AGREEMENT made ____________________________, 20____, between the City of Rapid City, SD (City) and Ferber Engineering Company, Inc, (Engineer), located at 729 E. Watertown Street, Rapid City SD  57701. City intends to obtain services for design and bidding for 12th Street Reconstruction – West Main Street to Fulton Street, Project No. 19-2499 CIP No. 50927. 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 sub-contractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.

4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.

4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer’s consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer’s services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.

4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.

4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.

4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.

4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

4.2 City of Rapid City NonDiscrimination Policy Statement

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

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

Section 5—Payments to the Engineer

5.1 Schedule of Pay Rates

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

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed $379,565.00 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 12/31/2022 based on an award date of 7/15/2019.

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:

MAYOR

DATE:

ATTEST:

FINANCE OFFICER

Reviewed By:

BRANDON QUIETT, PROJECT MANAGER

DATE: 7/1/19

CITY’S DESIGNATED PROJECT REPRESENTATIVE

NAME: Brandon Quiett
PHONE: 605-394-4154
EMAIL: brandon.quiett@rcgov.org

ENGINEERING FIRM’S DESIGNATED PROJECT REPRESENTATIVE

NAME: Dave Muck, PE
PHONE: 605-343-3311
EMAIL: davemuck@ferberengineering.com
EXHIBIT A

The City has determined the need to procure professional services including Preliminary Design Services, Final Design Services, and Bidding Services for the 12th Street Reconstruction – West Main Street to Fulton Street. Specific aspects of the project are as follows:

- Extension of regional storm sewer south across West Main Street and Saint Joseph Street. Installation of storm sewer inlet capacity to meet arterial street drainage criteria in West Main Street and Saint Joseph Street. Extension and sizing of storm sewer in 12th Street to Fulton Street. Inlets in 12th Street shall be located to meet local street drainage criteria.

- Replacement of 6-inch cast iron (CI) water main in 12th Street with 8-inch PVC between Saint Joseph Street and South Street. Evaluate replacement of 10-inch ductile iron (DI) water main along the north side of Saint Joseph Street, and replacement of 12-inch (DI) water main along the south side of Saint Joseph Street within project vicinity. Evaluate option of combining dual water mains in Saint Joseph Street into one main. Consider construction phasing with respect to the West Street Booster. Design 8-inch PVC water main in Quincy Street between West Street and 12th Street. Evaluate and provide design for 8-inch PVC water main loop in either the alley of Block 13 Boulevard Addition, or in 12th Street to provide looping of the Palo Verde pressure zone and eliminate non-conforming services. Replace all service lines to limits of ROW and install new curb-stops.

- Replace 8-inch vitrified clay pip (VCP) sanitary sewer main in 12th Street with 8-inch PVC between South Street and Fulton Street. Replace and lower sanitary sewer along the north side of West Main Street from 11th Street to 1212 West Main Street in order to eliminate conflict with proposed storm sewer.

- Review nonconforming sanitary sewer and water service lines one block east and west of 12th Street and propose solution to make service lines conforming. Replace all service lines to limits of ROW.

- Reconstruct 12th Street south of Saint Joseph Street through the Fulton Street intersection with new curb and gutter. The roadway vertical geometry shall be optimized to facilitate street crossings, driveways, cover over utilities, and drainage. Design pavement section. Determine if edge drain is necessary. Evaluate on street parking. Explore typical section alternatives.

- Evaluate compliance with ADA regulations at all intersections in the 12th Street corridor.

- Coordinate project schedule with other arterial street construction projects in the area.

- Provide preliminary design services of the reconstruction of 12th Street from Fulton Street to Saint James Street, including storm sewer, water system improvements and sanitary sewer main extensions for service noncompliance resolution.
Tasks 1 through 3 presented in this Exhibit are standard items requested by the City of Rapid City. Task 4 Basic Construction Services and Task 5 Expanded Construction Services will be completed under separate agreement and/or future amendment to this contract.

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 Gather and review background information listed in the Request for Proposals and any other resources as necessary.

1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing NAD83 (2011) South Dakota State Plane South Zone. The elevation datum will be the North American Vertical Datum of 1988 (NAVD88).

1.3.1 Detailed survey limits will include the applicable street rights-of-way and applicable adjacent property frontage with added areas necessary to establish adequate utility infrastructure and drainage design(s).

1.3.2 Rights-of-way to be included in the survey are:

1.3.2.1 W. Main Street and Saint Joseph Street from one-half block west of West Street to West Boulevard.

1.3.2.2 12th Street from Saint Joseph Street to Saint James Street.

1.3.2.3 The north half block of West Street and 11th Street plus the north 150 feet of the alleys south of Saint Joseph Street between West and 11th Streets.

1.3.2.4 One half block west of 12th Street to 11th Street along Kansas City Street, Quincy Street, Columbus Street, South Street, Fulton Street, Clark Street, Fairview Street and Saint James Streets. Hill Street right-of-way will be surveyed for one-half block west of 12th Street.

1.4 Determine locations of existing water services.

1.4.1 Rapid City Utility Maintenance will provide locating services for all water mains.

1.4.2 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.

1.4.3 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.

1.4.4 Water service to structures will be verified by Consultant 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.

1.5 Determine locations of existing sanitary sewer services with assistance.

1.5.1 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.
1.5.2 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.

1.5.3 Engineer will retain the services of A-1 Sewer and Drain, Inc., to provide video inspection of sanitary sewer services.

1.5.4 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 recorded on the ground surface using GPS survey equipment. Engineer subconsultant will flush sanitary sewer services prior to CCTV inspection.

1.5.5 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.

1.5.6 To resolve conflicting information, Engineer and/or its subconsultant may utilize dye tablets to determine sewer service tap locations.

1.5.7 Sewer main and sewer service CCTV inspection will be completed to near NASSCO standards.

1.6 Develop and distribute a survey questionnaire to property owners one block on either side of 12th Street and adjacent to the other portions of the project. 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 will be returned to and evaluated by the consultant, who will 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.

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

1.8 Engineer will conduct a Private Utilities Base Plan Verification Meeting: Send base plans to the private utilities requesting verification that their utilities are shown correctly per their records. A meeting with the private utilities shall be scheduled after submitting plans to verify that the utilities are shown correctly. Base plan revisions will be made as necessary.

1.9 Engineer will provide the following geotechnical services through Subconsultant contract with American Engineering Testing, Inc. (AET)

1.9.1 Drill eleven (11) Standard Penetration Test (SPT) borings along the various alignments to an estimated depth of 10 feet below grade.

1.9.2 The subsurface conditions will be logged at each location and groundwater levels taken at each boring location following drilling. The borings will be advanced using either 3.25-inch I.D. Hollow Stem Auger or 4-inch flight auger. Soil samples will be collected from the borings in accordance with the procedures outlined in ASTM D3550.

1.9.3 Perform nine (9) 4-pin resistivity tests in the field at locations requested by the Engineer.

1.9.4 Perform laboratory testing in accordance with the appropriate ASTM procedures to classify the soils in order to estimate the characteristic engineering and index properties, as well as strength properties of the soils. The lab work will include
natural moisture content, dry density, Atterberg Limits, moisture density (modified Proctor) and California Bearing Ratio (CBR) tests.

1.9.5 Provide a report summarizing the results of the field work, laboratory data, and engineering recommendations soil/bedrock profiles and groundwater levels.

1.10 Engineer shall complete a preliminary design investigation for the project.

1.10.1 Street

1.10.1.1 Engineer will provide horizontal and vertical layout according to street section criteria for 12th Street and the intersecting streets described in 1.3.2.4.

1.10.1.2 Engineer will evaluate sidewalk, driveways, etc. with regard to the selected horizontal and vertical layouts and typical sections and ADA compliance.

1.10.2 Water

1.10.2.1 Engineer will evaluate logical abandonment and replacement of water main in Saint Joseph Street within the project area. Engineer will provide water main horizontal and vertical layout for Saint Joseph Street.

1.10.2.2 Engineer will provide horizontal and vertical layout of water main in 12th Street from Saint Joseph Street to Saint James Street.

1.10.2.3 Engineer will provide horizontal and vertical layout of Palo Verde High Level water main loop along 12th Street between Quincy and Columbus Streets. Engineer will provide horizontal and vertical layout for the Palo Verde High Level water main reconstruction from West Street to 12th Street along Quincy Street.

1.10.3 Sanitary Sewer

1.10.3.1 Engineer will provide horizontal and vertical layout for the reconstruction of that portion of sanitary sewer main in 12th Street between South Street and Fulton Street.

1.10.3.2 Engineer will provide horizontal and vertical layout for the preliminary design of noncompliant sewer service resolution mains between Fulton Street and Clark Street, Clark Street and Fairview Street and Fairview Street and Saint James Street.

1.10.4 Drainage/Storm Sewer

1.10.4.1 Engineer will provide horizontal and vertical layout of storm inlets and sewer in West Main Street and Saint Joseph Street to connect to the facilities constructed under City Project 15-2316 / CIP 50904.

1.10.4.2 Engineer will provide horizontal and vertical layout of storm inlets and sewer in 12th Street.

1.10.4.3 Engineer will evaluate proposed storm sewer utilizing the EPA’s Stormwater Management Model (SWMM)

1.11 Prepare Project Design Report:

Engineer shall establish and indicate project specific design criteria and standards within the Project Design Report (including ADA requirements). Engineer shall submit all design assumptions for typical section (lane configuration, shoulder width, guardrails, existing utility conflicts, etc.), design life, design criteria, and reference of design resources. Engineer shall use the City Infrastructure Design Criteria Manual (RCIDCM) to establish design criteria and standards.
1.12 Prepare preliminary plans including cover sheet, property layout and land ownership sheets, property layout and ownership, construction traffic control, erosion and sediment control measures, details, plan and profile sheets and cross sections. Existing utility locations with probable depths will be shown.

1.13 Prepare preliminary opinion of probable construction costs for the combined projects.

1.14 Identify permanent right-of-way and easement acquisition needs for the Project.

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

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

1.17 Attend submittal review meeting with City staff.

TASK 2 - FINAL DESIGN SERVICES:

2.1 Address City comments from the Task 1 City review(s) and finalize Project Design Report.
   2.1.1 Provide two (2) hardcopies and a PDF version of the Final Design Report.

2.2 Facilitate permanent and/or temporary construction easement acquisition, and obtain property owner contact information, prepare easement exhibits as necessary, conduct property owner meetings for easement acquisition, and document acquisition meetings. Provide copies of current deeds of properties where easements are needed and the City will prepare the necessary legal documents.

2.3 Provide complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
   2.3.1 Plans documents shall adhere to current City of Rapid City guidelines.
   2.3.2 Staking information shall include the following as necessary:
       2.3.2.1 Station offsets or coordinates for all items of work requiring field staking
       2.3.2.2 Coordinates and description of inter-visible control points with benchmark information.
   2.3.3 Provide project layout to include lot lines (front and side) and addresses of all properties adjacent to construction. Identify if property is rental or owner-occupied.

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

2.5 If desiring exceptions from City requirements or specifications, Engineer will request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.
   2.5.1 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:
       2.5.2 City Exception File Number
       2.5.3 Specification Section
       2.5.4 Description
2.5.5 Stipulations

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

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

2.8 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.

2.9 Provide traffic control and phasing plans showing all streets and alleys that may be impacted by construction. All work zones, road closures, lane closures 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. Traffic control will be quantified and bid by the unit.

2.10 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.

2.11 Engineer shall create a detailed list of all potential utility conflicts caused by the project. City Project Manager shall schedule the Private Utility Coordination Meeting. Engineer 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. Engineer shall document the resolution of each utility conflict agreed upon by each utility company.

2.11.1 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 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Project drawing specific issues will be indicated as a General Note on the drawings. Material types and material specific items will be included as a detailed specification.

2.13 Prepare applicable permits with exhibits required for the City. Identify permits that will be required for the Contractor.

2.13.1 Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost.
2.13.2 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.

2.14 Prepare final Engineer’s Opinions of Probable Construction cost.

2.15 Provide three (3) copies of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinions 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 Engineer believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.

2.16 Address Final Design Services submittal staff comments as necessary.

2.17 Engineer shall deliver the following to the City Project Manager:

- Provide one (1) copy and a PDF format of the bid documents including complete plans and specifications.
- Provide complete plans on CD compatible with current AutoCAD Release.
  - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
- Provide complete specifications on CD in current version of Microsoft Word.
- Provide a unit price cost estimate on CD in current version of Microsoft Excel on the City of Rapid City “Engineer’s Estimate” form.
  - Provide Engineer’s Opinion of Probable Construction Costs as a component of this submittal.
- Print and distribute five (5) copies of 11”x17” plans to the City of Rapid City for use by construction services personnel.
- All submittals believed by the Engineer of Record to be final, shall contain a Certification Statement of Conformance with City Standards which shall read, “I (insert Engineer of Record’s name) Certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City’s adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured.” This statement shall appear on the title sheet of the drawings. The “Certification Statement of Conformance with City Specifications” shall be signed and dated by the Engineer of Record.

2.18 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.

2.19 Submit plans and specifications to the Department of Environment and Natural Resources for approval. The Consultant shall address any comments or corrections required.

2.20 Attend Public Works and Council meetings as necessary.

TASK 3 – BIDDING SERVICES:

3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.

3.2 Conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.

3.3 Issue addenda to the bid documents as required.

3.4 Engineer shall review Bidder’s Proposals and review and sign the City Engineering Services prepared Bid Tab and Award Summary.

3.5 Engineer will prepare “As-Constructed” plans and specifications. A hard copy of “As-Constructed” plans and specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Engineer will provide PDF’s and CAD files on a CD or DVD. The digital submittal must be compatible with current AutoCAD Civil 3D release and contain all files and data packaged in a format that will allow City personnel to seamlessly open “As-Constructed” drawings. Engineer will work with the City CAD technician, in person, to demonstrate the CAD file operation and compatibility with City CAD software. If Engineer is hired for Tasks 4 and 5, “As-Constructed” plans and specifications shall be provided thirty (30) days following project acceptance. However, if Engineer is not hired for Tasks 4 and 5, “As-Constructed” plans and specifications shall be provided thirty (30) days following Engineer’s receipt of City markups/redlines. Engineer 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 Engineer has billed 100% of the contract and the City has closed the contract.

3.5.1 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.

PROJECT TEAM, MEETINGS, AND SUBMITTALS

Project team members will include:

- Ferber Engineering Company, Inc.
  - American Engineering Testing, Inc. (Geotechnical Engineering)
Engineer will attend the following meetings:

- Kickoff Meeting, Task 1
- Private Utility Base Plan Verification Meeting, Task 1
- Project Design Report and Preliminary Plans and Specifications submittal review meeting, Task 1
- Property owner meetings (coordination, easement acquisition), Tasks 1 and 2
- Private Utility coordination meetings, Task 2
- Final Plans, Specifications and Contract Documents submittal review, Task 2
- Prebid Conference, Task 3

Engineer will make the following submittals:

- Kickoff Meeting Minutes
- Preliminary Design Services Submittal, Task 1
- Final Project Design Report, Task 2
- Final Design Services Submittal, Task 2
- Public meeting minutes, Task 2
- Property owner meeting minutes, Task 2
- Open house comments/concerns and Engineer’s recommendations for inclusion or exclusion, Task 2
- Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer’s Estimate of probable construction cost, Task 2
- Pre-bid conference meeting minutes, Task 3
- Bid Tab and Award Recommendation, Task 3

The Engineer will allow 15 working days for City review of the Project Design Report and Preliminary Design Services Submittal and the Final Design Services Submittal.

**SCHEDULE**

Draft Design Report Submittal – April 1, 2020
Draft Design Report Review Complete – April 20, 2020
Final Design Report Submittal – July 1, 2020
12th Street Reconstruction – West Main Street to Fulton Street
PROJECT NO. 19-2499 / CIP 50927

95% Plans and Specifications Submittal – November 3, 2020
95% Plans and Specifications Review Complete – December 1, 2020
Final Plans and Specifications Submittal – January 2021
Bid Opening – January 2021
Project 100% Constructed – November 2022
## EXHIBIT B

### 12TH STREET RECONSTRUCTION - WEST MAIN TO FULTON STREET PROJECT NO. 19-2499 / CIP 50927

<table>
<thead>
<tr>
<th>Task #</th>
<th>Description</th>
<th>Subtask Total</th>
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<tbody>
<tr>
<td>1.1</td>
<td>Kickoff Conference</td>
<td>$3,075.00</td>
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<tr>
<td>1.2</td>
<td>Gather/Review Background Information</td>
<td>$26,080.00</td>
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<td>1.3</td>
<td>Topographic and Boundary Survey</td>
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<td>1.4</td>
<td>Water Service Determination (Included in other tasks)</td>
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<td>1.5</td>
<td>Sanitary Sewer Service Determination</td>
<td>$14,560.00</td>
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<td>1.6</td>
<td>Neighborhood Questionnaire</td>
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<td>1.7</td>
<td>Landowner meetings (included in other tasks)</td>
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<td>1.8</td>
<td>Private Utility Base Plan Verification (included in other tasks)</td>
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<td>1.9</td>
<td>Geotechnical Investigation</td>
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<td>1.10</td>
<td>Preliminary Design</td>
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<td>1.11</td>
<td>Preliminary Project Design Report</td>
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<td>Preliminary Plans Preparation</td>
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<td>1.13</td>
<td>Preliminary Engineers Opinion of Probable Construction Cost</td>
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<td>1.14</td>
<td>ROW and Easement Needs Identification (included in other tasks)</td>
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<td>1.15</td>
<td>Nonconforming Water and Sewer Svc Determination (included in other tasks)</td>
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<td>1.16</td>
<td>Design Report and Plans Submittal (included in other tasks)</td>
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<td>1.17</td>
<td>Attend submittal review meeting with City Staff (included in other tasks)</td>
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**TASK 1 TOTAL**: $280,445.00

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<tr>
<td>2.1</td>
<td>Finalize Project Design Report</td>
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<td>2.2</td>
<td>Easement/ROW Exhibits and Landowner Meetings</td>
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<td>2.3</td>
<td>Provide Complete Plans and Specifications</td>
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<td>Determine Removal Limits (included in other tasks)</td>
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<td>Design Exception Preparation</td>
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<td>Incorporate Design Features per Design Rpt</td>
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<td>2.7</td>
<td>Incorporate ADA Compliance items</td>
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<td>2.8</td>
<td>Prepare Full Erosion and Sediment Control Plans</td>
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<td>2.9</td>
<td>Prepare Traffic Control and Phasing Plans</td>
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<td>Prepare Project Sequencing (included in other tasks)</td>
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<td>2.11</td>
<td>Private Utility Conflict Resolution (included in other tasks)</td>
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<td>2.12</td>
<td>Prepare Detailed Specifications</td>
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<td>2.13</td>
<td>Prepare Applicable Permit Applications (included in other tasks)</td>
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<td>2.14</td>
<td>Prepare Final Engineer's Opinion of Probable Construction Cost</td>
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<td>2.15</td>
<td>Final Design Services Submittal</td>
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<td>2.16</td>
<td>Address City Comments on Final Design Services Submittal</td>
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<td>2.17</td>
<td>DENR Submittal and Address Comments</td>
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<td>2.18</td>
<td>Public Open House</td>
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<td>2.19</td>
<td>Submit Plans to SDDENR for review</td>
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<td>2.20</td>
<td>Attend Public Works and Council Meetings as necessary</td>
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**TASK 2 TOTAL**: $88,050.00

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<tr>
<td>3.1</td>
<td>Assist City Project with Advertising Authority</td>
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<td>3.2</td>
<td>Arrange and Attend Pre-bid Conference</td>
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<td>3.3</td>
<td>Issue Addenda as Necessary</td>
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<td>3.4</td>
<td>Review Bidder's Proposal, Bid Tab and Award Summary</td>
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<td>3.5</td>
<td>Prepare &quot;As-constructed&quot; Plans</td>
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**TASK 3 TOTAL**: $11,070.00

**CONTRACT TOTAL FOR TASKS 1 - 3**: $379,565.00

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Although dollar values have been provided for each task, FEC shall retain the right to reallocate monies to other tasks, subject to the maximum limiting fee shown above.
**SCHEDULE OF CHARGES**

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<th>EMPLOYEE CLASSIFICATION</th>
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<tr>
<td>Principal Professional Engineer</td>
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<td>Principal Professional Engineer/Professional Land Surveyor</td>
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<td>GIS Professional/Professional Land Surveyor</td>
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<td>Mileage</td>
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**American Engineering Testing**

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<tbody>
<tr>
<td>Sr. Geotechnical Engineer</td>
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<tr>
<td>Geotechnical Engineer</td>
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<tr>
<td>Sr. Technician (observations and inspections)</td>
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<tr>
<td>Technician (concrete and density testing)</td>
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<tr>
<td>Drafter</td>
<td>$87.00</td>
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