May 17th, 2016

Re: Wastewater Utility System Master Plan Update/Model Recalibration
Project No. 14-2192 CIP 50819

Dear Design Consultant:

You are hereby invited to present proposals to provide Engineering services for the above listed project per the attached Request for Proposal.

If you are interested, please submit your proposal by 10:00 a.m. MST on Friday, June 3, 2016. The submitted proposals will be reviewed by Public Works staff, and a short list of firms will be selected to be interviewed. Interviews are tentatively scheduled for the week of July 11th, 2016.

There will be no meetings between consultants and City staff during the proposal stage of this project because the criteria used for the evaluation of the proposals does not include specific project approach. Short listed consultants will be allowed a scheduled amount of time for meetings with City project management, engineers, operations, and maintenance staff prior to interviews. These meetings are anticipated the week of June 20th, 2016.

If you have any questions, please call Stacey Titus or Michelle Lashley at 605-394-4154.

Sincerely,

CITY OF RAPID CITY

Dale Tech, PE/LS
City Engineer
Enclosures
Request for Proposal
REQUEST FOR PROPOSALS
For Engineering Services For
Wastewater Utility System Master Plan Update/Model Recalibration
PROJECT NO. 14-2192 CIP 50819

1. REQUEST FOR PROPOSAL (RFP):

The City of Rapid City (heretofo referred to as “City”) Public Works Department, Engineering Services Division, is requesting proposals to provide professional engineering services to update its’ Wastewater System Master Plan (Master Plan) and recalibrate and update its’ Wastewater System Hydraulic Model (Model). The recalibration and update will help the City provide for planned systematic growth of the City’s wastewater utility infrastructure. The City made a substantial investment in the development of the City of Rapid City, South Dakota Utility System Master Plan (composed of a written master plan and accompanying wastewater system collection model), and maintenance of this investment is critical in providing accurate and current wastewater information for design and long range planning.

The City’s current Utility System Master Plan was adopted in 2008. This plan projected the City’s utility requirements to the year 2030. This document contains the master plans for both water and wastewater. It is the City’s desire to break this document into a separate water master plan and wastewater master plan. The City has entered into a contract with Black & Veatch to provide an updated water master plan. This RFP will be for the proposed wastewater master planning document and is intended to further project the City’s needs for the next 100 years.

In conjunction with updating the Utility System Master Plan, the City proposes to update and recalibrate the wastewater model. The City realizes the integral relationship between the Master Plan and model. The updated Master Plan will provide the City and development community with an improved guide and tool that will allow for a holistic and cohesive approach to utility planning and design. The update and recalibration of the City’s wastewater collection system model will incorporate the collection system needs that have been realized since the original model was developed in 2008. The City recently completed a Facility Plan for the Water Reclamation Facility, which was formally acknowledged by the City Council. This master planning effort is not anticipated to include Water Reclamation Facility improvements.

As stated above, the City is under contract with Black and Veatch for the water model and water master plan update. The water model and master plan update is utilizing City Planning TAZ (traffic area zones) information consisting of population and employment projections for 2015, 2025, 2045, and 2115. It is anticipated the Wastewater Master Plan and modeling will utilize this same data.

One-on-one meetings will not be held after the RFP has been issued between consultants and City staff to discuss the RFP and proposed work. The proposal stage evaluation criteria does not include project approach and therefore meetings will not be entertained. After the proposal review and consultants have been short listed for interviews, a scheduled amount of time to meet with City project management, engineers, operations staff, and maintenance staff will be allowed. These meetings are anticipated the week of June 20th, 2016.
All questions and inquiries after the issuance of the RFP shall be made as described under Section 9 of the RFP in writing (e.g. email).

2. **PROJECT DESCRIPTION:**

The selected consultant will provide professional services related to the Wastewater Utility System Master Plan Update/Model Recalibration (Master Plan). City entities involved with this project include City Public Works Department, Engineering Services Division, Water Reclamation Division, Geographic Information System (GIS) Division, and the Community Planning and Development Services Department. The selected consultant is expected to work closely with the City almost as an extension of the City staff throughout the project.

The objective of this project is to update the Master Plan and recalibrate/update the collection system hydraulic model. The City envisions the project to consist of the following goals:

- GIS data base and hydraulic model update and recalibration.
- Hydraulic modeling analysis and improvements planning for growth of the wastewater utility infrastructure over a 100-year planning period, and determine 2015, 2025, 2045, and 2115 infrastructure needs.
- Asset assessment (excluding the Water Reclamation Facility).
- Global Positioning System (GPS) field survey for GIS feature definition.
- Definition of policies, processes, and procedures. City wastewater design criteria review, critique, and recommendations.
- Capital improvement plan and master plan report. Provide visual representations of proposed improvements to demonstrate smart growth expansion and existing system improvements as well as eventual replacement of the existing infrastructure assets. Provide the development community with an improved guide and tool for holistic and cohesive utility growth planning and design.
- Training and on-call continuing services.

The project goals are expounded upon below. Each goal may be further categorized into subject specialties desired by the City. These subject specialties are not necessarily all inclusive and the consultant may present other items that staff may not be aware of.

2.A. GIS Data and Hydraulic Model Update and Recalibration

*This goal is to insure the InfoSewer Model is current and accurate for use by the City to assist the development community, Public Works, Building Inspection and Planning.* Subject Specialties anticipated for this goal are:

- Documentation of variables, assumptions, and engineering criteria utilized within the model and GIS wastewater feature data set. The documentation shall be in a format that organizes the data in a simple, logical, and systematic manner. Documentation shall explain the rational for how assumptions were made, basis of the data, and how the data was derived and be easily retrievable and understood.
- Revise, optimize, document, train, and develop a Standard Operating Procedure for the GIS Gateway with respect to the wastewater model.
- Consideration for developing model extended period simulations for hydraulic operations, potential odor problem areas, and potential problems related to hydrogen sulfide generation.
- Recalibration methodology development.

2.B. Hydraulic Modeling Analysis and Improvements Planning

*This goal is to plan for the growth of the wastewater utility infrastructure over a 100-year planning period, and determine 2015, 2025, 2045, and 2115 infrastructure needs.*

- Utilize City TAZ information generated as part of the Water Utility System Master Plan.

2.C. Asset Assessment

*It is anticipated the consultant will perform a tabletop asset assessment of the City’s wastewater collection piping system. The purpose of the assessment is to:*

- Rank the criticality of sewer mains, manholes, waste water lift stations, odor control facilities, and siphons within the collection system.
- Assess the condition of wastewater infrastructure components.
- Establish a recommended replacement and rehabilitation schedule for wastewater infrastructure components.

The assessment should consider age of infrastructure, material, soil conditions, design life, maintenance, etc. The results of the asset assessment will be used to establish a Capital Improvement Plans (CIP) budget. It is anticipated that budgetary numbers will be used in a rate study under a separate City contract.

2.D. GPS Field Survey for GIS Feature Definition

*This goal is to incorporate new infrastructure into the City GIS system and standardize the information that is collected. Anticipated tasks include:*

- Review, revise and recommend changes and additions to the GIS sanitary sewer attribute list.
- Provide definitions of GIS sewer attribute fields.
- GPS survey and digital photos of manholes from previous master plan to present.
- Evaluate a process for incorporation of service lines into the GIS system.

2.E. Definition of policies, processes, and procedures. City wastewater design criteria review, critique, and recommendations

*The following items are anticipated to be completed as a part of this goal:*

- Collection system maintenance and operations review, including recommendations for improvements in maintenance scheduling, more efficient utilization of the City’s Cityworks software, and management of the relationship between GIS, Cityworks, and the City’s CCTV data.
- Recommendations for utilizing the City’s CCTV data and pipeline condition information for CIP planning.
- Review of IT hardware requirements for hydraulic modeling and GIS functions in Public Works and Utility Maintenance.

- Develop GIS and Model Maintenance Standard Operating Procedures (S.O.P.s) for City staff.

- Review, discuss, and provide recommendations to the City’s existing utility policies, ordinances, and wastewater design criteria as required in the Infrastructure Design Criteria Manual (IDCM). Review the existing criteria for odor control and corrosion protection of the collection system and develop new criteria if needed.

- Review City of Rapid City Standard Specifications and provide recommendations as negotiated.

- Develop wastewater system base map accessibility for Utility Maintenance.

- Review written policies proposed for the Water Master Plan and expound upon as needed for wastewater. These may include, but not be limited to:
  - How amendments and revisions to the Master Plan are submitted and incorporated into the Master Plan.
  - Develop and document current wastewater collection expansion philosophies and establish draft policies or resolutions.
  - Regarding submittal requirements by Consultants for proposed Developments and City projects. It is the intention of the City to evaluate and determine the size/capacity requirements for proposed infrastructure as it pertains to Developments and City projects. In order to accomplish this intention, ordinances or resolutions will need to be prepared to address how proposed layouts are submitted to the City for evaluation by City modelers. In addition, appropriate fees for these services should be developed and incorporated into the applicable ordinances and resolutions. The following items are anticipated:
    - Initial layout submittal requirements
    - Final submittal requirements
    - As constructed submittal requirements
    - Fee schedules for modeling services
    - Fee schedules for GIS data
    - Scenario management procedures and data storage
  - Incorporation of improvements into the City’s model and GIS data base after improvements are constructed.

2.F Capital improvement plan and master plan report

This goal includes the creation of a Capital Improvement Plan and Master Plan Report specific to wastewater infrastructure within the collection system.

- The Capital Improvement Plan will provide a description, basis, and justification for wastewater projects to ensure orderly and economical growth of the City’s wastewater collection system infrastructure. The descriptions of the wastewater projects will clearly identify needed projects and clearly explain why the project is needed to rate payers, council members, developers, and other stakeholders.

- Provide visual representations of proposed improvements to demonstrate smart growth expansion and existing system improvements as well as eventual replacement of the existing infrastructure assets.
- Provide the development community with an improved guide and tool for holistic and cohesive utility planning and design.
- Review and incorporate existing design reports and master planning documents as applicable.

2.G. Training and continuing services

*This goal will provide the City with the tools to maintain and build upon the wastewater model utilizing procedures and methodologies recommended by the consultant, more specifically described as follows:*

- City previously committed FTE’s for maintaining and providing modeling services. It is intended that through the model recalibration and modeling process that these FTE’s will be apprised and trained in the model structure, construction, scenario management, use of the model, GIS data base management, and develop an S.O.P. for work flow.
- The modeling and recalibration efforts may require consultant’s staff to perform the work on-site. By completing the work in this manner, City staff will be trained as the work progresses and staff will be cognizant of the modeling effort and process. The consultant may propose other methods for the modeling process; however, it is important for the City FTE’s to be fully involved in the modeling efforts and process as they occur.
- Provide on-call and as-needed services to the City following completion of the model for training, analysis, troubleshooting, etc. The City would anticipate a minimum 2 year retainer contract after the project has been completed.

3. **PROJECT JUSTIFICATION:**

Model calibration is a component of an ongoing maintenance program for the system. As part of the City’s prior Utility System Master Plan it was recommended that the City annually, or at a minimum every two (2) years, update and recalibrate the City’s wastewater collection model. A recalibration of the wastewater model has not occurred since its’ 2008 development. The City made a substantial investment in the development of the model and maintenance of the model is critical for its continued beneficial use for the City.

Periodic master plan updates are a critical component for the growth of the City’s wastewater collection system. There are components of the written master plan that should be updated or amended to reflect current philosophies and system improvements. It has become apparent that visual representations of proposed collection system improvements are needed to demonstrate expansion and existing system needs.

4. **BACKGROUND:**

The City’s wastewater collection system collects and conveys approximately 8-17 million gallons per day (mgd) of wastewater to the Water Reclamation Facility for treatment with maximum daily flows in excess of 20 mgd. The existing City wastewater collection system consists of the Water Reclamation Facility, 7 lift stations, odor control facilities, inverted siphons, more than 334 miles of gravity sewer main ranging in diameter from 6-inch to 48-inch diameter, over 7 miles of sanitary sewer force main, and 6763 manholes (as of 2015). The prior Utility System Master Plan identified 13 sub-basins within the City.

It is the objective of this Wastewater Collection Master Plan that the contents of all master planning reports will be reviewed and this Master Plan’s recommendation will clarify, summarize, and consolidate the previous report recommendations. It is the City’s intent that this Master Plan supersede all previous master planning reports.
Although not all-inclusive, the following are examples of the documents to be reviewed and possibly incorporated:

- “Summary Report Southeast Rapid City Infiltration/Inflow Study for City of Rapid City, SD” City of Rapid City Project No. MSC 97-018 by Cetec Engineering Services, Inc. (1997).
- “Infiltration – Inflow Study” by Alliance of Architects and Engineers (1994).

In addition to these general planning documents, 50-100 project specific design reports, and regional master planning documents will be provided as background information to be reviewed and possibly incorporated into the Master Plan.

5. DESIGN CRITERIA:

Design criteria for the project shall include the current edition of the following items:

- Rapid City Municipal Code,
- City of Rapid City Infrastructure Design Criteria Manual,
- City of Rapid City Supplemental Design Criteria
- City of Rapid City Standard Specifications, current edition,
- South Dakota Department of Environmental Resources Standards,
- Handbook of PVC Pipe Design, UniBell, latest ed.;
- City of Rapid City adopted Building Codes.

6. SCOPE OF SERVICES SUMMARY:

The RFP has identified the general goals that the City desires to include. A detailed scope of services will be developed by the selected Consultant during contract negotiations. Consultant selection will be based on the consultant’s ability to perform and complete these project goals. The City, at its sole discretion, may or may not contract for all project goals and reserves the right to negotiate services based on what is in the best interest of the City.
7. **CONSULTANT SCHEDULE:**

<table>
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<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Proposals Due</td>
<td>June 3, 2016</td>
</tr>
<tr>
<td>Site Visits (Tentative)</td>
<td>Week of June 20, 2016</td>
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<tr>
<td>Interviews (Tentative)</td>
<td>Week of July 11, 2016</td>
</tr>
<tr>
<td>Council Contract Approval</td>
<td>November 7, 2016</td>
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<tr>
<td>Other Submittals</td>
<td>To be determined</td>
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The above schedule for the services described herein will be formalized during the project contract negotiations. In general, the negotiated project schedules shall comply with the intent of the generalized schedule presented above. The consultant, with input from the project management team, will prepare a detailed schedule for completion of each task of the project. The schedule will include milestone dates for completion of the individual tasks identified in the project contract negotiations. The schedule will be integrated into and become part of the project contracts.

It is expected for this project that the Consultant shall develop a proposed schedule using Gantt chart or Microsoft Project®, or equivalent software illustrating milestone submittal dates along with major tasks in enough detail for ease of project tracking. This scheduled shall be shared with the City electronically as well as via paper copy. The schedule shall contain sufficient detail to allow tracking of the progress of the work. The schedule and all updates shall be submitted to the City. Keeping the project on schedule is a priority for the City and shall be a priority and goal for the Engineer throughout the completion of the project. Delays in completion of the work shall be promptly communicated to the City PM and remedies shall be presented to address the delays.

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

The City intends to enter into a professional services contract for the negotiated scope of work. The contract will be based on a time and materials fee and itemized task schedule with a maximum not-to-exceed amount(s). Tasks maybe combined into a single fee with a maximum not-to-exceed amount or each task may have its own separate fee with a maximum not-to-exceed amount. Keeping the project on budget is a priority for the City and shall be a priority and goal for the Engineer throughout the project. Budget concerns during design shall be promptly communicated to the City. The Consultant shall submit to the project manager with the schedule and with monthly invoices, a graph of percent complete and budget expended for each goal/phase of the project as well as the total project.

The City will issue a “Notice to Proceed” to the Consultant to begin contract services as negotiated. The City reserves the right to administer and issue “Notices to Proceed” in a manner that is in the best interest of the City.
9. **GENERAL CONDITIONS FOR PROPOSALS:**

A. This project has two managers as follows:

   Stacey Titus, P.E., Project Manager  
   Michelle Lashley, P.E., Project Manager

   Please direct all inquiries to:

   Michelle Lashley, P.E., Project Manager  
   Engineering Services Division  
   300 Sixth Street  
   Rapid City, SD 57701  
   (605) 394-4154  
   (605) 355-3083 (fax)  
   E-mail: michelle.lashley@rcgov.org

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

B. **Contractual Responsibility:**

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

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

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

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

D. **Rejection Rights:**

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

E. **General Expertise Required:**

The services envisioned within this RFP include all disciplines necessary for the proper execution of the project desired.

F. **Contract Amendment:**
The City of Rapid City retains the right to amend both the RFP and the contract with the successful interviewee to include other possible areas of concern with this project.

G. **City Standard Contract:**

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

10. **PROPOSAL SUBMISSION:**

Please submit eight (8) hard copies and an electronic pdf of your proposal no later than **10:00 AM MST, Friday, June 3, 2016** to the following address:

Public Works Department  
Attn: Michelle Lashley  
City of Rapid City  
300 6th St.  
Rapid City, SD  57701

A duly authorized official of the proposer must sign proposals. Proposals should address the firm’s technical, management, and inspection capabilities for design, bidding, and construction services. Any background information, experience, and descriptive examples of the proposer’s work should be submitted with the proposal.

One on one meetings will not be held after the RFP has been issued between consultants and City staff to discuss the RFP and proposed work. The proposal stage evaluation criteria does not include project approach and therefore meetings will not be entertained. After the proposal review and consultants have been short listed for interviews, a scheduled amount of time to meet with City project management, engineers, operations staff, and maintenance staff will be allowed. These meetings are anticipated the week of June 20th, 2016.

All Questions and Inquiries after the issuance of the RFP shall be made as described under Section 9 of the RFP in writing (e.g. email).

11. **COST OF DEVELOPING PROPOSALS:**

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

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

The Consultant is encouraged to review Attachment Two which contains the “Proposal Evaluation Form” and the “Interview Evaluation Form”. **The City’s standard evaluation criteria, for this project has been revised.**

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

In general the intent of the Interview is to allow the Consultant to present project specific issues, their past performance, and their firm’s capabilities for the project. The Consultants should familiarize themselves with the five criteria items that are scored using the Interview Evaluation Form (Attachment Two). It is up to the Consultant as to how best to present their firm’s qualifications.

**As part of I4: “The Firm’s Project Team and Task Assignment Summary”, the consultant shall provide a listing of the project team members assigned to each of the seven goals identified in Section 2 of the RFP. The Consultant shall further break down these goals in as much detail as is necessary for the evaluator to understand which individuals are responsible for goal items.** The firm shall also provide a listing of the proposed billing rates for each team member proposed to be working on the project. **As part of the Interview Evaluation the Consultant shall not prepare an estimate of task/fee hours or an estimated total fee.** The above requested information shall be provided (hard copies) to the selection committee members during the interview.

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

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

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

**13. CITY OF RAPID CITY NONDISCRIMINATION POLICY STATEMENT:**

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the rehabilitation act of 1973, the age discrimination act of 1975, the Americans with disabilities act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City

City of Rapid City  
300 6th St.  
Rapid City, SD 57701

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

If you have any concerns regarding the provisions of services or employment on the basis of disability/handicap you may contact our ADA/Section 504 coordinator at telephone no. (605) 394-4136.

**14. SOFTWARE REQUIREMENTS**

The City currently uses the following software packages for wastewater mapping, modeling, and management:
InfoSewer Suite (V7.6) by Innovyze (8000 link license).

ArcGIS version 10.3.1 by ESRI

Cityworks 2014 AMS by Azteca Systems Inc.
Professional services consist of seven goals. The RFP has identified seven goals and objectives that the City desires to include. A detailed scope of services will be developed by the Consultant during contract negotiations.

WASTEWATER MASTER PLAN:

GOAL 1 GIS Data and Hydraulic Model Update and Recalibration
GOAL 2 Hydraulic Modeling Analysis and Improvements Planning
GOAL 3 Asset Assessment
GOAL 4 GPS Field Survey for GIS Feature Definition
GOAL 5 Definition of policies, processes, and procedures
GOAL 6 Capital improvement plan and master plan report
GOAL 7 Training and continuing services

PROJECT TEAM:

- City of Rapid City
- Community Planning and Development Services
- Public Works
  - City Engineering
  - Water Reclamation Division
  - Utility Maintenance Group
- Consultant
  - Subconsultants
- Others
ATTACHMENT TWO
Consultant Evaluation Forms

(Forms have been modified with items removed and added to tailor to this project).
### PROPOSAL EVALUATION FORM (25 Total Points Possible)

**Project Name:** Wastewater Utility System Master Plan Update/Model Recalibration  
**Firm Name:** _______________________________  
**Interviewer:** _______________________________  
**Date:** _______________________________

#### PROPOSAL EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>P1: Firm’s Project Team - 25% of total</th>
<th>Scoring (Circle One)</th>
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<tbody>
<tr>
<td><strong>A.</strong> Size of the contract as compared to the size or ability of the firm and its’ associate firms and consultants as one team to handle the project;</td>
<td>1 2 3 4 5 6 7 8 9 10</td>
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<tr>
<td><strong>B.</strong> The education, experience, and qualifications of the personnel within the submitting firm; and by attachment that of its’ associate firm(s), if any. These are the Key Designers, Construction Inspectors, and Sub-consultants. Should include professional registrations, education, certifications, and other pertinent qualifications of the indicated individuals;</td>
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<tr>
<td><strong>C.</strong> Name, experience and past performance of person(s) to be assigned as project manager(s) and will have direct contact with City staff. These typically are the Design Project Manager and Construction Administration Project Manager. These are in addition to those indicated in item B. above;</td>
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<tr>
<td><strong>D.</strong> Names of firm’s key staff to be assigned to project with description of each person’s experience and how it relates to this project’s specific requirements;</td>
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<tr>
<td><strong>E.</strong> Ability to expand the firm’s capabilities by working with other consultants or branch offices (if required).</td>
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<tr>
<th>P2: Firm’s Experience with Similar Projects and Other Relevant Agencies within the Past 5 Years – 20% of total</th>
<th>Scoring (Circle One)</th>
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<tr>
<td><strong>A.</strong> A summary of similar work that has been done in-house over the past five years; as it pertains to municipal engineering, operations, maintenance, replacement, planning, master planning, modeling, design surveying, construction tracking, construction administration, GIS, finance, economics, and other;</td>
<td>1 2 3 4 5 6 7 8 9 10</td>
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<td><strong>B.</strong> Prior experience with other relevant agencies for the past five years such as other municipalities, South Dakota DOT, South Dakota DENR, and others.</td>
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<tr>
<th>P3: Firm’s Experience and Familiarity with Rapid City Design Criteria and Standards – 20% of total</th>
<th>Scoring (Circle One)</th>
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<tr>
<td><strong>A.</strong> Firm’s staff’s direct experience (in-house capability) with this type of project</td>
<td>1 2 3 4 5 6 7 8 9 10</td>
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<td><strong>B.</strong> Firm’s familiarity with City design criteria and standards.</td>
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<td><strong>C.</strong> Other information to consider would be the firm’s experience, knowledge, and understanding of City bidding and contracting methodology and City construction administration processes and the firm’s experience with other City Departments and Divisions.</td>
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1 = Fails to meet the expectations of the reviewer in this category  
10 = Fully meets the expectation of the reviewer in this category
### P4: Firm's Management Procedures – 20% of total

The evaluator should consider the following information when scoring this category:

- **A.** Firm’s organizational structure must be clearly defined with personnel qualifications and where actual work will be done;
- **B.** A statement regarding whether any litigation is pending or underway regarding activities of the firm or its principals within the last five years and the circumstances of the litigation;
- **C.** A current certificate of insurance, including errors and omissions, executed by the insurance carrier’s authorized agent;
- **D.** Firm’s Management Procedures; Past performance meeting budgets & schedules, including methodology and procedures used to accomplish this objective. Successful QA/QC processes, and accuracy of construction cost estimates. The firm’s history in meeting project design budgets, construction budgets, and schedules. The firm’s ability to provide accurate construction cost estimates throughout the design process (preliminary submittal through bid opening). The firm’s QA/QC methodology and procedures including personnel responsible for QA/QC. The firm’s methodology, procedures and ability to meet project schedules.

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### P5: Office Location – 10% of total

The evaluator should consider the following information when scoring this category:

Indicate the office location of the project manager, key designers, sub-consultants, and other key staff construction staff for the project?

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### P6: Quality of Proposal – 5% of total

The evaluator should consider the following information when scoring this category.

Proposal should be clear, concise, well written, well organized, utilize correct spelling, proper grammar, exemplify the characteristics of a professional document, and address the “Proposal Evaluation Criteria”.

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1 = Fails to meet the expectations of the reviewer in this category  
10 = Fully meets the expectation of the reviewer in this category
# INTERVIEW EVALUATION FORM (75 Total Points Possible)

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Interviewer:</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>Date:</th>
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## INTERVIEW EVALUATION CRITERIA

<table>
<thead>
<tr>
<th><strong>I1:</strong> Project Approach and Demonstration of Project Understanding and Issues – 45% of total</th>
</tr>
</thead>
<tbody>
<tr>
<td>The evaluator should consider the following information when scoring this category:</td>
</tr>
<tr>
<td>A. Familiarization and understanding of the project and project issues including potential alternatives;</td>
</tr>
<tr>
<td>B. Approach toward project design and construction administration;</td>
</tr>
<tr>
<td>C. Experience with key project elements;</td>
</tr>
<tr>
<td>D. Project components including constructability, project phasing and sequencing;</td>
</tr>
<tr>
<td>E. Innovative design and construction administration techniques and methods;</td>
</tr>
<tr>
<td>F. Approach toward public involvement as it pertains to easement/ROW negotiations, public meetings, and dealing with individuals. Approach toward dealing with other governmental entities and City Departments &amp; Divisions;</td>
</tr>
<tr>
<td>G. Understanding of the project schedule and critical milestones;</td>
</tr>
<tr>
<td>H. Identification or recognition of potential project pitfalls and challenges;</td>
</tr>
<tr>
<td>I. Approach toward master planning, modeling, assets evaluation and training.</td>
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<tr>
<th>Scoring (Circle One)</th>
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<td>1 2 3 4 5 6 7 8 9 10</td>
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<tr>
<th><strong>I2:</strong> Past Design and Construction Administration-Performance – 20% of total</th>
</tr>
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<tbody>
<tr>
<td>The evaluator should consider the following information when scoring this category:</td>
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<tr>
<td>If the firm’s prior assignments with the City are limited than the firm’s prior assignments with other municipalities’ and agencies shall be considered.</td>
</tr>
<tr>
<td>A. Design - has the firm’s prior work products demonstrated the following:</td>
</tr>
<tr>
<td>a. Ability to meet design-budgets;</td>
</tr>
<tr>
<td>b. Ability to meet design timelines/milestones/completion dates;</td>
</tr>
<tr>
<td>c. Ability to produce complete and understandable submittal documents;</td>
</tr>
<tr>
<td>d. Ability to stay within scope;</td>
</tr>
<tr>
<td>e. Ability to obtain easements and ROW;</td>
</tr>
<tr>
<td>f. Ability to produce accurate construction cost estimates;</td>
</tr>
<tr>
<td>g. Effectiveness in working with the public;</td>
</tr>
<tr>
<td>h. Past work products (reports, planning documents, maps, drawings and specifications) have limited review comments and red lines;</td>
</tr>
<tr>
<td>i. Adhered to City design criteria and standards and produced documents that are legible and organized.</td>
</tr>
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</table>

| B. Construction - has the firm’s prior work products demonstrated the following: |
| a. Past work products (drawings and specifications) have limited unnecessary construction change orders; |
| b. Effectiveness in working with the public; |
| c. Ability to produce accurate and timely contractor pay applications; |
| d. Ability to effectively coordinating with the contractor; |
| e. Ability to verify contract obligations (Final inspection compliance with drawings and specifications); |
| f. Ability to successfully coordinate and verify startups for electrical and mechanical types of facilities; |
| g. Ability to produce complete and understandable drawings and specifications; |
| h. Ability to verify that shop drawings, product literature, and submittals comply with City specifications, drawings, and supplemental provisions; |
| i. Ability to produce accurate, detailed, quality construction deliverables (construction diaries, quantity books, and construction documentation including photos, as-built drawings, etc); |
| j. Ability to produce drawings and specifications that minimize field orders; |
| k. Ability to produce drawings and specifications that minimize Contractor questions and uncertainties; |
| l. Ability to mitigate construction problems from escalating; |
| m. Ability to effectively keep the City’s PM apprised of construction issues and potential project cost savings and increases. |

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1 = Fails to meet the expectations of the reviewer in this category
2 = Partially meets the expectation of the reviewer in this category
3 = Fully meets the expectation of the reviewer in this category
### I3: Past Performance of Quality Control and Quality Assurance (QA/QC) – 15% of total

The evaluator should consider the following information when scoring this category:

- A. Completeness of submittals, drawings and specifications;
- B. Minimizing the number and frequency of design errors;
- C. Project Constructability - Successfully addressed project constructability, sequencing, and phasing;
- D. Clarity - the contractor easily understands the intent of the project and what is being conveyed in the drawings and specifications;
- E. Expectations - the project meets the owner’s objectives and intent for the project;
- F. Quality - past deliverables are of high quality (adherence to City design criteria and standards as well as general document legibility and organization).

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### I4: The Firm’s Project Team and Task Assignment Summary – 15% of total

The evaluator should consider the following information when scoring this category:

- A. If a consortium of individuals or firms, amount and type of work to be done in respective offices and how quality and schedule of work will be controlled by assigned project manager(s);
- B. Name, experience and past performance of person(s) to be assigned as project manager(s) and to have direct contact with City staff (Design and Construction);
- C. Names of firm’s staff to be assigned to the seven project goals project tasks with description of each person’s experience and how it relates to this project’s specific requirements. The firm shall indicate the project team members assigned to each of the seven goals task identified in the RFP draft scope of services.

The firm shall provide the proposed billing rates for each team member proposed to be working on the project for design and construction services.

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### I5: Quality of Interview – 5% of total

The evaluator should consider the following information when scoring this category.

The firm’s interview should be articulate, clear, concise, and organized. The firm should communicate project issues, ideas, alternatives, and address the "Interview Evaluation Criteria."

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ATTACHMENT THREE

Agreement Between City of Rapid City and ___________________________
for Design and Bidding Professional Services for ______________________, Project No. __________ / CIP No. __________

AGREEMENT made (First Day after City Council Meeting), 2016, between the City of Rapid City, SD (City) and ______________________, (Engineer), located at ______________________. City intends to obtain services for design and bidding, Project No. __________, CIP No. __________. The scope of services is as described in Exhibits A and B.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in Exhibits A and B, 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.

1.2 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 Exhibits A and B.)

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, contaminlants, 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
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 rate schedule. (See Exhibit C.)

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

5.3 Progress Payments
Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the
Engineer based on work completed during the month at the rates established in Section 5.1 and approved by
the City.
Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

Section 6—Completion of Services
The Engineer shall complete services on or before ______________ based on an award date of ______________.

Section 7—Insurance Requirements
7.1 Insurance Required
The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

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

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

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

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

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

7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than $1,000,000 each occurrence and not less than $1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.
Section 8—Hold Harmless
The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys’ fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

Section 9—Independent Business
The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

Section 10—Indemnification
If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer’s negligence.

Section 11—Controlling Law and Venue
This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 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: 

, PROJECT MANAGER 

DATE: 

CITY’S DESIGNATED PROJECT REPRESENTATIVE 

NAME 

PHONE 

EMAIL 

ENGINEERING FIRM’S DESIGNATED PROJECT REPRESENTATIVE 

NAME 

PHONE 

EMAIL