Agreement Between City of Rapid City and Longbranch Civil Engineering, Inc. for Design Professional Services for Southeast Area Trunk Sewer Reconstruction – Elm Avenue to Prairie Avenue, Project No. 20-2571 / CIP No. 50829

AGREEMENT made _________________________________, 2021, between the City of Rapid City, SD (City) and Longbranch Civil Engineering, Inc., (Engineer), located at 821 Columbus Street, Suite 1, Rapid City, South Dakota 57701. City intends to obtain services for design for Southeast Area Trunk Sewer Reconstruction – Elm Avenue to Prairie Avenue, Project No. 20-2571 / CIP No. 50829. The scope of services is as described within this document and as further described in Exhibits A, B and C (attached).

The City and the Engineer agree as follows:

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

Section 1—Basic Services of Engineer

1.1 General

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

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

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

1.2 Scope of Work

The Engineer shall:

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

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

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

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

Section 2—Information Provided by City

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

Section 3—Notice to Proceed

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

Section 4—Mutual Covenants

4.1 General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.2 City of Rapid City NonDiscrimination Policy Statement

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

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

Section 5—Payments to the Engineer

5.1 Schedule of Pay Rates

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

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed $122,370.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

5.3 Progress Payments

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

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

Section 6—Completion of Services

The Engineer shall complete services on or before December 31, 2021 based on award date of April 5, 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

Engineer:
Kale McNaboe,
Longbranch Civil Engineering, Inc.

DATE: _____________________  DATE: _____________________

ATTEST:

______________________________
Pauline Sumption, FINANCE DIRECTOR

Reviewed By:

NICOLE LECY, PROJECT MANAGER

DATE: ____________________________

CITY’S DESIGNATED PROJECT REPRESENTATIVE

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE</th>
<th>EMAIL</th>
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<tbody>
<tr>
<td>Nicole Lecy</td>
<td>605-394-4154</td>
<td><a href="mailto:nicole.lecy@rcgov.org">nicole.lecy@rcgov.org</a></td>
</tr>
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ENGINEERING FIRM’S DESIGNATED PROJECT REPRESENTATIVE

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<thead>
<tr>
<th>NAME</th>
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<tbody>
<tr>
<td>Paul Kraft</td>
<td>605-721-4040</td>
<td><a href="mailto:paul@longbrancheng.com">paul@longbrancheng.com</a></td>
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Exhibit A

Southeast Area Trunk Sewer Reconstruction – Elm Ave. to Prairie Ave.
Project No. 20-2571 / CIP No. 50829

Background and Purpose
The purpose of this project is to provide the City of Rapid City with multiple alignments (preliminary engineering designs) to reconstruct a portion of the trunk sanitary sewer in the South Park Subdivision generally located from the intersection of E. Flormann St. and Elm Ave. to half a block east of the intersection of Prairie Ave. and Saint Francis St. The project is needed due to the existing sanitary sewer having high infiltration rates of groundwater and recommended improvements from previous master plans. This results in sewer backups into private residences. Additionally, this area is to have future drainage improvements installed which may conflict with other utilities such as the water and sewer mains. These preliminary designs are intended to aid the City of Rapid City to select a route that increases benefits to the neighborhood and City and minimizes future utility conflicts and reconstruction.

It is anticipated that the improvement will include the following:
- Replacement of approximately 3,000 feet of trunk sanitary sewer.
- Trunk sanitary sewer anticipated to be upsized from 12” diameter to 18”.
- Replacement of water main along selected sanitary sewer route.
- Partial to full reconstruction of street sections including: sidewalks, curb and gutter, pavement sections, etc.
- Provide alignments for the trunk sewer that allow for future drainage improvements to be installed with minimal conflicts to water and sewer mains and services.

Below, are itemized tasks and services that are necessary to complete the project. A brief description is provided on each task conveying responsibilities of the prime-consultant and its sub-consultants if needed. It was assumed for the purposes of this project that Longbranch Civil Engineering Inc. will be responsible for all tasks with the exception of preparing and conducting the geotechnical analysis and reports. This task will be the responsibility of American Engineering and Testing.

Task 1A – Preliminary Design Recommendation Services

1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. The consultant shall prepare an agenda, take minutes, and distribute minutes.

1.2 Review background information listed in the RFP, scoping meeting, and kick-off conference, and any other resource as necessary.
1.3 Perform site surveys sufficient for design preliminary plan preparation. The route and topography survey shall be in NAD83 (2011) NAVD88 South Dakota State Plane South Zone. The horizontal and vertical coordinates shall be established from the Rapid City Primary Control Network.

Due to the different utility routes possible, some topographic information will be limited for preliminary designs until a final route has been chosen. Once a final route has been chosen, additional survey information will be collected with a future Task 1B to produce final construction plans in a future Task 2 if the City of Rapid City elects to continue with the project.

The following site survey tasks will be completed for the preliminary designs:

1.) Provide full boundary survey including R.O.W. centerline alignments for all road sections within the areas described in the attached Exhibit D.
2.) Water and Sewer services to be located and surveyed within boundary survey limits.
3.) City of Rapid City to provide GIS utility information for all City infrastructure located within and near the boundary survey limits.
4.) Engineer to request private utility layout maps from utility companies. Approximate location of private utilities within he project area to be included in preliminary design.
5.) The 2015 City of Rapid City LiDAR to be utilized for the purposes of the preliminary designs. Once a final route has been chosen, a full onsite topographic survey will be completed along the finalized route and completed under a separate contract with the City.
6.) City of Rapid City to provide sanitary sewer manhole rim and invert elevations to the engineer. Once a final route has been chosen, the engineer will be required to verify all inverts and rims along the finalized route.
7.) Some onsite surveying may be necessary to determine elevations of tie in points to existing infrastructure.

1.4 Determine Locations of existing water services

A. Rapid City Utility Maintenance will provide locating services for all water mains and services.
B. Rapid City Utility Billing and Service will operate curb stops to verify individual water connections. City will be responsible for repairing broken or inoperable curb stops.
C. Engineer will coordinate schedule with Rapid City Billing and Service and be responsible for notifying property owners of temporary water shutoffs and request for entry into structures to verify shutoffs.
D. Water service to structures will be verified by Engineer following closing of the curb stop. Verification will at a minimum require operating an outside hose bib valve to ensure water is shutoff by the curb stop.
E. Water services will be located by Engineer’s utility locating subcontractor using available tracer wire or by connecting to metallic water service components inside of each structure.
1.5 Determine locations of existing sanitary sewer services
   A. Rapid City Utility Maintenance will provide locating services of all sanitary sewer mains and services. City will flush sanitary sewer mains as necessary prior to CCTV work.
   B. Rapid City Utility Maintenance will provide a vacuum truck and operator in the event that the vertical location of a sanitary sewer service is in question or in potential conflict with proposed facilities.
   C. City of Rapid City to provide CCTV of the sewer main. This inspection will also include measurements along the sewer main to points of interests such as service taps and any areas of defect.
   D. Sewer services will be inspected via recorded CCTV from each structure to the sanitary sewer main using a locator. Location of sanitary sewer camera/service line will be recorded on the ground surface using GPS survey equipment. Engineer subconsultant will flush sanitary sewer services prior to CCTV inspection.
   E. If necessary, the third party inspection company may be required to CCTV the sewer main at tap locations and Engineer will operate a fixture(s) inside each structure to verify service connection location.
   F. To resolve conflicting information, Engineer and/or its subconsultant may utilize dye tablets to determine sewer service tap locations.
   G. Sewer main and sewer service CCTV inspection will be completed according to NASSCO standards.

1.6 Develop and distribute a survey questionnaire to property owners adjacent to proposed construction areas approximately 3 months or more ahead of soliciting bids for construction. The questionnaire should be developed to obtain information on site-specific concerns such as landscaping or irrigation systems, service line locations, special needs such as access considerations during construction, or history of utility or infrastructure problems at the property. Questionnaires would be returned to and evaluated by the consultant, who would follow up with appropriate individual contact with property owners prior to completion of 100% plans and contract documents to review project considerations that may be addressed or mitigated by the project work. Arrange and conduct meetings with affected property owners as deemed necessary.

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

1.8 Private Utilities Base Plan Verification Meeting: The consultant shall send base plans to the private utilities requesting verification that their utilities are shown correctly per their records. A meeting with the private utilities shall be scheduled after submitting plans to verify that the utilities are shown correctly and to make plan revisions as needed.
1.9 Conceptual Design Submittal shall generally consist of the following documents:

A. Conceptual Design Report – Engineer to provide the following with regards to each engineering alignment for the trunk sewer.
   a. Cost analysis comparing a full street hard surfacing reconstruct to a partial reconstruct.
   b. Evaluate condition existing metallic fitting with no cathodic protection on existing PVC water mains and the ability to cathodically protect the metallic fitting in lieu of full replacement.
   c. Cost analysis comparing the full reconstruction of water main compared to saving the existing PVC water mains and providing new service lines and taps and cathodically protecting the metallic fittings on the existing mains. Cost comparison will be for one typical residential block.
   d. Engineer to provide a recommendation for protection of water and sewer services lines underneath future large diameter storm sewer from freezing.
   e. Include a minimum of four potential trunk sewer alignments to be evaluated.
   f. Estimate of anticipated construction costs for each alignment. Sewer pipe sizing will be based on design flows identified in previous studies.
   g. Engineer to evaluate the feasibility of pipe bursting the existing 12” sewer to an 18” sewer and reconnecting existing service lines to the new main.
   h. Engineer to evaluate the feasibility of extending the existing underdrain at the location of the existing 18” sewer with the new sewer constructed with this project.
   i. Engineer to provide exhibits showing the location of properties with non-conforming water or sewer services. Engineer to also provide solutions to solve the non-conforming service dependent on the alignment.
   j. Engineer to provide exhibit showing the location of properties that have sump pumps.
   k. Engineer to provide exhibit showing location of properties that have reported a sanitary sewer back up in the last 10 years within 1 block of the trunk sewer. City of Rapid City to provide sewer backup information. Engineer to evaluate conditions of pipes adjacent to reported sewer back ups and make recommendations for additional sewer infrastructure in the area in need of replacement or rehabilitation.
   l. Engineer to provide documentation on each alignment describing supporting and opposing arguments to select the alignment. Make a recommendation for the trunk sewer alignment.
   m. Engineer to evaluate how each alignment affects future stormwater infrastructure improvements. Engineer to note previous drainage analyses and reports and use information to produce a conceptual design of stormwater improvements in order to identify effects on sewer and water mains.
   n. Engineer to document anticipated design exceptions for each alignment with regards to infrastructure and AASHTO specifications.
o. Engineer to document right-of-way (ROW) widths and include discussion on constructability issues to determine if more ROW is required or temporary/permanent easements are warranted.

p. Report will include all design assumptions for pipe sections, water, sewer, and storm sewer locations, pavement sections, etc. Report will also include design life, design criteria, and reference of design resources. The project will use the City Infrastructure Design Criteria Manual to establish design criteria and standards.

q. Report to establish and indicate project specific design criteria and standards within the Conceptual Design Report. Use the City Infrastructure Design Criteria Manual to establish design criteria and standards. The Conceptual Design Report shall provide review of compliance with City’s Standard Specifications for construction of the project(s).

Submit a digital copy (PDF version) of the Conceptual Design Report and preliminary plans to City of Rapid City’s project manager for review and comment.

B. Conceptual Drawings

a. Provide a digital copy (.PDF version) of the conceptual drawings. The conceptual drawings shall contain the following sheets:
   - Cover Sheet – Note the index of Sheets indicating the anticipated drawing sheets shall be provided.
   - Anticipated traffic control phasing
   - Property Layout and Land Ownership
   - Plan and Profile Sheets - Show existing and proposed water and sewer mains and existing services, and existing and proposed storm sewers (City of Rapid City Utility GIS information to be used) for each alignment considered. The utilities should be shown in profile as well. Design Criteria elements like profile grades, “K” values, vertical and horizontal curve data should be included.
   - Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards. Use current City-provided drawing templates. Drawing size shall be 11” x 17”.
   - Topographic data to utilize City of Rapid City 2015 LiDAR data.
   - Water and sewer services to be located and surveyed in the field with verification through Rapid City service cards.
1.10 Drainage Analysis
A. Engineer to model and analyze anticipated stormwater flows upstream of the Elm/Meade Street intersection (Meade/Hawthorne Drainage Basin).
   a. Engineer to utilize HEC-HMS as a hydrological model as well as SWMM to determine hydraulic characteristics of existing detention ponds.
   b. Hydrologic model to utilize current Rapid City Infrastructure Design Criteria with any exceptions documented.
   c. 2015 City of Rapid City LiDAR to be incorporated for subbasin delineation.
   d. Onsite survey of detention cell outlet structures to be provided by the engineer to supplement LiDAR information as well as used to determine detention cell stage/storage/discharge characteristics.
   e. HEC-HMS hydrologic model to estimate probable flows for the 2, 10, and 100 year storm events throughout the study area.
   f. To aid future drainage infrastructure design, the engineer shall develop an exhibit depicting anticipated peak flows for the 2, 10, and 100 year storm events along various points of interest (street intersections being prime locations). Engineer to note that multiple street sections in the study area discharge some surface flows to other street sections when stormwater depths reach certain levels. The hydrological model shall incorporate these bypass areas within the analysis to better depict local stormwater flows through the street network.
   g. Engineer to account for constructability of future inlet installation along the proposed preliminary box culvert routes. Engineer to note conflicts that may occur with other utilities and note these conflicts for discussion when finalizing box culvert route with City.
   h. Engineer to prepare a drainage report summarizing the findings of the hydrologic analysis. Report to include but not limited to the following: summary tables of peak flows with hydrologic element location/description, tables of stage/storage/discharge for detention ponds, exhibit depicting delineated subbasins, summary of all engineer assumptions, and table of time vs peak flows for all hydraulic elements.
   i. Engineer to analyze probable stormwater depths in street sections. Engineer to determine if narrowing the pavement width from 32’ to 26’ and/or other street section geometry changes within the project area may inundate private property with stormwater.

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

1.12 Attend Public Works and Council meetings as necessary.
An anticipated schedule for deliverables has been included below. Please note that the engineering schedule provided is for general overview purposes only. The project schedule is subject to change with concurrence between the Engineer, City Project Manager, and City of Rapid City.

**Schedule**

City Council Authorization: April 5, 2021
Anticipated Notice to Proceed for Engineering Services: April 12, 2021
Submittal of Deliverables to the City of Rapid City for Task 1A Tasks: End of Sept. 2021

At the conclusion of Task 1A, the City of Rapid City reserves the right to retain Longbranch Civil Engineering, Inc. for three (3) more additional tasks: Preliminary Design Services (Task 1B), Final Design Services (Task 2), and Bidding Services (Task 3). Full service descriptions for these additional tasks will be outlined at a future date if warranted by the City of Rapid City.

Preliminary Design Services Task 1B is expected to include but not be limited to the following once a final reconstruction alignment has been selected for the project.

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

1.2 Private Utilities Base Plan Verification Meeting: The consultant shall send base plans to the private utilities requesting verification that their utilities are shown correctly per their records. A meeting with the private utilities shall be scheduled after submitting plans to verify that the utilities are shown correctly and to make plan revisions as needed.

1.3 Full topographic survey of chosen route selected in Task 1A.

1.4 Provide project’s geotechnical report including soil classifications, N values, water levels, proctors, CBR’s, resistivity tests, pavement design, and testing recommendations.

1.5 Evaluate the feasibility to install a sump pump collection system.

Future final completion dates of Tasks 1B, 2, and 3 are to be determined at a later date through discussion between Longbranch Civil Engineering, Inc. and the City of Rapid City.
## Task 1A - Preliminary Design Recommendation Services

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<th>Task Item Description</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>1.1</td>
<td>Kick-off Conference</td>
<td>$1,420.00</td>
</tr>
<tr>
<td>1.2</td>
<td>Review Background Information</td>
<td>$8,880.00</td>
</tr>
<tr>
<td>1.3</td>
<td>Perform Site Surveys (Limited to Boundary, LiDAR Integration, GIS Integration, Etc.)</td>
<td>$19,800.00</td>
</tr>
<tr>
<td>1.4</td>
<td>Determine Locations of Existing Water Services</td>
<td>$6,400.00</td>
</tr>
<tr>
<td>1.5</td>
<td>Determine Locations of Existing Sanitary Sewer Services</td>
<td>$6,400.00</td>
</tr>
<tr>
<td>1.6</td>
<td>Develop and Distribute Survey Questionnaires</td>
<td>$2,860.00</td>
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<tr>
<td>1.7</td>
<td>Generate Easement Exhibits</td>
<td>$0.00</td>
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<tr>
<td>1.8</td>
<td>Private Utilities Base Plan Verification Meetings</td>
<td>$0.00</td>
</tr>
<tr>
<td>1.9</td>
<td>Conceptual Design Submittal (Report and Drawings)</td>
<td>$35,700.00</td>
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<tr>
<td>1.10</td>
<td>Drainage Analysis</td>
<td>$40,200.00</td>
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<tr>
<td>1.11</td>
<td>Attend Submittal Review Meetings</td>
<td>$710.00</td>
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<tr>
<td>1.12</td>
<td>Attend Public Works and City Council Meetings</td>
<td>$0.00</td>
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</tbody>
</table>

**Task 1 Total Cost:** $122,370.00

**Total of Task 1A:** $122,370.00

Although dollar values have been provided for each task, Longbranch Civil Engineering, Inc. shall retain the right to relocate monies to other tasks, subject to the maximum limiting fee shown above.
EXHIBIT C
EFFECTIVE LABOR RATES

LONGBRANCH CIVIL ENGINEERING, INC.
HOURLY RATES AND REIMBURSABLE COSTS
2021

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Senior Engineer, P.E.</td>
<td>$150.00 / hr.</td>
</tr>
<tr>
<td>Staff Engineer, P.E.</td>
<td>$120.00 / hr.</td>
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<tr>
<td>Staff Engineer, E.I.T.</td>
<td>$85.00 / hr.</td>
</tr>
<tr>
<td>Land Surveyor, L.S.</td>
<td>$100.00 / hr.</td>
</tr>
<tr>
<td>Land Surveyor, L.S.I.T.</td>
<td>$80.00 / hr.</td>
</tr>
<tr>
<td>Survey Technician</td>
<td>$75.00 / hr.</td>
</tr>
<tr>
<td>Engineer's On-Site Representative</td>
<td>$75.00 / hr.</td>
</tr>
<tr>
<td>CAD Technician</td>
<td>$85.00 / hr.</td>
</tr>
<tr>
<td>Mileage</td>
<td>$0.60 / mi.</td>
</tr>
<tr>
<td>Plans Reproduction</td>
<td>1.0 x Cost</td>
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<tr>
<td>Reimbursable</td>
<td>1.0 x Cost</td>
</tr>
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</table>