

1.2.2 Perform the tasks described in the Scope of Services. (See Exhibit A.)

1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.

1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

**Section 2—Information Provided by City**

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

**Section 3—Notice to Proceed**

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

**Section 4—Mutual Covenants**

4.1 **General**

4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.

4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.

4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer’s errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.

4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.

4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.

4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.

4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.

4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.

4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days’ written notice to the Engineer and (b) by the Engineer for cause upon seven days’ written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.
If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer’s action.

4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer’s documentation will be in a format consistent with general accounting procedures.

4.1.13 The City shall designate a representative authorized to act on the City’s behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer’s services.

4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City’s failure to provide specified facilities or information or for delays caused by other parties, excluding subcontractors 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 in 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 $166,794.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

5.3 Progress Payments

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

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

Section 6—Completion of Services

The Engineer shall complete services on or before December 31st, 2020 based on an award date of May 7th, 2019.

Section 7—Insurance Requirements

7.1 Insurance Required

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

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

7.3 **City Acceptance of Proof**

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

7.4 **Specific Requirements**

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

7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.

7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than $1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than $1,000,000 each occurrence and not less than $1,000,000 annual aggregate. Coverage
shall be maintained for at least three years after final completion of the services.

Section 8—Hold Harmless

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

Section 9—Independent Business

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

Section 10—Indemnification

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

Section 11—Controlling Law and Venue

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

Section 12—Severability

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.
Section 13—Funds Appropriation

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

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

City of Rapid City:

STEVE ALLENDER, MAYOR

DATE: ______________________

ATTEST:

PAULINE SUMPTION, FINANCE OFFICER

Reviewed By:

DOUG NOYES, PROJECT MANAGER

DATE: 4/18/2019

CITY’S DESIGNATED PROJECT REPRESENTATIVE

NAME Doug Noyes
PHONE 605-394-4154
EMAIL doug.noyes@rcgov.org

ENGINEERING FIRM’S DESIGNATED PROJECT REPRESENTATIVE

NAME Kale McNaboe
PHONE 605-721-4040
EMAIL kale.mcnaboe@sperlichconsulting.com
Background and Purpose
The purpose of this project is to fully reconstruct a portion of St. Cloud Street between the intersections of 5th Street and Highland Ct. The project is needed due to the existing pavement on St. Cloud Street being in poor condition. Poor soils and steep slopes on the south side of the roadway have caused the pavement to deteriorate and slide. Additionally, the existing guardrail along the roadway is inadequate and is in need of replacement. Lastly, the existing ductile iron water main has come to the end of its service life and is in need of replacement as well.

It is anticipated that the improvement will include the following:
- Replacement of the existing roadway along St. Cloud Street from the intersection of 5th Street to Highland Court. This pavement replacement will also include not only the upper road section that connects to Signal Drive but also the lower road section that currently terminates near the 3rd Street intersection (approx. 2,300 L.F.).
- Installation of new curb and gutter along the road sections and storm sewer if needed.
- Analysis and remediation of slope stability and erosion issues.
- Replacement of the existing guardrail.
- Replacement of the existing 8-inch diameter ductile iron pipe to a 12-inch PVC pipe.
- Connecting the lower portion of St. Cloud Street to the 3rd Street intersection.

Below, are itemized tasks and services that are necessary to complete the project. A brief description is provided on each task conveying responsibilities of the prime-consultant and its sub-consultants if needed. It was assumed for the purposes of this project that Sperlich Consulting will be responsible for all tasks with the exception of preparing and conducting the geotechnical analysis and reports. This task will be the responsibility of American Engineering and Testing. Additionally, a retaining wall is likely needed to be designed and constructed for this street reconstruction project. All retaining wall analysis and specifications will be prepared by a subcontracted structural engineering firm.

Task 1 – Preliminary Design 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 the RFP, scoping meeting, and kick-off conference, and any other recourse as necessary.
1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be in NAD83 (2011) NAVD88 South Dakota State Plane South Zone. The horizontal and vertical coordinates shall be established from the Rapid City Primary Control Network.
1.4 Determine Locations of existing water services
   A. Rapid City Utility Maintenance will provide locating services for all water mains.
B. Rapid City Utility Billing and Service will operate curb stops to verify individual water connections. City will be responsible for repairing broken or inoperable curb stops.

C. Engineer will coordinate schedule with Rapid City Billing and Service and be responsible for notifying property owners of temporary water shutoffs and request for entry into structures to verify shutoffs.

D. Water service to structures will be verified by Engineer following closing of the curb stop. Verification will at a minimum require operating an outside hose bib valve to ensure water is shutoff by the curb stop.

E. Water services will be located by Engineer’s utility locating subcontractor using available tracer wire or by connecting to metallic water service components inside of each structure.

1.5 Determine locations of existing sanitary sewer services
   A. Rapid City Utility Maintenance will provide locating services of all sanitary sewer mains. City will flush sanitary sewer mains as necessary prior to CCTV work.
   B. Rapid City Utility Maintenance will provide a vacuum truck and operator in the event that the vertical location of a sanitary sewer service is in question or in potential conflict with proposed facilities.
   C. Engineer will retain the services of a third party to provide video inspection of sanitary sewer services.
   D. Sewer services will be inspected via recorded CCTV from each structure to the sanitary sewer main using a locator. Location of the sanitary sewer camera/service line will be recoded on the ground surface using GPS survey equipment. Engineer subconsultant will flush sanitary sewer services prior to CCTV inspection.
   E. If necessary, the third-party inspection company may be required to CCTV the sewer main at tap locations and Engineer will operate a fixture(s) inside each structure to verify service connection location.
   F. To resolve conflicting information, Engineer and/or its subconsultant may utilize dye tablets to determine sewer service tap locations.
   G. Sewer main and sewer service CCTV inspection will be completed according to NASSCO standards.

1.6 Develop and distribute a survey questionnaire to property owners adjacent to proposed construction areas approximately 3 months or more ahead of soliciting bids for construction. The questionnaire should be developed to obtain information on site-specific concerns such as landscaping or irrigation systems, service line locations, special needs such as access considerations during construction, or history of utility or infrastructure problems at the property. Questionnaires would be returned to and evaluated by the consultant, who would follow up with appropriate individual contact with property owners prior to completion of 100% plans and contract documents to review project considerations that may be addressed or mitigated by the project work. Arrange and conduct meetings with affected property owners as deemed necessary. Engineer will also obtain contact information for effected property owners (phone number, mailing addresses, etc.).

1.7 Meet with individual property owners regarding ROW, permanent and temporary easement needs, and regarding specific project issues and components.

1.8 Private Utilities Base Plan Verification Meeting: The consultant shall send base plans to the private utilities requesting verification that their utilities are shown correctly per their...
1.9 Conceptual Design Submittal shall generally consist of the following documents:

A. Conceptual Design Report

Prepare a Conceptual Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report (including ADA requirements). The consultant shall submit all design assumptions for pipe sections, water, sewer, and storm sewer locations, pavement sections, 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 pavement design; based on a life cycle cost analysis, preliminary horizontal and vertical alignments for utilities, roadways, project phasing and limits, and other public improvements. Establish pipe sizes, lane configurations, drainage system capacity, complete water quality assessment, etc. Provide justification for the facility and analysis of alternatives. The project’s geotechnical report shall be included within the Conceptual Project Design Report and include soil classifications, N values, water levels, proctors, CBR’s, resistivity tests, pavement design, and testing recommendations. The Consultant shall elaborate on other project components as necessary.

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

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

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

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

B. Conceptual Drawings

a. 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 – The Survey Control sheet shall include control points with Northing, Easting, Elevation, and Description
with Station and Offset to the closest alignment. Horizontal alignments including beginning and end stations, and deflections and curve data. Combined ground to grid scale factor and Basis of Bearings.

- Anticipated traffic control phasing and erosion control measures
- Property Layout and Land Ownership
- Plan and Profile Sheets - Show existing and proposed utility mains and existing services, storm sewers, driveway locations, fittings, and proposed surfacing and drainage items. The utilities should be shown in profile as well. Design Criteria elements like profile grades, “K” values, vertical and horizontal curve data should be included.
- Anticipated Rapid City Standard Details
- Special Details - Conceptual layouts for special/critical elements for example buildings, special drainage structures, pump facilities, etc.
- Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards. Use current City-provided drawing templates.

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

1.11 Attend Public Works and Council meetings as necessary.

Task 2 – Final Design 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 lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area). Identify if property is owner occupied or a rental.

2.3 Determine removal limits with approval of City of Rapid City representative.

2.4 Coordinate with the geotechnical engineer to complete these services, and provide a geotechnical report to be included in the Project Design Report and project plans or specifications.

2.5 Incorporate design features as necessary to meet the requirements outlined in the Project Design Report.

2.6 Incorporate ADA compliance items, for example fillet, driveway and sidewalk improvements. All applicable ADA requirements shall be outlined in the Project Design Report.

2.7 Provide a complete stormwater pollution prevention narrative which will include detailed erosion and sediment control measures and specifications. Provide a complete erosion and sediment control site plan which includes station and offset locations for each implemented measure. Include both temporary and permanent erosion and sediment control measures. Include an erosion and sediment control sequence of implementation and phasing schedule. Each erosion control item shall be bid separately.

2.8 Provide detailed traffic control plans showing all devices required for a MUTCD compliant plan. Show all streets and alleys that may be impacted by this project. Show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plan. A detailed layout will be
included for each phase of multi-phased projects. The traffic control sequence of implementation and phasing schedule shall coincide with erosion and sediment control sequence of implementation and phasing schedule. Each traffic control device shall be bid separately. The City will provide an electronic version of an aerial photo for the selected consultant’s use.

2.9 Provide a Project Sequence of implementation and phasing schedule which shall include such items as traffic control, erosion and sediment control, utility installations, paving, restoration, and construction milestones.

2.10 The consultant shall create a detailed list of all potential utility conflicts caused by the project. City Project Manager shall schedule the Private Utility Coordination Meeting. The consultant shall prepare the meeting agenda and include the list of utility conflicts for discussion at the meeting. If a private utility intends to replace their infrastructure, the consultant shall coordinate a location corridor for the utilities and show the proposed location on the drawings. Indicate if the private utilities intend to abandon or replace the infrastructure prior to or during this project’s construction. 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. Prior to the meeting, preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete. The consultant shall document the resolution of each utility conflict agreed upon by each utility company.

2.11 Provide the City Project Manager a list of all private utility conflict resolutions. If private utilities will need to be relocated, assist PM as necessary with formal notification.

2.12 If desiring exceptions from City requirements or specifications, it is the Consultant's responsibility to request and secure exceptions. Failure by the City to comment on a non-conforming item during a review does not constitute the granting of an exception.

2.13 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.

2.14 Engineer shall obtain a design exception for Infrastructure Design Criteria manual requirements and Standard Specifications as needed. Exceptions to the Standard Specifications shall be documented on the General Notes sheet of the construction plans. The table shall include the following:

- City Exception File Number
- Specification Section
- Description
- Stipulations

2.15 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. This includes full detailed specifications for a proposed retaining wall.

2.16 Plans documents shall adhere to current City of Rapid City guidelines.

2.17 Staking information shall include:

- Station offsets and required grades for all items of work requiring field staking.
Engineer will prepare easement and ROW exhibits as necessary, provide copies of current deeds of properties where easements are needed, assist with property owner meetings for easement and ROW acquisition, and document acquisition meetings as needed by the City.

If federally funded, incorporate NEPA requirements, wetland mitigation, monetary, ROW certification, environmental certification, SHPO, Architectural, Catx noise analysis, FONSI, etc.

Provide two (2) copies and a PDF version of the finalized Project Design Report.

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.

Address 100% submittal staff comments as necessary.

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.

Prepare any and all permits with exhibits the City will need to execute for the project.

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 except as indicated in the City’s contract front end documents. Consultant shall obtain signatures and submit Notice of Intent to DENR for project coverage under the “General Permit for Stormwater Discharges Associated with Construction Activities”. A fee is associated with this permit which shall be a reimbursable through consultant invoicing.

Prepare final “Engineer’s Estimate” of probable construction cost for the project.

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 2018 or newer format. Includes all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on the 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.
• Provide all final design documents in .PDF format on a CD
• Print and distribute five (5) copies of plans/drawings to the City of Rapid City at 22”x34” scale for construction services personnel.

2.28 Prior to the advertisement for bids, arrange and conduct a public open house with affected residents. The open house shall be held sufficiently ahead of the project advertisement for bids such that public comments and concerns may still be addressed within the final project documents. Notice of the open house shall be mailed to all property owners adjacent to the proposed work area(s), as well as those in the immediate area who may be directly impacted by the construction, as determined by the City. The Notice shall be mailed on City letterhead and shall bear the City Project Manager Signature. The Consultant shall tabulate the public comments and concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.

2.29 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.

2.30 Attend Public Works and City Council meetings as necessary.

2.31 A street name change is anticipated for this project. Engineer will provide necessary exhibits and supporting documentation for the street name change as needed by the City Project Manager. Engineer to attend City meetings if necessary and incorporate new street name signs into project plans.

Task 3 – Bidding Services

3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
3.2 Consultant shall proof print quality at printers before full production of copies are made.
3.3 Arrange and conduct a Pre-bid Conference, prepare an agenda and record attendance and minutes. Distribute minute copies to only Consultant and City.
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, and prepare an award recommendation letter to the City of Rapid City project manager.
3.7 Prepare “As Built” plans and specifications. A hard copy of “As Built” plans and specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Consultant will provide PDF’s and CAD files on a CD or DVD. The digital submittal must be compatible with AutoCAD Civil 3D 2018, or newer, and contain all files and data packaged in a format that will allow City personnel to seamlessly open “As Built” drawings. The Consultant will work with the City CAD technician, in person, to demonstrate the CAD file operation and compatibility with City CAD software. If the Consultant is hired for Tasks 4 and 5, “As Built” plans and specifications shall be provided thirty (30) days following project acceptance. However, if the Consultant is not hired for Tasks 4 and 5, “As Built” plans shall be provided thirty (30) days following the
Consultants receipt of City markups/redlines. The Consultant will be paid for this work in advance, on the last invoice, but is required to complete the work at a later date per the contract, even if the Consultant has billed 100% of the contract and the City has closed the contract.

All “As Built” plans and specifications, believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance, which shall read, "I (insert Engineer of Record’s name) Certify that the As Built drawings and specifications contained here within, to the best of my knowledge, represent the constructed project. 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” shall be signed and dated by the Engineer of Record."
### EXHIBIT B

**St. Cloud Street Reconstruction - 5th St. to Highland Ct.**

**PROJECT NO. 19-2487 / CIP NO. 51036**

<table>
<thead>
<tr>
<th>Task ID</th>
<th>Task Item Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Kick-off Conference</td>
<td>$740.00</td>
</tr>
<tr>
<td>1.2</td>
<td>Review Background Information</td>
<td>$2,280.00</td>
</tr>
<tr>
<td>1.3</td>
<td>Perform Site Surveys</td>
<td>$26,260.00</td>
</tr>
<tr>
<td>1.4</td>
<td>Determine Locations of Existing Water Services</td>
<td>$1,150.00</td>
</tr>
<tr>
<td>1.5</td>
<td>Determine Locations of Existing Sanitary Sewer Services</td>
<td>$1,150.00</td>
</tr>
<tr>
<td>1.6</td>
<td>Develop and Distribute Survey Questionnaires</td>
<td>$1,010.00</td>
</tr>
<tr>
<td>1.7</td>
<td>Generate Easement Exhibits</td>
<td>$5,160.00</td>
</tr>
<tr>
<td>1.8</td>
<td>Private Utilities Base Plan Verification Meeting</td>
<td>$820.00</td>
</tr>
<tr>
<td>1.9</td>
<td>Conceptual Design Submittal (Report and Drawings)</td>
<td>$27,550.00</td>
</tr>
<tr>
<td>1.10</td>
<td>Attend Submittal Review Meetings</td>
<td>$285.00</td>
</tr>
<tr>
<td>1.11</td>
<td>Attend Public Works and City Council Meetings</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>TASK 1 TOTAL COST:</strong> $66,405.00</td>
<td></td>
</tr>
</tbody>
</table>

**TASK 1 - PRELIMINARY DESIGN SERVICES**

<table>
<thead>
<tr>
<th>Task ID</th>
<th>Task Item Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.10</td>
<td>Address City Comments</td>
<td>$2,760.00</td>
</tr>
<tr>
<td>2.20</td>
<td>Provide Project Layout (Lot Lines and Owner Information)</td>
<td>$720.00</td>
</tr>
<tr>
<td>2.30</td>
<td>Determine Removal Limits</td>
<td>$4,280.00</td>
</tr>
<tr>
<td>2.40</td>
<td>Provide Geotechnical Report with Recommendations</td>
<td>$8,864.00</td>
</tr>
<tr>
<td>2.50</td>
<td>Incorporate Design Features</td>
<td>$2,920.00</td>
</tr>
<tr>
<td>2.60</td>
<td>Incorporate ADA Requirements</td>
<td>$2,920.00</td>
</tr>
<tr>
<td>2.70</td>
<td>Provide SWPPP</td>
<td>$780.00</td>
</tr>
<tr>
<td>2.80</td>
<td>Provide Traffic Control Plans</td>
<td>$2,760.00</td>
</tr>
<tr>
<td>2.90</td>
<td>Provide Project Sequencing</td>
<td>$2,920.00</td>
</tr>
<tr>
<td>2.10</td>
<td>Identify Potential Utility Conflicts</td>
<td>$1,580.00</td>
</tr>
<tr>
<td>2.11</td>
<td>Provide Resolutions to Utility Conflicts</td>
<td>$4,670.00</td>
</tr>
<tr>
<td>2.12</td>
<td>Request Design Exceptions if Needed</td>
<td>$2,280.00</td>
</tr>
<tr>
<td>2.13</td>
<td>Provide Detailed Specifications</td>
<td>$4,920.00</td>
</tr>
<tr>
<td>2.14</td>
<td>Generate and Attached a Table of Approved Exceptions into the Construction Plans</td>
<td>$160.00</td>
</tr>
<tr>
<td>2.15</td>
<td>Provide Complete Plans and Specifications</td>
<td>$7,420.00</td>
</tr>
<tr>
<td>2.16</td>
<td>Adhere to Current City of Rapid City Guidelines</td>
<td>$2,920.00</td>
</tr>
<tr>
<td>2.17</td>
<td>Include Staking Information in Construction Plans</td>
<td>$2,880.00</td>
</tr>
</tbody>
</table>
### EXHIBIT B

St. Cloud Street Reconstruction - 5th St. to Highland Ct.

**PROJECT NO. 19-2487 / CIP NO. 51036**

<table>
<thead>
<tr>
<th>Task ID</th>
<th>Task Item Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.18</td>
<td>Acquire Permanent and Temporary Easements</td>
<td>$5,700.00</td>
</tr>
<tr>
<td>2.19</td>
<td>Incorporate NEPA Requirements if Necessary</td>
<td>$0.00</td>
</tr>
<tr>
<td>2.20</td>
<td>Provide Two (2) Copies and a .PDF of the Finalized Project Design Report</td>
<td>$615.00</td>
</tr>
<tr>
<td>2.21</td>
<td>Provide Three (3) Copies and a .PDF of Finalized Construction Plans</td>
<td>$615.00</td>
</tr>
<tr>
<td>2.22</td>
<td>Address 100% Submittal Comments</td>
<td>$5,280.00</td>
</tr>
<tr>
<td>2.23</td>
<td>Stamp and Certify All Reports and Construction Plans</td>
<td>$570.00</td>
</tr>
<tr>
<td>2.24</td>
<td>Prepare any Permits with Exhibits for the City</td>
<td>$2,880.00</td>
</tr>
<tr>
<td>2.25</td>
<td>Identify Permits that are Needed by the Contractor and Submit NOI to DENR</td>
<td>$1,120.00</td>
</tr>
<tr>
<td>2.26</td>
<td>Prepare Final “Engineer’s Estimate”</td>
<td>$3,540.00</td>
</tr>
<tr>
<td>2.27</td>
<td>Final Deliverables: Copy of Bid Documents, Finalized Construction Plans, Design Report, etc.</td>
<td>$2,780.00</td>
</tr>
<tr>
<td>2.28</td>
<td>Arrange and Conduct Public Open House Meeting</td>
<td>$1,195.00</td>
</tr>
<tr>
<td>2.29</td>
<td>Submit Plans to SDDENR for Approval</td>
<td>$230.00</td>
</tr>
<tr>
<td>2.30</td>
<td>Attend Public Works and City Council Meetings</td>
<td>$285.00</td>
</tr>
<tr>
<td>2.31</td>
<td>Assist City in Road Name Change</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>

**TASK 2 TOTAL COST:**

$95,754.00

**TASK 3 - BIDDING SERVICES**

<table>
<thead>
<tr>
<th>Task ID</th>
<th>Task Item Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Submit Information to Advertising Authority</td>
<td>$172.50</td>
</tr>
<tr>
<td>3.2</td>
<td>Proof Prints Prior to Full Production of Copies</td>
<td>$172.50</td>
</tr>
<tr>
<td>3.3</td>
<td>Arrange and Conduct Pre-Bid Conference</td>
<td>$740.00</td>
</tr>
<tr>
<td>3.4</td>
<td>Prepare and Issue Addenda to Bid Documents</td>
<td>$1,410.00</td>
</tr>
<tr>
<td>3.5</td>
<td>Attend Public Works and City Council Meetings</td>
<td>$0.00</td>
</tr>
<tr>
<td>3.6</td>
<td>Review Bidder’s Proposals</td>
<td>$230.00</td>
</tr>
<tr>
<td>3.7</td>
<td>Prepare “As Built” Plans and Specifications</td>
<td>$1,910.00</td>
</tr>
</tbody>
</table>

**TASK 3 TOTAL COST:**

$4,635.00

**TOTAL OF TASKS 1 THROUGH 3:**

$166,794.00

Although dollar values have been provided for each task, Sperlich Consulting shall retain the right to relocate monies to other tasks, subject to the maximum limiting fee shown above.
# Exhibit C

**Effective Labor Rates**

## Sperlich Consulting, Inc.

### Hourly Rates and Reimbursable Costs

2019

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Engineer, P.E.</td>
<td>$115.00/hr.</td>
</tr>
<tr>
<td>Staff Engineer, P.E.</td>
<td>$85.00/hr.</td>
</tr>
<tr>
<td>Staff Engineer, E.I.T.</td>
<td>$75.00/hr.</td>
</tr>
<tr>
<td>Land Surveyor, L.S. (Office)</td>
<td>$100.00/hr.</td>
</tr>
<tr>
<td>Land Surveyor, L.S. (Field)</td>
<td>$80.00/hr.</td>
</tr>
<tr>
<td>Survey Technician</td>
<td>$65.00/hr.</td>
</tr>
<tr>
<td>Engineer's On-Site Representative</td>
<td>$75.00/hr.</td>
</tr>
<tr>
<td>CAD Technician</td>
<td>$80.00/hr.</td>
</tr>
<tr>
<td>Mileage</td>
<td>$0.70/mi.</td>
</tr>
<tr>
<td>Plans Reproduction</td>
<td>1.0 x Cost</td>
</tr>
</tbody>
</table>
ST CLOUD STREET RECONSTRUCTION - 5TH ST. TO HIGHLAND CT
PROJECT # 19-2487, CIP 51036