

**Agreement Between City of Rapid City and Ferber Engineering Company, Inc. for  
Design and Bidding Professional Services for Flormann Street Water Main  
Replacement Project, Mt Rushmore Road to Apollo Circle,  
Project No. 19-2512 / CIP # 51235**

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 Flormann Street Water Main Replacement Project, Mt Rushmore Road to Apollo Circle, Project No. 19-2512 / CIP # 51235. 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 **\$82,620.00** 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 March 31, 2021 based on an award date of December 2, 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 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 may be provided. Claims-made coverage shall continue



through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of 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. The policy shall name the City and its representatives as an additional insured.

7.4.4 Professional liability insurance providing 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. If this policy provides for claims-made coverage, the claims-made coverage shall continue through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of three years after completion of the terms of this Agreement.

## **Section 8—Hold Harmless**

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





## **Section 9—Independent Business**

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

## **Section 10-Indemnification**

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

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

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

## **Section 12-Severability**

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

## **Section 13—Funds Appropriation**

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

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



**City of Rapid City:**

**Engineer:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
FERBER ENGINEERING COMPANY,  
INC.,

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

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

ATTEST:

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

**Reviewed By:**

\_\_\_\_\_  
MORGAN FALCONE, P.E., PROJECT MANAGER

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

CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE

NAME: Morgan Falcone, P.E.  
PHONE: 605-394-4154  
EMAIL: [Morgan.Falcone@rcgov.org](mailto:Morgan.Falcone@rcgov.org)

NAME: Dave Muck, P.E.  
PHONE: 605-343-3311  
EMAIL: [DaveMuck@ferberengineering.com](mailto:DaveMuck@ferberengineering.com)



**Flormann Street Water Main Replacement**  
**PROJECT NO. 19-2512 / CIP 51235**

---

**EXHIBIT A**

The City has determined the need to procure professional services including Preliminary Design Services, Final Design Services, and Bidding Services for the Flormann Street Water Main Replacement. Specific aspects of the project are as follows:

- Replacement of the failing 6-inch cast iron water main from Mt. Rushmore Road to 9<sup>th</sup> Street along Flormann Street.
- Replacement of the failing 6-inch cast iron water main in South Ridge Road from Flormann Street to end of cul-de-sac.
- Asphalt cement mill and overlay of South Ridge Road from Flormann Street to end of cul-de-sac.
- Replacement of the failing 6-inch cast iron, asbestos-cement and PVC water main along Flormann Street from Roosevelt Street through Apollo Court.
- Develop Kepps Reservoir concept alignment to serve residences on Palo Verde Drive and Saint Andrew Street above elevation 3450 ft-msl. In addition, develop a secondary Kepps connection to the Flormann Street area via Roosevelt Street or Hyland Drive.
- Develop nonconforming water service resolution documents for future projects along Flormann Street.

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 Review background information listed in the Request for Proposal (RFP) and any other resources, as necessary.
- 1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be in NAD 83 (2011) NAVD 88 South Dakota State Plane South Zone. The horizontal and vertical coordinates shall be established from the Rapid City Primary Control Network.
- 1.4 Coordinate with the geotechnical engineer to complete these services and provide a geotechnical report to be included in the Project Design Report and construction specifications.
- 1.5 Determine locations of existing water services.
  - A. Rapid City Utility Maintenance will provide locating services for all water mains.

**Flormann Street Water Main Replacement  
PROJECT NO. 19-2512 / CIP 51235**

---

- B. Rapid City Utility Billing and Service will operate curb stops to verify individual water connections. City will be responsible for repairing broken or inoperable curb stops.
  - C. Engineer will coordinate schedule with Rapid City Billing and Service and be responsible for notifying property owners of temporary water shutoffs and request for entry into structures to verify shutoffs.
  - D. Water service to structures will be verified by Engineer following closing of the curb stop.
  - E. Verification will at a minimum require operating an outside hose bib valve to ensure water is shutoff by the curb stop.
  - F. Water services will be located by Engineer's utility locating subcontractor using available tracer wire or by connecting to metallic water service components inside of each structures.
- 1.6 Develop conceptual water main layouts for future construction necessary to resolve nonconforming water services.
- 1.7 Meet with individual property owners regarding ROW and permanent and temporary easement needs and regarding specific project issues and components.
- 1.8 Private Utilities Base Plan Verification Meeting: The consultant shall send base plans to the private utilities requesting verification that their utilities are shown correctly per their records. A meeting with the private utilities shall be scheduled after submitting plans to verify that the utilities are shown correctly and to make plan revisions as needed.
- 1.9 Develop mill and overlay layout for South Ridge Road.
- 1.10 Work with City Staff to develop two conceptual alignments for a Kepps High Level system extension to Palo Verde Drive and Saint Andrew Street to serve properties above elevation 3450 ft-msl and looped back to Flormann Street along Roosevelt Avenue or Hyland Drive.
- A. Utilize City GIS Parcels, City aerial topography and most current City aerial photography to develop horizontal alignments, probable vertical alignments and probable permanent easement needs.
  - B. Work with Rapid City Fire Department to determine necessary fire flows for area to be served.
  - C. Develop concept level Engineer's Opinions of Probable Construction Cost.
  - D. Prepare Preliminary Design Report section outlining positives and negatives of each conceptual alignment and provide a recommended alignment. Necessary figures will be included in the report.
  - E. City Staff will complete water system hydraulic modeling, if necessary.
- 1.11 Preliminary Design Submittal:

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

A. *Preliminary Design Report:*

Submit three (3) copies and a PDF version of the Preliminary Design Report to City of Rapid City's project manager for review and comment. The design report shall contain, but not be limited to, the following items if the item is within the physical scope of work:

- Introduction
- Water System

**Flormann Street Water Main Replacement  
PROJECT NO. 19-2512 / CIP 51235**

---

- Necessary water main calculations (does not include modeling)
- Alternate installation discussion
- Non-conforming Water Service Resolution
- Kepps High-Level Service Extension
- Easement/ROW Needs
- Special Circumstances
- Design Exceptions
- Geotechnical Investigation
- Permitting
- Engineer's Opinion of Probable Construction Costs
- Supporting Appendices

*B. Preliminary Drawings:*

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

- Title
- Ownership
- Plan(s) and Profile(s)

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

**TASK 2 - FINAL DESIGN SERVICES:**

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

- 2.1 Address City comments from the Task 1 City review.
- 2.2 Incorporate design features, as necessary, to meet the requirements outlined in the Project Design Report.
- 2.3 Provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction to or directly impacted by construction).
- 2.4 Determine removal limits with approval of City of Rapid City representative.
- 2.5 Incorporate ADA compliance items.
- 2.6 Provide a complete stormwater pollution prevention narrative and plan including detailed erosion and sediment control measures and specifications.
- 2.7 Provide detailed traffic control plans showing all devices required for a MUTCD compliant plan.
- 2.8 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.
- 2.9 Create a detailed list of all potential utility conflicts caused by the project. Document the resolution of each utility conflict agreed upon by each utility company. City

**Flormann Street Water Main Replacement**  
**PROJECT NO. 19-2512 / CIP 51235**

---

- Project Manager shall schedule the Private Utility Coordination Meeting.
- 2.10 If desiring exceptions from City requirements or specifications, it is the Consultant's responsibility to request and secure exceptions. Exceptions granted by the City shall be tabulated in the plans.
  - 2.11 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary.
  - 2.12 Provide complete 22"x34" plans and specifications for a unit price construction contract. Plans shall be prepared in accordance with the latest City of Rapid City Drafting Standards.
  - 2.13 Staking information shall include station-offsets and required grades for all items of work requiring field staking.
  - 2.14 Facilitate permanent and/or temporary construction easement acquisition, obtain property owner contact information, prepare easement and ROW exhibits as necessary, acquire copies of current deeds of properties where easements are needed, and provide all information to the City. The City will prepare necessary legal documents and complete the easement acquisition.
  - 2.15 Provide two (2) copies and a PDF version of the finalized Project Design Report.
  - 2.16 Provide three (3) copies and a PDF version of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City's project manager for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.
  - 2.17 Address 100% submittal staff comments as necessary.
  - 2.18 All submittals (drawings and specifications) believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance with City Standards.
  - 2.19 Prepare permit applications with exhibits the City will need to execute for the project. Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost.
  - 2.20 Prepare final "Engineer's Estimate" of probable construction cost for the project. Provide in PDF and in Microsoft EXCEL format.
  - 2.21 Provide one 22"x34" (1) copy and a PDF version of bid documents including complete plans, specifications, and Engineer's Estimate of probable construction cost to the City's Project Manager for City distribution. Provide base data in AutoCAD drawing file format; provide specifications in Microsoft WORD format. Provide five (5) hardcopies of the plans in 11"x17" size for use by the City.
  - 2.22 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

**Flormann Street Water Main Replacement  
PROJECT NO. 19-2512 / CIP 51235**

---

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..

- 2.23 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval, and the Consultant shall address any comments or corrections required.
- 2.24 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 Attend Public Works Committee and Council Meetings, as required.
- 3.6 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.

**PROJECT TEAM, MEETINGS, AND SUBMITTALS**

Project team members will include:

- Ferber Engineering Company, Inc.
  - American Engineering Testing, Inc. (Geotechnical Engineering)
  - Jim's Locating Service
- City Engineering Services staff
  - Utility Maintenance Division (Service area and O&M related issues)
  - Water Division

Engineer will attend the following meetings:

- Kickoff Meeting. Task 1
- Private Utility Base Plan Verification Meeting. Task 1



**Flormann Street Water Main Replacement  
PROJECT NO. 19-2512 / CIP 51235**

---

- Preliminary Design Report and Preliminary Plans and Specifications submittal review meeting. Task 1
- Property owner meetings (coordination). Task 1
- Private Utility coordination meetings. Task 2
- Final Plans, Specifications and Contract Documents submittal review. Task 2
- Project Open House. Task 2
- Prebid Conference. Task 3

Submittals to be made by the Engineer include, but may not be limited to, the following:

- Kick-off meeting. Task 1 meeting minutes
- Preliminary Design Report and Preliminary Review Submittal. Task 1 including meeting minutes
- Final Project Design Report. Task 2 including meeting minutes.
- 100% complete plans, specifications, contract documents, and opinion of probable construction cost. Task 2 including meeting minutes
- Open house comments/concerns and consultant'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
- Prebid conference meeting minutes. Task 3
- Bid Tab and award recommendation. Task 3
- As-constructed drawings. Task 3

Meeting minutes will be provided to the City within five (5) working days of the meeting of interest. The consultant will allow 10 working days for City review of the Project Design Report and Preliminary Design Services Submittal and the Final Design Services Submittal.



**FLORMANN STREET WATER MAIN REPLACEMENT - CITY PROJECT NO. 19-2512 / CIP 51325**

**EXHIBIT B**

<b>Task #</b>	<b>Description</b>	<b>Subtask Total</b>
1.1	Kickoff Conference	\$490.00
1.2	Gather/Review Background Information	\$2,370.00
1.3	Topographic and Boundary Survey	\$10,370.00
1.4	Geotechnical Analysis	\$6,040.00
1.5	Determine locations of existing water services	\$1,290.00
1.6	Conceptual Water Main Layouts for Nonconforming Water Service	\$1,030.00
1.7	Meet with Landowners, as necessary	\$1,740.00
1.8	Private Utility Base Plan Verification	\$440.00
1.9	Develop Mill and Overlay for South Ridge Road	\$1,010.00
1.10	Develop Kepps High Level Extension Concepts	\$5,300.00
1.11	Preliminary Design Submittal	\$10,850.00
1.12	Submittal Review Meeting (includes all review meetings)	\$1,380.00
<b>TASK 1 TOTAL</b>		<b>\$42,310.00</b>
2.1	Address City Comments from Preliminary Submittal	\$680.00
2.2	Incorporate Design Features to Meet PDR requirements	\$1,020.00
2.3	Provide Project Layout with Addresses (included in other tasks)	\$0.00
2.4	Determine Removal Limits (included in other tasks)	\$0.00
2.5	Incorporate ADA Compliance items	\$840.00
2.6	Prepare Full Erosion and Sediment Control Plans	\$5,130.00
2.7	Prepare Traffic Control and Phasing Plans	\$2,820.00
2.8	Prepare Project Sequencing	\$1,020.00
2.9	Private Utility Conflict Resolution	\$2,780.00
2.10	Design/Specification Exception Requests (included in other tasks)	\$0.00
2.11	Prepare Detailed Specifications	\$580.00
2.12	Provide Complete Plans and Specifications	\$10,250.00
2.13	Provide Staking Information in Plans	\$680.00
2.14	Prepare Easement Exhibits and Provide Info to City	\$2,860.00
2.15	Provide Copies of Final Project Design Report	\$1,310.00
2.16	Provide Copies of Final Design Service	\$1,310.00
2.17	Address 100% City Staff Comments (included in other tasks)	\$0.00
2.18	Plans and Specification Certification (included in other tasks)	\$0.00
2.19	Prepare Permits Required for City to Obtain (included in other tasks)	\$0.00
2.20	Prepare FINAL Engineer's Opinion of Probable Construction Cost	\$800.00
2.21	Provide Copy of Bid Documents to City (included in other tasks)	\$0.00
2.22	Public Open House	\$1,690.00
2.23	Submit Plans and Specifications to SDDENR for Review	\$540.00
2.24	Attend PW and Council meetings, as required (included in other tasks)	\$0.00
<b>TASK 2 TOTAL</b>		<b>\$34,310.00</b>
3.1	Assist City Project Manager with Advertising Authority	\$290.00
3.2	Conduct Prebid Conference	\$690.00
3.3	Issue addenda as necessary	\$690.00
3.4	Review Bidder's Proposal	\$290.00
3.5	Attend PW and Council meetings as required	\$290.00
3.6	Prepare "As-constructed" Plans	\$3,750.00
<b>TASK 3 TOTAL</b>		<b>\$6,000.00</b>
<b>CONTRACT TOTAL FOR TASKS 1 - 3</b>		<b>\$82,620.00</b>



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.

**Flormann Street Water Main Replacement  
PROJECT NO. 19-2512 / CIP 51235**

---

**SCHEDULE OF CHARGES**

<b><u>EMPLOYEE CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal Professional Engineer	\$145.00
Principal Professional Engineer/Professional Land Surveyor	\$145.00
GIS Professional/Professional Land Surveyor	\$120.00
Professional Engineer IV	\$120.00
Professional Engineer III	\$100.00
Professional Engineer II	\$95.00
Professional Engineer I	\$90.00
Graduate Engineer III	\$85.00
Graduate Engineer II	\$80.00
Graduate Engineer I	\$70.00
Senior Technician	\$100.00
Technician III	\$85.00
Technician II	\$70.00
Technician I	\$60.00
Drafter II	\$85.00
Drafter I	\$65.00
Administrative	\$85.00
Clerical	\$55.00
Mileage	\$ 0.58
<b>American Engineering Testing</b>	
Sr. Geotechnical Engineer	\$160.00
Geotechnical Engineer	\$125.00
Sr. Technician (observations and inspections)	\$87.00
Technician (concrete and density testing)	\$73.00
Drafter	\$87.00
Jim's Locating Service	\$75.00
<b>LUMP SUM For Background Data Development</b>	<b>\$5,000.00</b>