Agreement Between City of Rapid City and Ferber Engineering Company, Inc. for Design Professional Services for Canyon Lake District Streets Reconstruction, Project No. 19-2535 / CIP No. 51098

AGREEMENT made __________________________, 2021, between the City of Rapid City, SD (City) and Ferber Engineering Company, Inc., (Engineer), located at 729 E. Watertown Street, Rapid City, South Dakota 57701. City intends to obtain services for design for Canyon Lake District Streets Reconstruction, Project No. 19-2535 / CIP No. 51098. 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 $210,675.00 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 subcontractor 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 May 3, 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:

______________________________
Dave Muck, PE
Ferber Engineering Company, Inc.

DATE: ____________________________

DATE: 4-14-21

ATTEST:

______________________________

FORM 109 Professional Services Agreement (09/12/2019)
Pauline Sumption, FINANCE DIRECTOR

Reviewed By:

Mary Bosworth, PROJECT MANAGER

DATE: 4-15-2021

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME  Mary Bosworth, PE
PHONE  605-394-4154
EMAIL  mary.bosworth@rcegov.org

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME  Dave Muck
PHONE  605-343-3311
EMAIL  davemuck@ferberengineering.com
The City has determined the need to procure professional services for design, bidding, and construction services for the proposed Canyon Lake District Street Reconstruction project. The project has been split into three phases, with each phase having separate tasks. The project phases generally include:

- **Phase 1** - Development of the Canyon Lake District Master Plan Document. Task 1 is the Neighborhood Vehicle/Pedestrian/Bicycle Master plan. (Multimodal Transportation Plan) Task 2 is the Canyon Lake District Street/Utility Reconstruction Prioritization List. (CIP Plan). Task 2 will be negotiated at a later date.
- **Phase 2** - Elmhurst Drive between Canyon Lake Drive and Minnekahta Drive. Preliminary Design will be completed under Task 1. Final Design will be completed under Task 2. Bidding and Construction Related Services will be completed under Task 3 thru 5. Tasks 2 thru 5 will be negotiated at a later date.
- **Phase 3** - Additional reconstruction project that will be negotiated at a later date.

**PHASE 1 – CANYON LAKE DISTRICT MASTER PLAN:**

**TASK 1 – MULTIMODAL TRANSPORTATION PLAN**

This Phase consists of all services necessary to take the project from beginning through the end of the Multimodal Transportation Plan Report and may include the following itemized services.

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

1.2 **Review background information listed in this RFP, and any other resources, as necessary.**

1.3 **Perform site surveys sufficient for Master Plan preparation.** The route and topography survey will be in NAD 83 (2011) South Dakota State Plane South Zone. Elevation Datum will be NAVD88. The horizontal and vertical coordinates will be established from the Rapid City Primary Control Network.

   A. Survey will include all water valves and fire hydrants to generally define horizontal and vertical location of water mains.

   B. Legal survey sufficient to define right-of-way widths though neighborhood.

1.4 **Develop and distribute a survey questionnaire to property owners within the project area.** The questionnaire should be developed in such a way as to ascertain perspective on acceptable pedestrian, bicycle, and vehicle routes and configurations; landowner willingness to grant easements; and existence of irrigation systems and other utility and access concerns. Questionnaires to be returned to, and evaluated by, Engineer.

   A. A paper questionnaire will be sent out by United States Postal Service.

   B. An online questionnaire will be available for those that wish to use it.

1.5 **Conduct a Traffic and Pedestrian Investigation.**

   A. Includes logging of generalized traffic and pedestrian movements at eight (8) project area intersections. This is not a full traffic study.

1.6 **Drainage Investigation and Rating.**


   B. Complete field inventory of existing facilities, identify recent improvements or changes to the DBDP, and determine what improvements are still needed.

   C. Develop drainage improvement rating for project area.
1.7 Engineer will develop a neighborhood Multimodal Transportation Plan.
   A. The plan will incorporate discussion of public input.
   B. The plan will provide anticipated alternatives of multimodal transportation
      alternatives for 20-feet and smaller rights-of-way, 20-feet to 40-feet rights-of-way
      and 40-feet and greater rights-of-way. Graphical representations of alternatives
      will be sufficiently provided to supplement narrative discussions.
   C. The plan will provide recommendations regarding vehicular movements, including
      conversion of certain streets to one-way traffic.
   D. The plan will provide exhibit(s) and discussion for recommended corridors.
   E. The plan will discuss how proposed multimodal improvements are to be
      incorporated into the Capital Improvements Plan projects.
   F. The plan will discuss likely required design exceptions to Rapid City Infrastructure
   G. Appendices will be provided as necessary for supporting documentation.

1.8 Engineer will submit one document called the Canyon Lake District Multimodal
Transportation Plan.

1.9 Attend submittal review meeting with City Staff.

1.10 Submit Final Multimodal Transportation Plan document.
    A. Includes any comments from City review.

1.11 Attend Public Works and Council meetings, as necessary.

**TASK 2 – CAPITAL IMPROVEMENTS PLAN (UTILITIES)**

Task to be negotiated at a later date.
PHASE 2 – ELMHURST DRIVE RECONSTRUCTION

TASK 1 – PRELIMINARY DESIGN SERVICES

This phase consists of all services necessary to complete the Preliminary Design submittal and may include the following itemized services.

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

1.2 Perform site surveys sufficient for design plan preparation. The route and topography survey will be in NAD 83 (2011) South Dakota State Plane (South Zone). Elevation datum will be NAVD 88. The horizontal and vertical coordinates will be established from the Rapid City Primary Control Network.
   A. Rights-of-way to be included in the survey are Elmhurst Drive from Canyon Lake Drive to Minnekahta Drive.

1.3 Determine locations of existing water services.
   A. Rapid City Utility Maintenance will provide locating services for all water mains.
   B. Engineer will work with Rapid City Utility Billing and Service to verify individual water connections.
   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.

1.4 Determine locations of existing sanitary sewer services.
   A. Rapid City Utility Maintenance will provide locating services of all sanitary sewer mains.
   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. Engineer will retain the services of a third party to provide video/locating services of sanitary sewer services.
      1. Sewer services will be recorded via CCTV from each structure to the sanitary sewer main using a locator. Location of the sanitary sewer camera/service line will be recoded on the ground surface using GPS survey equipment.

1.5 Private Utilities Base Plan Verification Meeting: The Engineer will send base plans to the private utilities requesting verification that their utilities are shown correctly per their records. Engineer will make revisions as necessary to reflect existing conditions.
1.6 Engineer will provide the following geotechnical services through Subconsultant contract with American Engineering Testing, Inc. (AET).
   A. Drill four Standard Penetration Test (SPT) borings along the alignment to an established depth of 10 feet below grade.
   B. The subsurface conditions will be logged at each location and groundwater levels taken at each boring location following drilling. The borings will be advanced using either 3.25-inch I.D hallow stem auger or 4-inch flight auger. Soil samples will be collected from the borings in accordance with the procedures outlined in ASTM D3550.
   C. Perform three (3) 4-pin resistivity tests in the field at locations requested by the Engineer.
   D. Perform laboratory testing in accordance with the appropriate ASTM procedures to classify the soils in order to estimate the characteristic engineering and index properties, as well as strength properties of the soils. The lab work will include natural moisture content, dry density, Atterberg Limits, moisture density (modified proctor) and California Bearing Ratio (CBR) tests.
   E. Provide a report summarizing the results of the field work, laboratory data, and engineering recommendations soil/bedrock profiles and groundwater levels.

1.7 Engineer will complete a preliminary design investigation for the project.
   A. Street
      1. Engineer will provide horizontal and vertical layout according to street section criteria for Elmhurst Drive between Canyon Lake Drive and Minnekahta Drive.
      2. Engineer will evaluate sidewalk, driveways, etc., with regard to the selected horizontal and vertical layouts and typical sections and ADA compliance as identified in the Master Plan document completed under Phase 1.
   B. Water
      1. Engineer will evaluate abandonment and replacement of water main within the project area.
      2. Engineer will provide horizontal and vertical layout of water main in Elmhurst Drive between Canyon Lake Drive and Minnekahta Drive.
   C. Sanitary Sewer
      1. Engineer will provide horizontal and vertical layout for the reconstruction of that portion of sanitary sewer main in Elmhurst Drive between Canyon Lake Drive and Minnekahta Drive.
   D. Drainage/Storm Sewer
      1. Engineer will evaluate local drainage and determine the need for storm sewer.
      2. Engineer will provide recommendations to meet drainage criteria as there is currently no storm sewer connection at Minnekahta Drive.
1.8 Prepare Project Preliminary Design Technical Memo:
Engineer will establish and indicate project specific design criteria and standards within
the Project Design Memo (including ADA requirements). Engineer will submit all design
assumptions for typical section (lane configuration, shoulder width, existing utility conflicts,
etc.), design life, design criteria, and reference of design resources. Engineer will use the
City Infrastructure Design Criteria Manual (RCIDCM) to establish design criteria and
standards.

1.9 Prepare preliminary plans including cover sheet, property layout and land ownership,
tagical section(s), plan and profile sheets and cross sections. Existing utility locations with
probable depths will be shown.

1.10 Prepare preliminary opinion of probable construction costs.

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

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

1.13 Submit three (3) copies and a PDF version of the Technical Memo and preliminary plans
and specifications to the City of Rapid City's project manager for review and comment.
Preliminary Design Submittal which will generally consist of the following documents:
   A. Preliminary Design Technical Memo.
   B. Preliminary Drawings.

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

1.15 Attend Public Works and Council meetings, as necessary.

TASK 2 – FINAL DESIGN SERVICES
Task to be negotiated at a later date.

TASK 3 THRU 5 BIDDING AND CONSTRUCTION RELATED SERVICES
Tasks to be negotiated at a later date.

PHASE 3 – ADDITIONAL RECONSTRUCTION PROJECT

TASK 1 THRU 5 DESIGN, BIDDING AND CONSTRUCTION RELATED SERVICES
All tasks will be negotiated at a later date.
PROJECT TEAM, MEETINGS, AND SUBMITTALS

Project team members will include:

- Ferber Engineering Company, Inc.
  - American Engineering Testing, Inc. (Geotechnical Engineering)
  - Designworks (Landscape Architect).
  - Albertson Engineering (Structural Engineering if needed)
  - Rapid Rooter (Sewer video and locating services)
  - Jim’s Locating Services
- City Engineering Services staff
  - Utility Maintenance Division (Service area and O&M related issues)
  - Street Design
  - Water Division
  - Water Reclamation Division
  - Parks Division
  - Storm Drainage

Engineer will attend the following meetings:

- Kickoff Meeting(s)
- Private Utility Base Plan Verification Meeting, Phase 2, TASK 1
- Multimodal Transportation Plan Phase 1 – Task 1, Preliminary Plans and Design Technical Memo submittal review meeting, Phase 2, TASK 1

Engineer will make the following submittals:

- Kickoff Meeting Minutes
- Multimodal Transportation Plan, Phase 1 – Task 1
- Preliminary Design Services Submittal, Phase 2 – Task 1

The Engineer will anticipate 15 working days for City review of the Multimodal Transportation Plan and the Preliminary Design Services Submittal. Submittal dates for the two submittals may be different.
# CANYON LAKE DISTRICT ROAD RECONSTRUCTION - PHASE 1 TASK 1
## PROJECT NO. 19-2535 / CIP 51098
### EXHIBIT B

## PHASE 1 - TASK 1

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**PHASE 1, TASK 1 TOTAL**  
$136,170.00

## PHASE 2 - TASK 1

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<td>1.5</td>
<td>Private Utility Base Plan Verification</td>
<td>$1,120.00</td>
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<tr>
<td>1.6</td>
<td>Geotechnical Investigation</td>
<td>$6,120.00</td>
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<tr>
<td>1.7</td>
<td>Preliminary Design Investigation</td>
<td>$30,790.00</td>
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<tr>
<td>1.8</td>
<td>Preliminary Design Technical Memo</td>
<td>$4,620.00</td>
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<tr>
<td>1.9</td>
<td>Preliminary Plans Preparation</td>
<td>$7,255.00</td>
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<tr>
<td>1.10</td>
<td>Preliminary Opinion of Probable Construction Costs</td>
<td>$695.00</td>
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<tr>
<td>1.11</td>
<td>Identify ROW and Permanent and Temporary Easement Needs</td>
<td>$800.00</td>
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<tr>
<td>1.12</td>
<td>Identify all nonconforming water and sewer services</td>
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<tr>
<td>1.13</td>
<td>Preliminary Submittal</td>
<td>$1,780.00</td>
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<tr>
<td>1.14</td>
<td>Preliminary Design Review Meeting</td>
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<tr>
<td>1.15</td>
<td>Attend Public Works and Council Meetings as necessary</td>
<td>$320.00</td>
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**PHASE 2, TASK 1 TOTAL**  
$83,505.00

**CONTRACT TOTAL**  
$219,675.00

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Although dollar values have been provided for each task, FEC shall retain the right to reallocate monies to other tasks, subject to the maximum limiting fee shown above.
# EXHIBIT C

<table>
<thead>
<tr>
<th>EMPLOYEE CLASSIFICATION</th>
<th>HOURLY RATE</th>
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<tbody>
<tr>
<td>Principal Professional Engineer</td>
<td>$160.00</td>
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<tr>
<td>Principal Professional Engineer/Professional Land Surveyor</td>
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<tr>
<td>GIS Professional/Professional Land Surveyor</td>
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<tr>
<td>Professional Engineer IV</td>
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<tr>
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<td>Mileage</td>
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