REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN
PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT
Date: February 7, 2022

Project Name & Number: Block 75 Parking Structure Maintenance Project #2689 CIP #:

Project Description: Design and construction administration of Block 75 Parking Ramp Maintenance, including concrete repair, concrete crack and joint sealants, joint reinforcement, stair tower improvements, plumbing and electrical improvements.

Consultant: Albertson Engineering Inc

Original Contract Amount: $172,896.00 Original Contract Date: February 8, 2022 Original Completion Date: December 1, 2022

Addendum No:

Amendment Description:

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Funding Source This Request:

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<td>4223</td>
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Agreement Review & Approvals

[Signatures and dates]

Routing Instructions

Route two originals of the Agreement for review and signatures.

Finance Office - Retain one original
Project Manager - Retain second original for delivery to Consultant
cc: Public Works
Engineering
Project Manager

Finance Office Use Only

(Not to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Appropriation [Date] [Initials] [Y] [N]
Cash Flow [Date] [Initials] [Y] [N]
Agreement Between City of Rapid City and Albertson Engineering Inc. for Professional Services for Block 75 Parking Ramp Maintenance, Project No. 2689

AGREEMENT made ________________________________, 2022, between the City of Rapid City, SD (City) and Albertson Engineering, Inc., (Engineer), located at 3202 West Main, Suite C, Rapid City, SD 57702. City intends to obtain services for Block 75 Parking Ramp Maintenance, Project No. 2689. The scope of services is as described within this document and as further described in the proposal and scope of services (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 the proposal and scope of services (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 lump sum and reimbursable allowance 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 attached.)

1.2.3 Conduct a 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 in any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.

4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota 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 percentage of work completed and reimbursables described in the proposal.

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed $172,896.00 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 June 1, 2023 based on award date of February 7, 2022.

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—Indemnity

The Engineer hereby agrees to indemnify the City from damages or liability including reasonable 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 damages 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: Albertson Engineering Inc.:

__________________________
STEVE ALLENDER, MAYOR

__________________________
ENGINEER

DATE: ______________________  DATE: ______________________

ATTEST:

__________________________
PAULINE SUMPTION, FINANCE DIRECTOR
Reviewed By:

ROD JOHNSON, PROJECT MANAGER

DATE: ____________________________

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME Rod Johnson
PHONE 605-394-4154
EMAIL rod.johnson@rcgov.org

CONTRACTOR'S DESIGNATED PROJECT REPRESENTATIVE

NAME __________
PHONE __________
EMAIL __________
December 28, 2021

Rod Johnson
City of Rapid City
300 6th Street
Rapid City, SD 57701

RE: Proposal for Professional Design Services for Block 75 Parking Garage Repairs – Rev 2
Albertson Engineering Project #2021-504

Dear Rod,

We appreciate the opportunity to present this proposal for Professional Design Services for repairs at the Block 75 Parking Garage located in downtown Rapid City, SD. As requested, we have prepared a proposal for services to complete construction documents and provide construction administration services for this existing parking structure.

We believe we have compiled a qualified and dedicated design team to see this project through a successful completion. The design team is comprised of professionals who have previous experience with the Block 75 Parking Garage. The team members are:

- Renner Associates (Survey and Civil Services)
- West Plains Engineering (Mechanical and Electrical Services)
- CO-OP Architecture (Architectural Services)

DESCRIPTION OF PROJECT

The Block 75 Parking Garage (Garage) was constructed circa 1998 originally as a two-level garage. In 2008/2009, a third level was added to the garage. Since this time, miscellaneous structural, mechanical, and architectural repairs and improvements have been carried out at the Garage. The addition of the adjacent Main Street Square (MSS) circa 2012 has also impacted the Garage with some of MSS’s support buildings located within the Garage’s footprint.
Currently, the Garage is showing signs of deterioration, some of which include:

- Failing caulk joints and expansion joints
- Drainage issues on the ground level near the northwest corner
- Corroded and deteriorated drainage pipes
- Corroded conduit in select locations
- Corrosion and rust jacking of reinforcement present within the existing access stairways. This has led to un-even steps with larger step heights than allowed by ADA.
- Cracking and spalling at select precast member connections
- Minor to significant cracking and reinforcement corrosion within the concrete topping and precast double-tee flanges

**SCOPE OF SERVICES**

- Scope of services of Albertson Engineering include:
  - Overall project management and coordination of design team
  - Document condition of Garage for current areas of deterioration
    - Coordination with the City of Rapid City will be required for areas of the garage to be closed off to parking vehicles to allow for the field investigation.
    - Albertson Engineering, Inc. (AEI) will require a scissor lift to access the underside of the elevated deck structures.
    - Along the south edge of the 2nd floor, the existing bird netting will need to be removed to allow for hands-on access to the deck underside.
  - AEI will coordinate with a local contractor to provide support services related to the lift and bird netting removal. The expenses associated with this work shall be considered a reimbursable expense. The proposal from Complete Contracting Solutions for these
support services is attached. At this time, the maximum estimated cost for this work is $11,587.

- The design team shall also develop a set of existing As-Built documents that will provided to the City at the beginning phases of this project.
- Design of structural repairs within the Garage. These repairs will include:
  - Minor deck and pavement patching
  - Replacement of failing deck joint sealant through the Garage
  - Replacement of expansion joints
  - Repair of precast joints with stainless steel sandwich plates
  - Within the Garage, there are select precast columns and spandrel beams that are showing signs of deterioration and corrosion in and around structural connections or embedded reinforcement. Development of repairs for these items will be addressed.
    - Replacement of all existing stair pans that currently concrete pans
    - Repair of broken double tee flange present on the ramp between 2nd and 3rd levels
    - New enclosure framing for the existing stairways. This framing will support new architectural curtain wall systems to provide protection of the stairways from the elements.
- As part of the required repairs, AEI has had discussions with the City of Rapid City about the installation of a coating for the parking garage to mitigate future water infiltration. AEI has included time to research pertinent products and time to travel to nearby larger communities (Denver or Minneapolis) to observe how some of these products perform after a few years of service. The expenses (mileage or plane tickets, lodging, and meals) associated with the investigation visits will be considered reimbursable expenses. Prior to making these trips, AEI will coordinate with the City of Rapid City for approval.
o Production of specifications. Specifications to be prepared using MasterSpec or SpecLink format.
  ▪ Compiling specifications from sub-consultants for non-structural items

o Submittal of drawings at 35%, 65% and 100% Construction Documents
  ▪ Receive and incorporate comments from reviewing parties for progress submittals.
  ▪ Attend design progress meetings as requested (max of 3)
  ▪ Organize drawings from other design team members into multi-discipline sets

o Bid Period Services
  ▪ Conduct pre-bid meeting
  ▪ Prepare responses for structurally related questions
  ▪ Organize responses from other design team members
  ▪ Facilitate contract between the general contractor and the City of Rapid City including official notice to proceed

o Construction period services
  ▪ Attend pre-construction meeting
  ▪ Review of shop drawings
  ▪ Prepare relevant change orders, RFP’s, RFI’s, SSI’s etc. and organize responses from other design team members
  ▪ Review of pay applications and coordination of correspondence from the general contractor to the City of Rapid City and the design team
  ▪ Attend bi-weekly progress meetings
  ▪ Construction observations
  ▪ Assist in developing punch list at close of project

• The design of non-structural repairs and improvements will be addressed by others. See the separate proposals by the sub-consultants for a complete list of these repairs and improvements. In general, they will include:
- Replacement of corroded drainage piping and conduits
- Removal of existing enclosure box that currently shelters the primary power breakers for the garage
- Installation of additional grated drain in-lets along the south half of the garage to improve overall drainage on the 2nd level
- Development of curtain wall enclosure systems to be installed around the existing stairways
- Site drainage improvements near the northwest corner at the base of the ramp on the main level
- Survey and Civil Engineering Services (Renner Associates)
  - See attached proposal
- Mechanical and Electrical Services (West Plains Engineering)
  - See attached proposal
- Architect Services (CO-OP Architecture)
  - See attached proposal

- Exclusions in this proposal include those specifically highlighted in attached proposals, as well as the following:
  - Permitting or coordination with the railroad for the drainage improvements along the north edge of the Garage
  - Production of special presentation documents for public meetings.
  - Attendance at public meetings.
  - Coordination of easements
  - Testing & Inspection services during construction
  - Communication platform (such as Submittal Exchange) during construction. Cost of platform will be written into the project specifications as provided by contractor.

**PROPOSED SCHEDULE**

Listed below is a proposed schedule for this project:
1. All contracts executed by February 7, 2022 (Monday)
2. Start of Field Investigation, February 7, 2022 (Monday)
3. End of Initial Field Work, Site Survey March 11, 2022
4. Provide As-Built Set and 35% CD’s to City – Submit to City April 8th
   a. Review Meeting Week of April 22nd
5. Submittal of 65% Construction Documents – Submit to City Week of May 27th
   a. Review Meeting of 65% Construction Documents Week of June 10th
6. Submittal of 100% Construction Documents – Week of July 15th
7. Project Goes out to Bid July 18th (Monday)
8. Bids Opened August 5th
9. Contractor Selected August 8th (Monday)
10. Contractor awarded August 15th (Monday)
11. Start of Construction August 15th (Monday)
12. Construction Window – TBD, Likely Between 3 and 5 months

PROPOSED FEE

Compensation for our services is proposed as:

A lump sum fee of one hundred fifty-eight thousand two hundred and nine dollars ($158,209.00) PLUS all applicable taxes and reimbursable expenses. The fee breakdown per phase is as follows:

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<th>AEI</th>
<th>Sub-Consultants</th>
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<tr>
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<td><strong>$104,929.00</strong></td>
<td><strong>$53,280.00</strong></td>
<td><strong>$158,209.00</strong></td>
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If additional services not included within this proposal are requested, we can either bill hourly or negotiate a fee at the time services are requested.
The not to exceed reimbursable expenses for this project are listed below. These were originally defined within a separate memo dated December 16, 2021.

- Design Team - Mileage and Internal Printing $600.00
- Contractor Support (Maximum Fee) $11,587.00
- Travel Fees to Investigate Garage Deck Coatings $2,500.00

Total = $14,687.00

We appreciate the opportunity to present this proposal. Please call if you have any questions or if we can be of any further assistance.

Sincerely,

Albertson Engineering Inc.

[Signature]

Stephen Kilber, PE
Project Engineer

Attachments:
1. Proposal by Renner Associates, Dated November 15, 2021
2. Proposal by West Plains Engineering, Dated November 16, 2021
4. Proposal by Complete Contracting Solutions, Dated December 15, 2021
November 15, 2021

Civil Engineer: Renner & Associates, LLC
Owner: Albertson Engineering, Inc.
3231 Teewinot Drive
Attn: Stephen Kilber 605-343-9606
Rapid City, SD 57703
3202 W. Main St. Suite C
Rapid City, SD 57702

Project Name: Rapid City Parking Garage Repairs
Project Location: 410 6th Street, Rapid City

Project Description
Renner and Associates shall provide survey and civil engineering services for the existing parking garage improvements. A site survey will be conducted along with evaluation and design addressing drainage issues within the ground level of the parking garage. Renner shall provide a list of services for each phase of the project as follows:

Scope of Services
- Survey – survey services will include topographic survey of the parking garage ground floor, adjacent Mainstreet Square buildings, utilities and boundary.
- Civil Engineer – Renner shall review drainage issues and provide design recommendations for drainage repairs.
- Engineering Estimate – a probable cost of construction for the drainage improvements will be included as part of the construction documents package.
- Review Meetings – Renner shall attend the design and review meetings during the design phase of the project.
- Construction Administration – Renner shall provide construction administration services to review shop submittals, complete on-site observations and reporting, review pay requests and address any contractor questions and project orders.

Anticipated Deliverables:
- Topographic Map
- Civil Engineering Construction Documents
- Cost Estimate

Engineering Fee:
Compensation for engineering and survey services are based on a Lump Sum contract plus all applicable taxes and reimbursable expenses. Renner Associates reserves the right to reallocate project funds if required during the project.

11/15/2021 Page 1 of 2
Any additional services outside the scope listed shall be charged at a Renner & Associates standard hourly fee.

Survey Services ................................................................. $7,900.00
Engineering ........................................................................... $3,820.00
Construction Administration ........................................... $2,760.00
Total .............................................................................. $14,480.00

Not included in our proposal:
Geotechnical Services
Civil improvements outside of parking garage
Construction Staking Services

Additional Provisions
If engineering services covered under this Agreement have not been completed within 1 year of the signed date, through no fault of the Civil Engineer, the Engineer reserves the right to review and adjust compensation if necessary.

This Agreement and attached Terms and Conditions constitute the entire agreement between the Owner and Engineer for services rendered. Engineering services will begin upon receiving a signed contract.

Acceptance:
Renner Associates requests written acceptance of this fee proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. Your signature represents that you are authorized to accept on behalf of the Client.

Thank you for this opportunity to offer our services. Please call if you have any questions or if we need to make adjustments to the scope.

Sincerely,

[Signature]

Renner Associates, LLC
Ian Garduna, PE

Acceptance and authorization to proceed:

Name/Position ____________________________________________

Signature ________________________________________________

Date _____________________________________________________

11/15/2021  Page 2 of 2
November 16, 2021

Stephen Kilber, PE
Albertson Engineering Inc.
2202 West Main Street, Suite C
Rapid City, SD 57702

Re: Block 75 Main St. Square Parking Garage Repair
Rapid City, SD
Design Services Proposal

Dear Mr. Kilber:

We appreciate the opportunity to submit the following proposal to provide design services for the repair of the Block 75 Main St. Square Parking Structure in Rapid City, South Dakota. West Plains Engineering, Inc. (WPE) proposes to provide mechanical and electrical engineering design services, as outlined in the following proposal.

The project will include the site observation of the existing facility for documentation of the MEP systems including drains, storm drainage, fire sprinkler, electrical switchboards, panels, associated J-boxes and conduits. In addition, the fee will include the recommendation and design for the replacement of the existing vertical drain stacks, new and existing through deck drains and associated piping, fire sprinkler piping as well as the replacement of the electrical switchboards, panels and associated j-boxes and conduit that is noticeably beyond its useful life.

It is the goal of West Plains Engineering to provide comprehensive engineering services for this project as a trusted partner in its success. Therefore, our proposed services include mechanical and electrical design for the preparation of construction documents as well as project oversight assistance with the contractor during the bidding and construction process. Please note the optional services listed below that are not currently part of this fee proposal. These optional services are intended to further define the scope and may be added by amendment to the agreement should you desire any of them.

Design services include site investigation. We have anticipated four interim submittals at approximately 35%, 65%, 95%, and Construction Drawing design levels respectively for review by Owner. This proposal also includes Bid Phase services which include answering contractor questions and issuance of addendums as necessary. WPE will also attend a Pre-Bid meeting and assist with evaluate contractors’ bids. This proposal also includes Construction Phase services which includes answering contractor questions, RFI’s, shop drawing, preparation of any necessary change orders (change orders that add
significant scope to the project shall require negotiation for additional design fees). Services will also include an interim site observation and substantial completion site observation and associated reports. We will also provide electronic as-built drawings based on contractor supplied redlines and review of Operations and Maintenance manuals.

This proposal does not include the following optional services:
- Pre-Construction meeting attendance.
- Short circuit study, coordination study, arc flash analysis.
- Commissioning Services.
- Post-bid Value engineering and associated redesign. If these services are needed, they shall be provided on an hourly cost basis.
- Change orders resulting from a change in scope, as requested by the Owner – see below for additional services fees for these items.

We propose to provide design services, as described above for a lump sum fee of Eighteen Thousand, Two Hundred Dollars ($18,200.00) plus tax. The fee is broken down as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kick-Off Mtg/Site Investigation/35% Design Develop</td>
<td>$ 5,800.00</td>
</tr>
<tr>
<td>65% Construction Documents</td>
<td>$ 4,200.00</td>
</tr>
<tr>
<td>95% Construction Documents</td>
<td>$ 2,200.00</td>
</tr>
<tr>
<td>Final Construction Documents</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>Bid Phase Services</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>Construction Administration</td>
<td>$ 4,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$18,200.00</strong></td>
</tr>
</tbody>
</table>

WPE will provide pdf submittals of design documents for each submittal for printing and reproduction by others.

We have assumed that WPE will be furnish with base plans in ACAD electronic media format for us to perform our design.

Engineering Consultants fees will be billed on a monthly basis, to be included in the Structural Engineers regular billings. Monthly billings will be based on the level of completion of engineering services, with respect to the above breakdown of services. Fees are due and payable upon Structural Engineer's receipt of corresponding related fees from Owner and shall be paid within ten (10) days thereof. All unpaid accounts shall be charged interest at the rate of 1% per month.

AN ENGINEERING SOLUTION CENTER
westplainsengineering.com

RAPID CITY, SD  ▪ SIOUX FALLS, SD  ▪ BISMARCK, ND  ▪ CASPER, WY  ▪ CEDAR RAPIDS, IA
If the above is satisfactory, please include this proposal as an attachment to your contract for signature by our office.

Sincerely,

Michael R. Sigman, P.E.
Office Manager, Electrical Engineer

Attachments: WPE Schedule of Hourly Rates and Expenses
Schedule of Hourly Rates and Expenses

### Hourly Rates

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$240.00</td>
</tr>
<tr>
<td>Office Manager</td>
<td>$200.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$175.00</td>
</tr>
<tr>
<td>Senior Project Engineer / Designer</td>
<td>$150.00</td>
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<tr>
<td>Project Engineer / Designer</td>
<td>$130.00</td>
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<tr>
<td>Designer II</td>
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<tr>
<td>Designer</td>
<td>$85.00</td>
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<tr>
<td>Draftsperson II</td>
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<tr>
<td>Draftsperson</td>
<td>$65.00</td>
</tr>
<tr>
<td>Administration / Clerical</td>
<td>$60.00</td>
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### Reimbursable Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage</td>
<td>$0.56/mile</td>
</tr>
<tr>
<td>Meals</td>
<td>At cost</td>
</tr>
<tr>
<td>Lodging</td>
<td>At cost</td>
</tr>
<tr>
<td>Miscellaneous (i.e. outsourced printing,</td>
<td>At cost</td>
</tr>
<tr>
<td>long distance phone calls, shipping,</td>
<td></td>
</tr>
<tr>
<td>photography, etc.)</td>
<td></td>
</tr>
</tbody>
</table>

All rates effective September 2021
To: Mr. Stephen Kilber, PE
Albertson Engineering Inc.
3202 West Main, Suite C
Rapid City, SD 57702

RE: Proposal for Architectural Services – Block 75 Parking Garage

Date: December 2nd, 2021

Dear Stephen,

I am pleased to provide a proposal for Design Services for this project. The project includes design and construction of stair enclosures at the existing Block 75 Parking Garage in Rapid City, SD. Current conditions of the stairs show deterioration from elements over a 20-year span that include rust, spalling concrete, and unlevelled floors at both landings and stair treads. Below description outlines the scope of those services included.

**Scope of Services**

Architectural Services

- Coordination with structural portions, in particular
  - Review of As-built conditions to provide recommendations for architectural/life-safety items that are to be repaired/corrected as part of the up-coming project
  - Design of façade enclosures around the two existing stair wells. Similar to the look and layout of the Pennington County Parking Garage stairways
  - Provide rendering services as the new enclosure and potential color changes of the steel stairs and enclosures may need to go in before Historic preservation review

**Compensation for Services:** For the above described services, we propose compensation as follows:

**Original Fee:**
We propose a lump sum fee of **$21,500.00** (applicable taxes not included), billed monthly.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design</td>
<td>$3,225.00</td>
</tr>
<tr>
<td>Design Development</td>
<td>$4,300.00</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>$8,600.00</td>
</tr>
<tr>
<td>Bidding/Negotiation</td>
<td>$1,075.00</td>
</tr>
<tr>
<td>Construction Administration</td>
<td>$4,300.00</td>
</tr>
<tr>
<td>Total</td>
<td><strong>$21,500.00</strong></td>
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</tbody>
</table>
Timing:

- All contracts executed by December 15, 2021
- Start of Field Investigation, January 3rd, 2022
- End of Initial Field Work, Site Survey January 28th
- Provide As-Built Set to City – February 11th
  - Review Meeting of Findings Repair Items Week of February 18th
- Submittal of 35% Construction Documents – Submit to City March 18th
  - Review Meeting Week of March 28th
- Submittal of 65% Construction Documents – Submit to City Week of April 29th
  - Review Meeting of 65% Construction Documents Week of May 9th
- Submittal of 100% Construction Documents – Week of June 10th
- Project Goes out to Bid June 13th
- Bids Opened July 1st
- Contractor Selected July 6th
- Contractor awarded July 15th
- Start of Construction July 15th
- Construction Window – TBD, Likely Between 3 and 5 months

Owner will provide all geo-technical information, environmental assessments, survey and plat. All large format construction document printing costs will also be by the owner.

Authorization to Proceed
If this proposal is acceptable, we will prepare an appropriate AIA Contract for A/E services for review and execution. This proposal will be good for 30 days. We look forward to working with you again.

Sincerely,

Jared Carda, AIA
Associate Principal Architect

Stephen Kilber, PE
Structural Engineer

Enclosure: Sub-Consultant Items
Sub-consultant Scope Items

**Mechanical/Electrical**

- Provide as-built information for the existing garage as to electrical power, lights, junction boxes, vertical drain stacks, through deck drain holes, suspended pipes, etc.
- Review existing vertical drain stacks for repair/replacement due to corrosion
- Review existing conduit runs within the garage to remove and replace due to corrosion. A non-metallic, sealed conduit material is preferred
- Provide new through floor deck drains to alleviate moisture buildup on the deck. Locations to be coordinated with structural.
- Provide recommendations for existing cabinet around main boxes at the vertical ramp wall on the north side of the garage.

**Architectural**

- Review of As-built conditions to provide recommendations for architectural/life-safety items that are to be repaired/corrected as part of the up-coming project
- Design of façade enclosures around the two existing stair wells. Similar to the look and layout of the Pennington County Parking Garage stairways
- Provide rendering services as the new enclosure and potential color changes of the steel stairs and enclosures may need to go in before Historic preservation review

**Site Survey and Civil**

- Provide ground floor survey plan that shows the:
  - Parking Garage structure and stairs, columns,
  - Curb and Gutter
  - Adjacent Mainstreet Square Buildings
  - Site Utilities (Required to know for new stair facades)
  - Provide survey shots on the existing parking spots throughout the entire garage
- Include all parking garage and main street square items from south side of alley to north property line, from centerline of 5th street to center line of 6th street
- Civil Design – Review of the site drainage at the north side of the garage. City has noted drainage issues toward the railroad right of way
- Pavement patching will be outside our scope. These will fall under structural items

**Proposed Schedule**

1. All contracts executed by December 15, 2021
2. Start of Field Investigation, January 3rd, 2022
3. End of initial Field Work, Site Survey January 28th
4. Provide As-Built Set to City – February 11th
   a. Review Meeting of Findings Repair Items Week of February 18th
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13. Construction Window – TBD, Likely Between 3 and 5 months
December 15, 2021

TO: Albertson Engineering  
Attn: Stephen Kilber, PE 605.343.9606

RE: Investigative Support – RC Parking Ramp

Stephen,

As reviewed and discussed, our unit cost Estimate provided below in support of your investigative work required of the Rapid City Parking Garage, adjacent Main Street Square. Unit costs extended would represent mobilizing equipment to the site, bird netting removal and full-time equipment operator for an estimated 8 days in engineering support. Bird netting would then get reinstalled after all engineering effort would be complete.

<table>
<thead>
<tr>
<th>SEQ</th>
<th>DESCRIPTION</th>
<th>MAT</th>
<th>QTY</th>
<th>DIRECT COST</th>
<th>LAB QTY</th>
<th>DIRECT LABOR</th>
<th>SUBS</th>
<th>EQUIP</th>
<th>TOTAL COSTS</th>
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<tbody>
<tr>
<td>1</td>
<td>Hold down 2 ea</td>
<td>$0</td>
<td>$250</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>$250</td>
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<tr>
<td>2</td>
<td>Service Lift (demo &amp; Engineering time)</td>
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<td>$0</td>
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<tr>
<td>3</td>
<td>Generator</td>
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<tr>
<td>4</td>
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<td>$0</td>
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<td>65 hrs</td>
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<tr>
<td>5</td>
<td>2.0 mm TVP on screen replace bird screen</td>
<td>3 days</td>
<td>$0</td>
<td>$0</td>
<td>65 hrs</td>
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<tr>
<td>6</td>
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<td>7</td>
<td>Misc. Materials/Fuel</td>
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$500

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<th>SUBS</th>
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<tbody>
<tr>
<td></td>
<td>COSTS</td>
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<td>SUBTOTAL</td>
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<td>6% TAX %</td>
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<td>TOTAL</td>
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</tbody>
</table>

Unit costs can be adjusted accordingly where actual time required on site would be adjusted, please contact us with any questions or where additional information might be required. We appreciate the opportunity.

Respectfully,

Todd Wirth, Project Manager
Complete Contracting Solutions
CITY of RAPID CITY

Agenda Item Summary

Public Works Committee Meeting Date: 2/1/22
City Council Meeting Date: 2/7/22

Staff Contact: Rod Johnson

Location: 410 Sixth Street

Petitioner: City of Rapid City

Agenda Title:
Request Authorization for Mayor and Finance Officer to sign a Professional Services Agreement with Albertson Engineering Inc. for Block 75 Parking Ramp Maintenance Project #2689 in the amount of $172,896.00.

Summary:
Design and construction administration of Block 75 Parking Ramp Maintenance, including concrete repair, concrete crack and joint sealants, joint reinforcement, stair tower improvements, plumbing and electrical improvements.

Funding Source & Fiscal Impact (if applicable):

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>PL&amp;A 610</td>
<td>870</td>
</tr>
</tbody>
</table>

X Budgeted  Not Budgeted

Recommendation:
Action: Approve

City Council Options:

Attachments & Links: