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

Project Name & Number: Downtown Lighting Project 19-2500

Project Description: Downtown Lighting

Consultant: Skyline Engineering, LLC

Original Contract Amount: $157,862.00 Original Contract Date: May 8, 2019 Original Completion Date:

Addendum No:
Amendment Description:

Current Contract Amount: ___________________ Current Completion Date: _______________

Change Requested: ______________________-

New Contract Amount: $0.00 New Completion Date: ___________________

Funding Source This Request:

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Agreement Review & Approvals

Project Manager: __________________________ 5-10-19

Compliance Specialist: _____________________ 5-10-19

City Attorney: ____________________________ 5-10-19

Division Manager: _________________________ 5-13-19

Department Director: _____________________ 5-13-19

ROUTING INSTRUCTIONS
Route two originals of the Agreement for review and signatures.
Finance Office - Retain one original
Project Manager - Retain second original for delivery to Consultant
cc: Public Works
Engineering
Project Manager

FINANCE OFFICE USE ONLY
(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

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Rev. 03/2009

109A Authorization for Mayor & Finance Officer to Sign
May 8, 2019

MEMORANDUM

To: Dale Tech, Public Works Director, and Public Works Committee
From: Jesse Rieb, Project Administrator
Subject: Downtown Lighting
Project No. 19-2500, CIP No. 51228

The purpose of the memorandum is to provide an explanation for not utilizing the City of Rapid City’s Technical Consultant Selection Procedure for this particular project. Per section 1.B.1 of the Procedure:

“The DME [Director/Manager/Executive] will have the option to select a consultant directly if it has been shown that the scope of work for the consultant service is so specialized as to eliminate any other firm from being selected.”

In 2014 the City administered a project on behalf of the City Downtown Business Improvement District (BID) to provide professional engineering services for the preliminary design and funding request presentation(s) to the Vision Fund Committee for the installation of an enhanced and decorative roadway and pedestrian lighting project. Skyline Engineering was selected for the project and an agreement was made between the BID and Skyline Engineering, which was administered by the City of Rapid City Engineering Department. The Professional Services Agreement included Conceptual Design, cost estimate, and a funding request presentation.

Currently, Engineering staff has been tasked with managing the final design, bidding and construction administration of the project. Staff is seeking an exception to the Technical Consultant Selection Procedure and proposes to waive the requirement to review proposals and interview potential design firms for this project and directly award final design, bidding and construction administration services to Skyline Engineering. Staff believes that this is justified based on the previous consultant selection process, their familiarity with the project, and the fact that hiring a different consultant would require a duplication of effort already performed by Skyline Engineering, thereby making the scope of this project so specialized that no other firm is likely to be selected for this project.
Agreement Between City of Rapid City and Skyline Engineering LLC for Design and Bidding Professional Services for Downtown Light Project, Project No. 19-2500

AGREEMENT made May 8, 2019, between the City of Rapid City, SD (City) and Skyline Engineering LLC, (Engineer), located at 615 12th Street, Rapid City, SD 57701. City intends to obtain services for design and bidding for Downtown Lighting Project, Project No. 19-2500 CIP No. 51228. 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 $157,862.00 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 markup 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 31, 2021 based on an award date of June 4.

Section 7—Insurance Requirements

7.1 Insurance Required

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

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

7.3 City Acceptance of Proof

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

7.4 Specific Requirements

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

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

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

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

Section 8—Hold Harmless

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

Section 9—Independent Business

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

Section 10—Indemnification

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

Section 11—Controlling Law and Venue

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

Section 12—Severability

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

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

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

City of Rapid City:  

MAYOR

DATE: ____________________

ATTEST:

FINANCE OFFICER

Reviewed By:

Jesse Rieb, PROJECT MANAGER

DATE: 5-10-19

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME Jesse Rieb
PHONE 605-394-4154
EMAIL jesse.rieb@rcgov.org

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME Jamie Stampe
PHONE 605-737-3800
EMAIL jamies@skylineltd.com
EXHIBIT A

SCOPE OF SERVICES

RAPID CITY - DOWNTOWN LIGHTING PROJECT

PROJECT No. 19-2500 CIP 51228

The City of Rapid City Public Works Department, Engineering Services Division, requested proposals to provide professional engineering services for the design for the installation of enhanced and decorative roadway and pedestrian lighting project.

This scope includes services related to the LED fixture choice validation analysis, design, cost estimates, and bidding services for the installation of the lighting system on Main and St. Joseph Streets from West Boulevard to East Boulevard, which are the East-West through fares located in downtown Rapid City, SD.

Skyline Engineering will be the lead consultant for the project. FMG Engineering will be a sub-consultant and will provide support services including surveys, base map creation, and assistance with preparation of bidding & contract documents.

The basis of the project scope anticipates the following:

1. An updated final design and report for installation of new decorative roadway and pedestrian lighting poles and fixtures. The project will not replace signal poles, but will replace the area lighting luminaries on the signal poles.
2. An updated final design and report for necessary footings for new lights and associated civil and concrete work associated with placing new footings and the removal of old footings. It is a goal of this project to utilize as much of the existing pole footings as practical.
3. An updated final design and report for installation of additional conduit, wiring, and electrical services as necessary to expand the existing roadway lighting system. It is a goal of this project to utilize as much of the existing conduit and electrical service as practical.
4. Preparation of final construction documents implementing the scope outlined herein.
5. Two or three sets of construction documents are anticipated, pending funding availability.

As such, professional services being proposed includes the services outlined below as required by the following tasks: 2 - Final Design Services, and 3 - Bidding Services.

TASK 2 - FINAL DESIGN SERVICES:

This task consists of all services necessary to take the project from the Preliminary Design through the Final Design, and may include the following itemized services.
2.1 Final Design Kick-off Conference: The consultant shall meet with City staff to detail project solution options. The consultant shall prepare an agenda, take minutes, and distribute minutes. Tasks include: A. Review the base data collected by the team, do a walk-through of the project area and take notes on the existing conditions. B. Provide site analysis of the functional aspects of the project area that will be impacted as a result of the lighting project – these include documentation and analysis of the built environment throughout the project: streetscapes, structures, signage, future development, pedestrian environment, parking meters, and perceived environment for different users. C. Design will apply the federal, state and local, Rapid City's design requirements to the project as we understand their implications, and review of government requirements as applicable to the site. In addition, inherent and/or fundamental task will include:

2.1.1 Re-verify design assumptions and design goals.
2.1.2 Identify and Record Objectives and Directives.
2.1.3 Consider other City Projects. Coordinate and collaborate with other City Projects.
2.1.4 Review Interest in Banner pole Power and Receptacles for the light poles - Pre-Analysis to meeting.
2.1.5 Review the single block analyses of two options with a low-impact lighting solution and another with enhanced pedestrian level lighting.
2.1.6 Review the impacts of option 1 vs option 2 on circuiting, street cuts, etc in effort to minimize costs risks.
2.1.7 Review Potential Business Impacts, traffic interruptions and Associated Concerns.
2.1.8 FMG – Attend Kickoff Meeting.
2.1.9 Summarize proposed lighting performances.
2.1.10 Vet fixture options with City of Rapid City.
2.1.11 Summarize fixture, types, and locations.
2.1.12 Prepare/document plausible sequences of construction.
2.1.13 Research LED lighting options /performance and controls thereof.

2.2 Project Support Tasks (Civil Engineering) include: Gather and review Civil Engineering and other information as applicable and understand the past and concurrent projects that will impact the lighting project as well as doing specific research to discover what has been already discussed and understood by stakeholders in the project. In addition, inherent and/or fundamental task will include:

2.2.1 Consultant will provide information to the City whom will edit & prepare the Front-End documents.
2.2.2 Identify Document Resources intended to be utilized in preparation of Final Design including the downtown masterplan, DOT ADA project, Etc.
2.2.3 Identify the existing right-of-way (ROW) location and any ROW or easements necessary for the Project.
2.2.4 Apply sources of Info: GIS, Utilities, Standards, DOT, As-builts, etc.
2.2.5 Perform site surveys if/as required to supplement the GIS Info, Aerial Photos & historic drawings sufficient for the final design plan preparation.

2.3 Final Design Submittals - Bid documents submitted two or three times as required, task accordingly.
2.3.1. The Final Design Submittal shall generally consist of an updated Design Report, and Construction Documents and Photometric Supporting plans, both for owner review and Final Construction Documents.

2.3.1.1 Updated Final Design Report. The consultant shall identify project specific design criteria and standards within the Final Design Report.

a. An updated Design Report regarding the Civil scope: Provide an updated narrative for Civil related items (traffic control, utility conflicts, etc).

b. Design assumptions for the lighting, footing, conduit, electrical service design.

c. Summary product service life, design criteria, and reference of design resources. The Consultant shall use the City Infrastructure Design Criteria Manual to establish design criteria and standards.

d. Re-evaluate and recommend lighting size, type, and location based on LED sources.

e. Re-evaluate and recommend footings and electrical design.

f. Include geotechnical information from the area being utilized as the basis for final footing designs.

g. QC - Review and Verify City Standards and Guidelines Compliance, and IES RP-8. Prepare an exceptions report. Note the design will deviate from RP-8 as related to street lighting criteria since RP-8 is not tailored for façade lighting – which is a primary design objective for this project.

h. Prepare a collaborative sequence of construction description.

i. Submit a PDF of the Final Design Report.

j. Energy analysis to document existing energy use vs proposed energy use.

2.3.1.2 Final Construction Drawings and Specifications. The consultant shall prepare the plans and detail sheets which identify the construction scope for the contractors.

k. Owner Review Submittal: The documents and specifications shall be submitted to City of Rapid City’s project manager for review and comment prior to the final Construction Documents.

i. Delivery shall include (1) full size copy, (2) ½ size copies and a PDF version of the drawings, specifications, and cost estimates.

l. Final Documents Submittal: The Final Construction Documents and specifications shall be submitted to City of Rapid for authorization for bid letting.

i. Delivery shall include City of Rapid City Front end documents and (1) full size copy and a PDF version of the drawings, specifications, and estimates.

ii. Delivery shall also include electronic information including CD’s in AutoCad. Civil Engr to provide topo, control, design points in tabular and hardcopy form.

iii. Specifications shall be provided in WORD and estimate shall be provided in EXCEL.

m. Each set of plans and specifications shall include (certifications on spec cover and on each plan sheet:

i. Cover Sheet with Index of Sheets indicating the drawing sheets.

ii. Survey/Traffic Control Sheets identifying:

1. Survey information and property layout and land Ownership for each block
2. Anticipated traffic control phasing, and erosion control measures, handled by typical details and narrative language on the plans.
3. Anticipated Rapid City Standards Details, if/as applicable.
4. Identify any major utility issues and associated cost relative to the design concept.
   iii. Electrical plans delineating new pole/fixture locations and pole/replacement fixture locations.
   iv. Electrical plans indicating existing conditions and new pole locations. Plan sheets prepared utilizing the latest City of Rapid City Configurations and Drafting Standards.
   v. Light Fixture and Poles Schedule.
   vi. Details of Poles and Fixtures.
   vii. Details of Pole Bases, new and existing. Decorative pole attachment details as required.

2.4 Task and Documents in support of construction documents. Bid documents submitted two or three times as required, task accordingly.
   a. Provide layout with lot lines and addresses, including adjacent, rental or owner.
   b. Determine Removal Limits with City approval.
   c. Coord with Geotech and provide Geotech Report, plans & specs.
   d. Develop station references consistent with RC standards - 20 Blocks.
   e. Incorporate ADA compliance items, example fillet, driveway and sidewalk improvements. All applicable ADA requirements shall be outlined in the Project Design Report.
   f. Provide Fixture Information and plan information to BHE to Coordinate Utility Rate Changes.
   h. Document Station and Staking Information – sheet by sheet. Provide alignment and control stations references in the base plans.
   i. Prepare any permits and exhibits the City will need to execute work.
   j. Identify permits that will be required by the contractor. Identify the permit and identify them as a contractor cost to be bid.

2.5 Detailed Lighting Design Task in Support of Construction Documents. Bid documents submitted two or three times as required, task accordingly.
   a. Verify capabilities of existing Poles/Lights: Re-use existing bases as allowed,
   b. Final Lighting Poles Types and Detail Drawings
   c. Finalize Standard Base/Footing Details.
   d. Final Lighting Fixture Types and Detail Drawings.
   e. Final Block-by-Block Design Plans for all 20 blocks - 20 Sheets.
   f. Final Fixtures Qty Sheets - 2 sheets.
   g. Final Quantities Table with Stationing - Block by block.
   h. Updated and final Lighting Models. Recreate typical block models using LED fixtures to demonstrate horizontal and vertical foot-candles.
      i. Option 1 – minimization of Cost and Risk. Replace existing and only add the inner-block poles with enhanced façade illumination, no fixtures at nodes.
      ii. Option 2 - Add end-of-block Node fixtures.
   i. QC-Review for Clarity and Constructability.
   j. QC for use of RC Drafting Standards.
   k. Provide complete plans and specs for unit price contract.
2.6 Task associated with delivery of Report and Documents. Bid documents submitted two or three times as required, task accordingly.

2.6.1 FMG to coordinate Front-End Bidding Documents with City Staff and PM’s. Final Pass.
2.6.2 Attend submittal review meeting and 2 additional mtgs with City staff. Record directives.
2.6.3 Attend Pre-bid and Pre-Con Meetings – 2 meeting and FMG record.

2.7 Cost Estimates: This task consists of all services necessary to utilize the detail provided in Task 1, and Final Design Services, to provide a probable opinion of construction costs for the project. The costs analysis shall be itemized based on the City’s standard bid items and appropriate contingency item allowance. Bid documents submitted two or three times as required, task accordingly. Update the 2014/2018 cost estimates per the following:

2.7.1 Utilize Unit Cost Basis as applicable per City Standards.
2.7.2 Update per recent DOT and City Records, Research and Draw from Recent Bids.
2.7.3 Identify Conditions that could impact costs.

**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. Bid documents submitted two or three times as required, task accordingly.

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.

3.4 Prepare and issue addenda to the bid documents as required.

3.5 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.

3.6 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. The Consultant will provide PDF’s, and CAD files on a CD or DVD. The digital submittal must be compatible with AutoCAD Civil 3D 2011, or newer, containing 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 to demonstrate the CAD file operation and compatibility with City CAD software, if necessary.

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 Consultants 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.

3.7 FMG Engineering Subconsultant Bidding Services. Bid documents submitted two or three times as required, task accordingly
## Task 

<table>
<thead>
<tr>
<th>Task #</th>
<th>TASK</th>
<th>SKYLINE</th>
<th>ARCH</th>
<th>CIVIL</th>
<th>LA</th>
<th>Total</th>
</tr>
</thead>
</table>

### TASK 1 - Preliminary Design Services - Revisited

<table>
<thead>
<tr>
<th>Description</th>
<th>SKYLINE</th>
<th>ARCH</th>
<th>CIVIL</th>
<th>LA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Review backround information and verify</td>
<td>$ 1,280.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Perform site survey required for design</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Determine locations of existing water services</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Develop &amp; distribute questionnaires to property owners. See task.</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Meet with individual property owners required ROW etc.</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Privey Utilities Base Plan Verification Meeting Base to Utility Core</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Conceptual Design Submittal</td>
<td>$ 1,280.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Conceptual Design Drawings</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Attend submittal review meeting with City staff, as necessary.</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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</tbody>
</table>

### EXP-1 TEAM REIMBURSABLE EXPENSES FOR TASK 1

<table>
<thead>
<tr>
<th>Description</th>
<th>FEE</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major Task Subtotal - Task 1</td>
<td>$2,560.00</td>
<td>$8,000.00</td>
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### TASK 2 - Final Design Services

<table>
<thead>
<tr>
<th>Description</th>
<th>SKYLINE</th>
<th>ARCH</th>
<th>CIVIL</th>
<th>LA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verify Concept Design Report. Address City Comments from task 1 and finalize Concept Design Report. Phase as Project Design Report</td>
<td>$ 18,085.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Project Support Task: Civil Engineering</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Final Design Submittal - Update design report and construction documents, civil bylaws, specifications, etc.</td>
<td>$ 18,880.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Final Construction Drawings and Specifications</td>
<td>$ 37,070.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Task and Documents in Support of Construction Documents</td>
<td>$ 1,140.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Detailed Lighting Design Task in Support of Construction Documents</td>
<td>$ 37,650.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Task associated with Delivery of Report and Documents</td>
<td>$ 3,740.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Prepare Engineer's estimate</td>
<td>$ 2,800.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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### EXP-2 TEAM REIMBURSABLE EXPENSES FOR TASK 2

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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Major Task Subtotal - Task 2</td>
<td>$2,285.00</td>
<td>$100.00</td>
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### TASK 3 - Bidding Services - Two Set of Bids

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<tr>
<th>Description</th>
<th>SKYLINE</th>
<th>ARCH</th>
<th>CIVIL</th>
<th>LA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit Info to City for Admin of Bidding Services/Authority Form</td>
<td>$ 640.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Proof prints (plans and specs) at printer prior to bidding doc prints</td>
<td>$ 1,000.00</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Arrange and Conduct a Pre-Bid Conf. agenda, attendance, minutes</td>
<td>$ 1,900.00</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Issue Addenda to the bid docs as required</td>
<td>$ 3,630.00</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Review Bids, Bid Tab, Prepare Letter of Recommendation</td>
<td>$ 640.00</td>
<td>$ -</td>
<td>$ -</td>
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<td>$ -</td>
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<tr>
<td>Prepare As-Built plans</td>
<td>$ 5,920.00</td>
<td>$ -</td>
<td>$ -</td>
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<td>$ -</td>
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<tr>
<td>Attend Public Works Meetings as necessary</td>
<td>$ -</td>
<td>$ -</td>
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### EXP-2 TEAM REIMBURSABLE EXPENSES FOR TASK 2

<table>
<thead>
<tr>
<th>Description</th>
<th>FEE</th>
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<tr>
<td>Major Task Subtotal - Task 3</td>
<td>$13,830.00</td>
<td>$2,540.00</td>
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**TOTALS:** $1,387,070.00 $18,592 $ - $ 1,378,962
EXHIBIT C

RATE SCHEDULES FOR
RAPID CITY - DOWNTOWN LIGHTING PROJECT

PROJECT No. 19-2500 CIP 51228

SKYLINE ENGINEERING, LLC
HOURLY RATE SCHEDULE

Through December 31, 2019

<table>
<thead>
<tr>
<th>PERSONNEL</th>
<th>RATE</th>
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<tbody>
<tr>
<td>Principals</td>
<td>$160</td>
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<tr>
<td>Project Managers</td>
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<td>Engineer III</td>
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<tr>
<td>Engineer II</td>
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<td>Engineer I</td>
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<td>Designer III</td>
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<td>Designer II</td>
<td>$115</td>
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<td>Designer I</td>
<td>$105</td>
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<tr>
<td>CAD Technician II</td>
<td>$95</td>
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<tr>
<td>CAD Technician I</td>
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<tr>
<td>Support Staff</td>
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<tr>
<td>Intern</td>
<td>$60</td>
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</table>
EXHIBIT C

RATE SCHEDULES FOR
RAPID CITY - DOWNTOWN LIGHTING PROJECT

PROJECT No. 19-2500 CIP 51228

SKYLINE ENGINEERING, LLC
REIMBURSABLES RATE SCHEDULE

Through December 31, 2019

Reimbursable expenses include expenses incurred by Skyline Engineering, LLC, its employees, members, or subcontractors, in the interest of the Project, including:

1. Outside reproduction services, billed at cost.
2. Courier services and postage, billed at cost.

FMG ENGINEERING
REIMBURSABLES RATE SCHEDULE

VEHICLES & EXPENSES
Reimbursable expenses include expenses incurred by FMG, its employees, members, or subcontractors, in the interest of the Project, including:

1. Mobilization (support vehicle) $0.70/mile
2. Drill Rig Mobilization $2.50/mile
3. Travel Costs - air, lodging, transport, meals, etc. cost
4. Document/Plans Reproduction cost