AGREEMENT made March 15, 2021, between the City of Rapid City, SD (City) and FMG Engineering, Inc., (Engineer), located at 3700 Sturgis Road Rapid City, SD 57702. City intends to obtain services for the design of Phase 2 of the berm for Landfill Cell #18 and debris fencing plan modification at the Solid Waste Facility. The Engineer will also provide construction administration services, Project No. 21-2641 CIP No. 51202.1. The scope of services is as described within this document and as further described in Exhibits A, B and C (attached).

The City and the Engineer agree as follows:

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

Section 1—Basic Services of Engineer

1.1 General

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

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

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

1.2 **Scope of Work**

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

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

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

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

Section 2—Information Provided by City

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

Section 3—Notice to Proceed

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

Section 4—Mutual Covenants

4.1 **General**

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

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

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

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

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

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

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

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

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

4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days’ written notice to the Engineer and (b) by the Engineer for cause upon seven days’ written notice to the City. If the City terminates the agreement without cause, the Engineer will be
paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer’s action.

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

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

4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City’s failure to provide specified facilities or information or for delays caused by other parties, excluding subcontractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.

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

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

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

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

4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or 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 $95,675.50 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

5.3 Progress Payments

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

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

Section 6—Completion of Services

The Engineer shall complete services on or before December 31, 2021 based on the construction award date of July 6, 2021.

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, 7th Judicial Circuit, Pennington County.

Section 12—Severability

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

Section 13—Funds Appropriation

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

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

City of Rapid City:  

Steve Allender, MAYOR

DATE: ____________________________

Engineer:  

Jason Hinds, P.E.,  
FMG Engineering, Inc

DATE: 2/24/21
ATTEST:

Pauline, Sumption, FINANCE DIRECTOR

Reviewed By:

Eduardo M. Lopez, P.E., PROJECT MANAGER

DATE: 2/24/2021

CITY'S DESIGNATED PROJECT REPRESENTATIVE
NAME: Eduardo Lopez, P.E.
PHONE: 605-394-4154
EMAIL: ed.lopez@rcgov.org

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE
NAME: Jason Hinds, P.E.
PHONE: 605-342-4105
EMAIL: jhinds@fmgengineering.com
EXHIBIT A
SCOPE OF SERVICES
RC Landfill Cell #18 Debris Fencing & Phase 2 Berm
Project No. 21-2641 / CIP 51202.1

Preliminary Design Services for the construction of Phase 2 of an earthen perimeter berm (Berm) at the existing municipal solid waste (MSW) Cell 18 have been completed under the City of Rapid City (City) contract 16-2371 Amendment No. 2. The City has determined the need to procure professional engineering services for Final Design Services, Bidding Services, and Construction Period Services for the construction of the berm.

Final Design for litter control netting was also previously completed under City contract 18-2448. The litter control netting was designed to border Cell 18 along the perimeter of the cell. The litter control netting design needs to be revised to be located atop the new Berm.

It is anticipated that the Final Design and Bidding Phase of the project will include the following:

- Final Berm design which will incorporate current permit requirements and South Dakota Department of Environment and Natural Resources (DENR) standards.
- Assist the City in the preparation of a grant application for obtaining a DENR Solid Waste grant for a portion of the design and construction costs of the project.
- Analysis of current fill grades and relationship to final permitted contours.
- Limited on-site geotechnical investigations for borrow sources and laboratory testing of materials.
- Evaluation and re-design of the litter control netting system for Cell 18, due to the increase in height of the proposed Berm. The debris fence will now be placed atop the proposed Berm and revisions to the drawings will be necessary. Design considerations for removal and re-setting of the litter control netting to atop future berms will be evaluated.
- Establishing existing and future maintenance access roads to be used by Landfill Operations personnel including improvements as necessary to address traffic movements and drainage.
- Construction phasing required to keep the Landfill operating efficiently, protecting the public safety, and maintain Landfill Operations within permit requirements.
- Drainage improvements to reduce roadway erosion issues.
- Site stabilization and revegetation design.
- Development of a Construction Quality Assurance (CQA) program and specifications in accordance with DENR standards.

The Construction Phase will include:

- Basic and Expanded Construction Services for construction administration, observation, and construction testing activities.
• Construction quality assurance testing and observation to ensure compliance with the approved CQA plan.

• A Final CQA Report shall be produced to document compliance with the approved plan.

The level of effort and specific tasks for each phase of work is described in greater detail in the following sections.

**TASK 1 - PRELIMINARY DESIGN SERVICES:**

Work for this task was previously completed under the City of Rapid City (City) contract 16-2371 Amendment No. 2:

**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.

2.01 Limited On-Site Geotechnical Investigation: A limited on-site geotechnical investigation shall be performed to identify borrow sources and conduct laboratory testing on materials for engineering properties. This task assumes a limited report of findings will be produced but will not include a full geotechnical evaluation. Geotechnical evaluation of the specific borrow soils is requirement of DENR regulations and the development of the CQA plan. This task includes excavation equipment rental fees to be paid by the consultant and billed to the City as reimbursable expenses under Item 2.27.

2.02 Limited site surveys: It is assumed that minimal topographic field survey may be required to supplement existing data.

2.03 Address City comments from the Task 1 City review(s) and finalize Conceptual Design Memorandum (submitted under previous contract). The Conceptual Design Report should now be titled “Technical Design Memorandum.” The consultant shall provide two (2) copies and a PDF version of the finalized Technical Design Memorandum.

2.04 Litter control netting design: Revise litter control netting final plans to locate the new netting on the proposed berm. It is anticipated that the litter control netting be incorporated into the plan set and both the berm construction and litter control netting construction be bid as one project.

2.05 Provide coordination layout to include location of borrow area(s) for clay material, haul roads for the contractor, haul roads and access roads for Landfill operations and customers, and location of contractor work with relation to daily operations and traffic patterns.

2.06 Incorporate design features into the drawings and specifications as necessary to meet the requirements outlined in the Technical Design Memorandum.

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

2.08 Provide detailed traffic control plans showing all devices required for a Manual on Uniform Traffic Control Devices (MUTCD) compliant plan. Show all roads and routes that may be impacted by this project. Show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plans. A detailed layout will be included for each phase of multi-phased projects. The traffic control sequence of implementation and phasing schedule shall coincide with erosion and sediment control sequence of implementation and phasing schedule.

2.09 Provide a project sequence of implementation and phasing schedule which shall include such items as traffic control, erosion and sediment control, restoration, and construction milestones.

2.10 Obtain Design or Specification Exceptions: Exceptions to the Standard Specifications shall be documented on the General Notes sheet of the Construction Plans and include the following:

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

2.11 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. It is anticipated that detailed specifications will be indicated as General Notes on the project plans.

2.12 Provide QA/QC Plan per Administrative Rules of South Dakota (ARSD) 74:27:12:22 requirements. ARSD 74:27:12:22 requires that a construction quality assurance plan be developed and approved prior to commencing construction.

2.13 Provide complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards. Plan documents shall adhere to current City guidelines.

The following plans sheets are anticipated:

- Cover Sheet
- General Note Sheets
- Survey Control Sheet
- Grading Sheet
- Overall Project Layout Sheet including Property Lines and Land Ownership
- Profile Sheet
- Cross Sections
- Debris Fence Details
- Erosion Control Plans
- Erosion Control Details
- SWPPP Narrative

Plans are to be prepared using City of Rapid City drafting standards. Drawing scales shall be 1” = 20’ H and 1” = 5’ V for plan and profile sheets. Alternate scales may be used for overall sheets and cross sections.
Staking information shall include either of the following formats:
• Station offsets for all items of work requiring field staking. In tabular form on a plan sheet (schedule).
• Coordinates and description of inter-visible control points.
• Coordinates of all items of work requiring field staking.

2.14 Plans shall provide staking information including station offsets and required grades for all items of work requiring field staking. Machine control files shall also be created to provide contractor grading information.

2.15 Provide two (2) copies and a PDF version of the finalized Technical Design Memorandum to the City for review and two (2) copies to DENR for review.

2.16 Provide three (3) copies and a PDF version of the Final Design Services submittal to the City for review and two (2) copies to DENR for review. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the 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 and ready for bid.

2.17 Prepare any and all permits with exhibits the City will need to execute for the project. Copies of the permit application/forms will be provided in the contract documents, appendices, or a specification section.

2.18 Identify permits that will be required for the Contractor: Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost. Typically, all permit costs are the Contractor’s obligation. Copies of the permit application/forms will be provided in the contract documents, appendices, or a specification section.

2.19 City Meetings during Final Design
The Consultant shall schedule and participate in the following meetings with City staff. The Consultant shall prepare an agenda, take minutes, and distribute minutes. This task assumes all meetings can be held locally or over teleconference.

• Final Review Plans and Specifications Review Meeting (100% Design and bidders proposal complete).
• Bi-weekly progress meetings with City Project Manager (PM). To estimate level of effort, a total of six (6) meetings will be assumed.

2.20 Address Final Review comments by City of Rapid City and DENR.

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

2.22 Provide Final Plans and Specifications.
All submittals (drawings and specifications) believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance with City Standards which shall read, “I (insert Engineer of Record’s name) certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City’s adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents or a
properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured”. This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The “Certification Statement of Conformance with City Specifications” shall be signed and dated by the Engineer of Record.

Deliver the following:

- Provide one (1) copy and a PDF version of bid documents including complete plans, specifications, and Engineer’s Estimate of probable construction cost to the City’s PM for City distribution.
- Provide complete plans electronically with AutoCAD Release 2011 or newer format.
- Provide all topographic, control, and design points in the .dwg file and in tabular format, both on a USB thumb drive and on hard copy printout.
- Provide complete specifications and contract documents on a USB thumb drive in Microsoft Word XP or previous versions.
- Provide a unit price cost estimate on a USB thumb drive in Microsoft Excel XP or previous version on the City of Rapid City “Engineer’s Estimate” form.
- Provide Engineer’s Estimate of probable construction costs as a component of this submittal.
- Provide all final design documents in PDF format on a USB thumb drive.

2.23 DENR Solid Waste review: The consultant shall submit copies of the regulatory review level drawings to SD DENR for review and project approval as required by the current Solid Waste Permit.

2.24 DENR Solid Waste grant application: The consultant shall assist the City in completing a grant application for obtaining a DENR Solid Waste grant for a portion of the design and construction costs of the project. The consultant shall assist in identifying eligible grant costs that were approved in 2448 for draw requests for reimbursement.

2.25 DENR meeting in Pierre, SD. It is anticipated that one (1) meeting will be conducted at the DENR offices in Pierre, SD. If unused, monies from this task shall not be reallocated to other tasks without prior approval from City PM.

2.26 Erosion control improvements. Various sites near the project area require erosion and sediment control improvements. This task shall include design of erosion control and soil stabilization and incorporation into project plans as necessary.

2.27 Reimbursables: This line item includes expenses related to travel. This item does not include hourly labor. The estimate for this task assumes several trips to the site and includes additional printing and shipping costs. The estimate for this item is on a not-to-exceed basis. This task assumes all site meetings will be conducted in Rapid City and no extensive travel will be required. With the exception of Task 2.25 for DENR meeting in Pierre, SD.

TASK 3 – BIDDING SERVICES:

This task consists of all services necessary for the administration of the Bidding Services of the project and may include the following itemized services:

3.01 Cell 18 Berm and Litter Control Netting bidding services.
A. Submit sufficient information to the City Project Manager for completion of City Advertising Authority form.

B. Consultant shall proof drawing and specification print quality before full production of copies are made.

C. Submit drawings and specifications to DENR for approval if not addressed in 2.24, Submittal made under City letterhead.

D. Arrange and conduct a Pre-bid Conference, record attendance, and distribute minutes. Distribute minute copies to the City.

E. Prepare and issue any addendums to the bid documents as required.

F. Attend Public Works and City Council meetings as required.

G. Review Bidder’s Proposals, review and sign the City Engineering Services prepared Bid Tab, prepare an award recommendation letter to the City Project Manager, and sign a City Engineering Services prepared Award Summary.

3.02 Reimbursables: An allowance has been established in Exhibit B for reimbursable expenses. The City will be responsible for producing the bid documents either by utilizing in-house resources or contracting with a printing company. The consultant will coordinate and confirm print quality before mass producing, 3.01 B.

TASK 4 – BASIC CONSTRUCTION SERVICES:

This task consists of all services necessary for the administration of the Basic Construction Services for the Cell 18 Berm and Litter Control Netting project and includes the following anticipated general services:

4.01 Review construction contract documents from the contractor and submit to the City Project Manager for distribution to City Attorney for approval and signatures of the Mayor and Finance Officer.

4.02 Prepare Notice to Proceed, on City letterhead, for City Project Manager signature and distribution to contractor for execution.

4.03 Arrange and conduct Pre-construction Conference, provide agenda, record meeting minutes and distribute to all attendees.

4.04 Provide written clarification regarding drawing and specification questions.

4.05 Provide recommendations to City Project Manager to address changed or unknown conditions that may appear during construction.

4.06 Review and take action on shop drawings, product submittals, test results, and other submittals. Note: Some submittals are required to be approved prior to conducting a Pre-construction conference.

4.07 Prepare as-built plans and specifications. This task will also include the topographic survey work required to identify pertinent features and grades for as-built plans. A hard copy of as-built plans
and specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Consultant will provide PDF’s and CAD files on a USB thumb drive. The digital submittal must be compatible with AutoCAD Civil 3D 2011, or newer, containing all files and data packaged in a format that will allow City personnel to seamlessly open as-built drawings.

4.08 Prepare CQA report for DENR and City. Submit CQA report to DENR as required.

4.09 Reimbursables. An allowance as established in Exhibit B for reimbursable expenses. This line item includes expenses related to travel. This item does not include hourly labor. The estimate for this task assumes several trips to the site and includes additional printing and shipping costs. The estimate for this item is on a not-to-exceed basis.

**TASK 5 – EXPANDED CONSTRUCTION SERVICES:**

This task consists of all services necessary for the administration of the Expanded Construction Services for the Cell 18 Berm and Litter Control Netting project and includes the following anticipated types of services. Task 5 assumes a 4-month construction timeframe for contract level of effort.

5.01 Arrange and conduct appropriate progress meetings. Record minutes and distribute to all attendees. A weekly progress meeting is anticipated.

5.02 Provide daily on-site observation to assure that the methods and materials used by the contractor meet the intent of the plans and specifications and are in accordance with the DENR requirements.

5.03 Prepare daily reports. A daily record of activity will be maintained by the inspector including weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and any other pertinent information. Detachable copies of the daily reports will be submitted to Engineering Services on a weekly basis. Copies will be submitted to DENR as required.

5.04 Perform stormwater inspections, prepare reports, and keep the erosion and sediment control plans current as required by the ordinance regulating construction site runoff control, Chapter 8.46, and the Stormwater Quality Manual. Act as City’s agent if required to direct contractor to perform work as necessary to comply with the SWPP and the City’s permit obligations.

5.05 Provide materials testing according to the City of Rapid City Standard Specifications and Detailed Specifications. All test results shall be submitted to the City within 30 days of project completion.

5.06 Provide all initial construction staking. Provide topographic survey for payment purposes. This task will include the survey field work required to collect data necessary to determine quantities for measurement and payment.

5.07 Prepare and submit monthly pay request information. Consultant shall track quantities installed utilizing the City’s Quantity Book or preapproved Consultant document. City will provide the consultant with a Quantity Book.

5.08 Prepare change orders, and field work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.

5.09 Prepare and submit project completion punch list items to the Contractor and Engineering Services
and oversee its completion.

5.10 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.

5.11 Prepare documentation as required for DENR.

5.12 Ensure Contractor’s two-year warranty surety is provided to the City either within the performance bond or as a separate bond.

5.13 Assist the City in addressing and communicating warranty items with the Contractor that may arise during the City’s two-year warranty period to the City PM. Prepare a project acceptance and start of warranty letter on City letterhead for City PM signature. This will be a lump sum task and will be paid as part of the Consultant’s final invoice after the project has been accepted. Consultant shall be contract obligated for these services until expiration of the two-year warranty.

5.14 Schedule and participate in a two-year warranty inspection with the City PM and Operations staff. Document the two-year warranty items and assist the City in addressing and communicating the warranty items with the Contractor. The two-year warranty inspection typically occurs three months prior to the warranty expiring. This will be a lump sum task and will be paid as part of the Consultant’s final invoice after the project has been accepted. Consultant shall be contract obligated for these services until expiration of the two-year warranty.

5.15 Reimbursables: An allowance as established in Exhibit B for reimbursable expenses. This line item includes expenses related to travel. This item does not include hourly labor. The estimate for this task assumes several trips to the site and includes additional printing and shipping costs. The estimate for this item is on a not-to-exceed basis.

**SCHEDULE MILESTONE DATES**

Following are possible schedule milestone dates. These dates are goals and subject to change at the Project Manager’s approval as the project advances.

**Cell 18 Berm and Litter Control Netting Schedule Milestones**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Design Submittal</td>
<td>On or around March 5, 2021</td>
</tr>
<tr>
<td>Notice to Proceed with Tasks 2-5</td>
<td>On or around March 20, 2021</td>
</tr>
<tr>
<td>Final Design Submittal</td>
<td>May 1, 2021</td>
</tr>
<tr>
<td>Final Plans, Specifications, &amp; Contract Documents Complete</td>
<td>May 15, 2019</td>
</tr>
<tr>
<td>Project Construction Begins</td>
<td>TBD Summer 2021</td>
</tr>
<tr>
<td>Project 100% Construction Complete</td>
<td>TBD Fall 2021</td>
</tr>
<tr>
<td>Grant Resolution to CC</td>
<td>By April 19, 2021</td>
</tr>
</tbody>
</table>

Schedule assumes City will provide review comments to all submittals within one week of receipt.
## TASK SCHEDULE-ESTIMATED FEES

### TASKS 2 - 5 CELL 18 BERM AND LITTER CONTROL NETTING

**Project No. 21-2641 / CIP 51202.1**

### TASK 2 - FINAL DESIGN SERVICES

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01 Geotechnical Investigation</td>
<td>$2,280.00</td>
</tr>
<tr>
<td>2.02 Limited Site Surveys</td>
<td>$1,456.00</td>
</tr>
<tr>
<td>2.03 Address City Comments and Finalize Tech Memo</td>
<td>$1,585.00</td>
</tr>
<tr>
<td>2.04 Provide Overall Site Layout for Coordination</td>
<td>$580.00</td>
</tr>
<tr>
<td>2.05 Litter Control Netting Design</td>
<td>$1,260.00</td>
</tr>
<tr>
<td>2.06 Incorporate Design Features from Tech Memo into Plans and Specifications</td>
<td>$195.00</td>
</tr>
<tr>
<td>2.07 SWPPP Narrative and Erosion Control Plans and Details</td>
<td>$880.00</td>
</tr>
<tr>
<td>2.08 Traffic Control Plans</td>
<td>$195.00</td>
</tr>
<tr>
<td>2.09 Sequencing and Phasing Plans and Schedule</td>
<td>$267.50</td>
</tr>
<tr>
<td>2.10 Obtain Design Exceptions</td>
<td>$50.00</td>
</tr>
<tr>
<td>2.11 Detailed Specifications</td>
<td>$490.00</td>
</tr>
<tr>
<td>2.12 QA/QC Plan</td>
<td>$980.00</td>
</tr>
<tr>
<td>2.13 Plans and Specifications</td>
<td>$2,635.00</td>
</tr>
<tr>
<td>2.14 Provide Staking Information</td>
<td>$190.00</td>
</tr>
<tr>
<td>2.15 Provide Final Tech Memo to City and DENR</td>
<td>$75.00</td>
</tr>
<tr>
<td>2.16 Provide Final Design Services Submittal to City and DENR</td>
<td>$295.00</td>
</tr>
<tr>
<td>2.17 Prepare Permits with Exhibits for City</td>
<td>$290.00</td>
</tr>
<tr>
<td>2.18 Identify Permits Required by Contractor</td>
<td>$72.50</td>
</tr>
<tr>
<td>2.19 City Meetings During Final Design</td>
<td>$490.00</td>
</tr>
<tr>
<td>2.20 Address Final Comments</td>
<td>$390.00</td>
</tr>
<tr>
<td>2.21 Prepare Final Engineer’s Estimate</td>
<td>$200.00</td>
</tr>
<tr>
<td>2.22 Provide Final Plans and Specifications</td>
<td>$535.00</td>
</tr>
<tr>
<td>2.23 DENR Solid Waste Review</td>
<td>$580.00</td>
</tr>
<tr>
<td>2.24 DENR Solid Waste Grant Preparation</td>
<td>$725.00</td>
</tr>
<tr>
<td>2.25 DENR Meeting in Pierre</td>
<td>$1,450.00</td>
</tr>
<tr>
<td>2.26 Erosion Control Improvements</td>
<td>$1,840.00</td>
</tr>
<tr>
<td>2.27 Reimbursables</td>
<td>$2,750.00</td>
</tr>
</tbody>
</table>

**TOTAL FOR TASK 2-FINAL DESIGN SERVICES** $22,736.00

### TASK 3 - BIDDING SERVICES

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01 Cell 18 Berm and Litter Control Netting GCCS Bidding Services</td>
<td>$2,450.00</td>
</tr>
<tr>
<td>3.02 Reimbursables</td>
<td>$125.00</td>
</tr>
</tbody>
</table>

**TOTAL FOR TASK 3 - BIDDING SERVICES** $2,575.00

### TASK 4 - BASIC CONSTRUCTION SERVICES

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.01 Review Construction Contract Documents and Contractor Submittals</td>
<td>$690.00</td>
</tr>
<tr>
<td>4.02 Prepare Notice to Proceed for City PM Signature</td>
<td>$72.50</td>
</tr>
<tr>
<td>4.03 Arrange and Conduct Pre-Construction Conference Including Agenda</td>
<td>$980.00</td>
</tr>
<tr>
<td>4.04 Provide Written Clarification Regarding Drawing and Specification Questions</td>
<td>$1,195.00</td>
</tr>
<tr>
<td>4.05 Provide Recommendations to Address Changed or Unknown Conditions</td>
<td>$685.00</td>
</tr>
<tr>
<td>4.06 Review and Take Action on Shop Drawings, Product Submittals</td>
<td>$580.00</td>
</tr>
<tr>
<td>4.07 Prepare As-Built Plans and Specifications</td>
<td>$1,450.00</td>
</tr>
<tr>
<td>4.08 Prepare final CQA Report for DENR and City</td>
<td>$745.00</td>
</tr>
<tr>
<td>4.09 Reimbursables</td>
<td>$450.00</td>
</tr>
</tbody>
</table>

**TOTAL FOR TASK 4 - BASIC CONSTRUCTION SERVICES** $6,847.50
### TASK 5 - EXPANDED CONSTRUCTION SERVICES

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.01</td>
<td>Arrange and Conduct Appropriate Progress Meetings (assumes 20 meetings)</td>
<td>$7,350.00</td>
</tr>
<tr>
<td>5.02</td>
<td>Provide Daily On-Site Observation (assumes 4 month @ 10 hrs/week)</td>
<td>$28,760.00</td>
</tr>
<tr>
<td>5.03</td>
<td>Prepare Daily Reports</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>5.04</td>
<td>Perform Stormwater Inspections, Prepare Reports and Keep SWPPP Updated</td>
<td>$1,930.00</td>
</tr>
<tr>
<td>5.05</td>
<td>Provide Materials Testing According to the Standard and Detailed Specifications</td>
<td>$2,630.00</td>
</tr>
<tr>
<td>5.06</td>
<td>Provide all Initial Construction Staking</td>
<td>$2,175.00</td>
</tr>
<tr>
<td>5.07</td>
<td>Provide Topographic Survey for Quantities, and As-Built Information</td>
<td>$3,125.00</td>
</tr>
<tr>
<td>5.08</td>
<td>Prepare and Submit Monthly Pay Request Information</td>
<td>$2,360.00</td>
</tr>
<tr>
<td>5.09</td>
<td>Prepare Change Orders, and Extra Work Orders</td>
<td>$2,160.00</td>
</tr>
<tr>
<td>5.10</td>
<td>Prepare and Submit Project Completion Punch List Items</td>
<td>$2,070.00</td>
</tr>
<tr>
<td>5.11</td>
<td>Prepare Letter of Certification of Project Completion Verifying Compliance</td>
<td>$980.00</td>
</tr>
<tr>
<td>5.12</td>
<td>Prepare Documentation as Required for DENR</td>
<td>$3,272.00</td>
</tr>
<tr>
<td>5.13</td>
<td>Ensure Contractor's Two-Year Warranty Surety is Provided to City</td>
<td>$1,225.00</td>
</tr>
<tr>
<td>5.14</td>
<td>Assist the City in Addressing Communicating Warranty Items with Contractor</td>
<td>$1,960.00</td>
</tr>
<tr>
<td>5.15</td>
<td>Reimbursables</td>
<td>$720.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL FOR TASK 5 - EXPANDED CONSTRUCTION SERVICES</strong></td>
<td><strong>$63,517.00</strong></td>
</tr>
</tbody>
</table>

### TOTAL FOR ALL TASKS

|                                                                                      | **$95,675.50** |

**NOTES:** Although dollar values have been provided for each task FMG retains the right to reallocate monies to other tasks subject to the maximum limiting fee shown above or as discussed in Exhibit A.
## FMG ENGINEERING
### 2021 RATE SCHEDULE

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer II</td>
<td>$186.00/hr</td>
</tr>
<tr>
<td>Principal Engineer I</td>
<td>$160.00/hr</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$145.00/hr</td>
</tr>
<tr>
<td>Engineer III – PE</td>
<td>$125.00/hr</td>
</tr>
<tr>
<td>Engineer II – PE</td>
<td>$115.00/hr</td>
</tr>
<tr>
<td>Engineer I – PE</td>
<td>$105.00/hr</td>
</tr>
<tr>
<td>Geospatial Analyst</td>
<td>$105.00/hr</td>
</tr>
<tr>
<td>Graduate Engineer II – EIT</td>
<td>$100.00/hr</td>
</tr>
<tr>
<td>Graduate Engineer I – EIT</td>
<td>$90.00/hr</td>
</tr>
<tr>
<td>CADD Technician II</td>
<td>$95.00/hr</td>
</tr>
<tr>
<td>CADD Technician I</td>
<td>$85.00/hr</td>
</tr>
<tr>
<td>Geologist - PG</td>
<td>$90.00/hr</td>
</tr>
<tr>
<td>Environmental Scientist</td>
<td>$85.00/hr</td>
</tr>
<tr>
<td>Land Surveyor - RLS</td>
<td>$105.00/hr</td>
</tr>
<tr>
<td>Land Surveyor – LSIT</td>
<td>$92.00/hr</td>
</tr>
<tr>
<td>Survey Technician II</td>
<td>$87.00/hr</td>
</tr>
<tr>
<td>Survey Technician I</td>
<td>$77.00/hr</td>
</tr>
<tr>
<td>Engineering Technician III</td>
<td>$82.00/hr</td>
</tr>
<tr>
<td>Engineering Technician II</td>
<td>$77.00/hr</td>
</tr>
<tr>
<td>Engineering Technician I</td>
<td>$74.00/hr</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$75.00/hr</td>
</tr>
</tbody>
</table>

### VEHICLES & EXPENSES

<table>
<thead>
<tr>
<th>Expense</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization (Support Vehicle)</td>
<td>$0.70/mile</td>
</tr>
<tr>
<td>Mobilization (Drill Rig)</td>
<td>$2.00/mile</td>
</tr>
<tr>
<td>ATV</td>
<td>$100/day</td>
</tr>
<tr>
<td>Travel Costs - air, lodging, transport, meals, etc.</td>
<td>cost</td>
</tr>
</tbody>
</table>