REQUEST AUTHORIZATION FOR MAYOR AND FINANCE DIRECTOR TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

Project Name & Number: Sheridan Lake Road Reconstruction – Corral Drive to Catron Boulevard  CIP #: 51122
Project No. 20-2579

Project Description: This contract is for preliminary design, final design and bidding services for the reconstruction and widening of Sheridan Lake Road from Corral Drive to Catron Boulevard. This project includes urban street reconstruction and utility adjustments along Sheridan Lake Road, including 5 lanes, curb & gutter, intersection improvements, storm sewer, sidewalk/bike path, street lighting and signalization, retaining walls, and adjustments to the existing sanitary sewer and water mains as necessary.


Original Contract Amount: $928,960.00  Original Contract Date: March 7, 2022
Original Completion Date: March 1, 2024

Addendum No:
Amendment Description:

Current Contract Amount: $928,960.00  Current Completion Date: 
Change Requested:
New Contract Amount: $0.00  New Completion Date: 

Funding Source This Request:

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Agreement Review & Approvals

Project Manager  Date  2/15/22
Division Manager  Date  2/18/22
CIP Manager  Date  2/18/22
Department Director  Date  2/21/22
City Attorney  Date  2/24/22

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
(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

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Rev. 03/2009
Agreement Between City of Rapid City and Ferber Engineering Company, Inc., for Professional Services for Sheridan Lake Road Reconstruction – Corral Drive to Catron Boulevard, Project No. 20-2579 / CIP 51122

AGREEMENT made ______________, 20___, between the City of Rapid City, SD (City) and Ferber Engineering Company, Inc., (Engineer), located at 729 E Watertown Street, Rapid City, SD 57701. City intends to obtain services for Sheridan Lake Road Reconstruction – Corral Drive to Catron Boulevard, Project No. 20-2579 / CIP No. 51122. 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 $928,960.00 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 March 1, 2024 based on award date of March 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—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:

John Van Beek, PE
Ferber Engineering Company, Inc.

DATE: _________________________  DATE: 2/17/22
ATTEST:

PAULINE SUMPTION, FINANCE DIRECTOR

Reviewed By:

Sara Odden, PROJECT MANAGER

DATE: 2/17/2022

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME Sara Odden, PE
PHONE 605.394.4154
EMAIL sara.odden@rcgov.org

ENGINEER'S DESIGNATED PROJECT REPRESENTATIVE

NAME Adam Krogman, PE, PTOE
PHONE 605.343.3311
EMAIL adamkrogman@feberengineering.com
EXHIBIT A

The City of Rapid City has determined the need to procure professional services including Preliminary Design Services, Final Design Services, and Bidding Services for the Sheridan Lake Road Reconstruction Project. This project includes urban street reconstruction and utility adjustments along Sheridan Lake Road from Catron Boulevard to Corral Drive including five (5) lanes, curb & gutter, intersection improvements, storm sewer, sidewalk/bike path, street lighting and signalization, retaining walls, and adjustments to the existing sanitary sewer and water mains as necessary.

Tasks 1 through 3 presented in this Exhibit are standard items requested by the City of Rapid City. Task 4 Basic Construction Services and Task 5 Expanded Construction Services will be completed under separate agreement and/or future amendment to this contract.

Anticipated Bid Opening Date: January 2024

TASK 1 - PRELIMINARY DESIGN SERVICES:

This task consists of all services necessary to take the project from beginning through the Preliminary Design submittal stage and may include the following itemized services.

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

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

1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be in NAD 83 (2011) NAVD 88 South Dakota State Plane South Zone. The horizontal and vertical coordinates shall be established from the Rapid City Primary Control Network.
   A. Professional Geospatial Services: Provide professional geospatial services through Subconsultant contract with Frontier Precision consisting of mobile lidar data acquisition and processing of the project area.
   B. Reduce line work and surface features from field survey for use in design drawings.
   C. Create existing surface model from field survey for use in design drawings

1.4 Provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area).

1.5 Geotechnical Investigation: Provide the following geotechnical services through Subconsultant contract with American Engineering Testing Inc. Geotechnical report will be included in the bid documents.
   A. Soil borings at fourteen locations with standard penetration test (SPT) sampling to depths of approximately 10 feet.
   B. Perform three resistivity tests in the field at locations evenly spaced along the alignment.
C. Prepare a report presenting the logs of the test boings, laboratory test results, a review of engineering properties of the onsite soils, geotechnical engineering opinions and recommendations regarding excavation of the subgrade soils, fill placement, backfill and compaction requirements, as well as asphalt and/or concrete pavement sections.

1.6 Electrical Design: Provide electrical engineering services through Subconsultant contract with West Plains Engineering.
   A. Streetlight design and layout
   B. Coordination and design for electrical service(s) to support the lighting on this segment of Sheridan Lake Road
   C. Design and layout of two new traffic signals at Catron Boulevard and Corral Drive.

1.7 Structural Design: Provide structural engineering services through Subconsultant contract with Albertson Engineering.
   A. Design of retaining wall sections. The types of retaining walls will be determined during the design process but are anticipated to include 8-10 independent retaining wall sections with heights up to 10 feet.
   B. Design of cast-in-place concrete inlet and outlet structures at two drainage crossings of Sheridan Lake Road.
   C. Design of signal foundations. At this time, it is anticipated to have four signal poles each at both the Catron Boulevard and Corral Drive intersections.
   D. Design of foundations for light poles.

1.8 Traffic Engineering: Provide traffic engineering services through Subconsultant contract with JEO Consulting Group.
   A. Data Gathering
      1) For design analysis and decision-making, existing and future forecast volumes will be used as documented in the 2019 Sheridan Lake Road Traffic Study Report
      2) For the evaluation of construction-related impacts including, but not limited to, time periods when area schools are not in session (i.e., summer), JEO will gather historical data using Streetlight Data at up to (4) intersections. Where relevant, existing volumes documented in the 2019 Sheridan Lake Road Traffic Study Report will be used for construction-year analysis scenarios.
   B. Intersection Operations & Safety Analysis
      1) At Sheridan Lake Road & Catron Boulevard
         i. Assist design team in developing final intersection lane configurations including, but not limited to:
            • Evaluation of type of right-turn lanes where warranted (traditional right-turn lanes vs. free right-turn lanes)
            • Evaluation of north/south lane alignment and continuity to verify that the intersection will not require reconstruction when Sheridan Lake Road improvements are implemented south of Catron Boulevard
Sheridan Lake Road Reconstruction  
PROJECT NO. 20-2579 / CIP 51112

- Queuing analysis to determine turn lane storage length requirements
  ii. Provide recommended, initial signal timings for:
      - Construction (1 scenario; up to three time-of-day plans)
      - Post-construction (Sheridan Lake Road fully open to traffic; up to three time-of-day plans)

2) At Sheridan Lake Road & Corral Drive
   i. Assist design team in developing final intersection lane configurations including, but not limited to:
      - Evaluation of type of right-turn lanes where warranted (traditional right-turn lanes vs. free right-turn lanes)
      - Queuing analysis to determine turn lane storage length requirements
   ii. Provide recommended, initial signal timings for:
       - Construction (1 scenario; up to three time-of-day plans)
       - Post-construction (Sheridan Lake Road fully open to traffic; up to three time-of-day plans)

C. Other study area intersections
   1) Assist design team in developing final intersection lane configurations including, but not limited to:
      i. Queuing analysis to determine turn lane storage length requirements

D. Access management
   1) Selection of the typical section, specifically, where raised medians are recommended and resulting impacts to driveways/streets where full movement access is removed
   2) Evaluate U-turn treatments at both Summerset Drive intersections including the feasibility of roundabouts
   3) Treatments to accommodate emergency vehicle access at the driveway along Catron Boulevard, immediately east of Sheridan Lake Road (future home of police station)

E. Multi-modal Accommodations
   1) Advise design team on appropriate pavement marking and traffic signal infrastructure to safely accommodate pedestrians and bicyclists across the north leg of the Catron Boulevard intersection which serves as a segment of the area bike trail network.
   2) Advise design team on appropriate treatments to safely cross Sheridan Lake Road at, or in association with, the following locations or facilities:
      i. Calvary Lutheran Church
      ii. Summerset Drive/Chateaux Ridge (only if a roundabout is constructed at this intersection; otherwise, a pedestrian crossing is not recommended at this location)
iii. Summerset Drive (north) (only if a roundabout or a median on the south leg of the intersection is constructed; otherwise, a pedestrian crossing is not recommended at this location)
iv. Corral Drive

F. Maintenance of Traffic

1) Evaluate detoured/diverted traffic impacts at the following intersections and recommend mitigation strategies, as necessary:
   i. US-16 & Moon Meadows Drive
   ii. SD-44 (Jackson Boulevard) & Park Drive

2) Advise design team on pedestrian/bicyclist accommodations during construction

G. Design and Plan Review

1) Provide design guidance and plan review related to:
   i. Roundabouts at one, or both Summerset Drive intersections
   ii. Traffic pavement markings throughout project limits
   iii. Traffic signalization at Catron Boulevard and Corral Drive intersections
   iv. All pedestrian-related accommodations

1.9 Water system improvements.

A. Evaluate existing water system for compliance with IDCN for an arterial street.
B. Evaluate if dual water mains are required for the arterial streets in the project area.
C. Evaluate the existing water system to verify a minimum six foot bury depth will be met after construction of the new roadway is complete.
D. Evaluate and provide recommendations for cathodic protection of the existing unprotected water system in the project corridor.
E. Review 2008 Master Plan recommendations for water supply to the Southwest Booster Station.
F. Review appropriate information in upcoming water system master plan.
H. Prepare preliminary layout and profile to extend appropriately sized Arrowhead transmission main from the Southwest Booster Station to north construction limit. No hydraulic modeling of the water system will be completed.

1.10 Sanitary sewer system improvements.

A. City will video and/or provide previously collected CCTV video to Engineer for review.
B. Review sewer video to determine if spot improvements to the sanitary sewer main is necessary during completion of the project.
C. Prepare details of improvements, if necessary.

1.11 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 confirm water is shutoff by the curb stop.

E. Water services will be verified by Engineer’s utility locating subcontractor using available tracer wire or by connecting to metallic water service components inside of each structure.

1.12 Determine locations of existing sanitary sewer services.

A. Rapid City Utility Maintenance will provide locating services of all sanitary sewer mains and services.

B. Engineer will retain the services of a third party to provide video inspection of sanitary sewer services.

C. Sewer services will be inspected via recorded CCTV from each structure to the sanitary sewer main using a locator. CCTV inspection will be completed in accordance to NASSCO standards. Location of the sanitary sewer camera/service line will be recorded on the ground surface using GPS survey equipment.

D. To resolve conflicting information, Engineer and/or its subconsultant may utilize dye tablets to determine sewer service tap locations.

E. 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.

1.13 Determine condition of existing storm sewer in Sheridan Lake Road for potential reuse.

A. City will provide video of existing storm sewer and provide to Engineer.

B. Engineer will review storm sewer videos and provide recommendations for any necessary repairs for storm sewer to be reused if possible.

1.14 Develop a technical memorandum describing alternatives for options to reroute Vista Hills Drive or improve the existing intersection with Sheridan Lake Road.

A. Evaluate horizontal and vertical alignment options to connect Vista Hills Drive to Easy Street.

B. Define the appropriate typical section for a potential connection to Easy Street.

C. Model the corridor(s) and create cross sections to determine grading limits and generate quantities of required earthwork.

D. Determine the most feasible horizontal and vertical alignment option and create conceptual plan and profile sheets of the selected alignment for the connection to Easy Street.

E. Evaluate the need for retaining walls along the new alignment.
F. Meet with affected property owners to determine the feasibility of the Easy Street connection.

G. Investigate potential conflicts with existing water and sanitary sewer infrastructure and determine if connecting adjacent properties to the City water system is appropriate at this time.

H. Submit technical memorandum to City for review.

I. Incorporate the realignment of Vista Hills Drive or improvements to the Sheridan Lake Road/Vista Hills Drive intersection into the final project plans as determined by the City’s review of the technical memorandum.

1.15 Develop and distribute a survey questionnaire to property owners adjacent to proposed construction areas prior to the Preliminary Design Submittal.
   A. 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.
   B. Questionnaires would be returned to and evaluated by the Engineer, 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.

1.16 Review existing regional drainage facilities within project area.
   A. Review Arrowhead Drainage Basin Design Plan (DBDP).
   B. Evaluate west side drainage basins to determine if DBDP contributing locations and areas are still valid.
   C. If basins are determined to be significantly different than the original DBDP, new basin areas and other basin characteristics will be developed and remodeled using currently accepted modeling platforms.
   D. Develop a Technical Memorandum to outline the revised hydrologic calculations for revised contributing basins.
   E. Develop special junction box details and other improvements for the regional drainage crossings of Sheridan Lake Road.

1.17 Complete Local Drainage Design
   A. Develop storm inlet layout to conform to RCIDCM.
   B. Evaluate the capacity of the existing Sheridan Lake Road storm sewer system.
   C. Evaluate off-street areas that may need to drain to proposed storm sewer system.
   D. Develop preliminary design of parallel storm sewer system to accommodate additional necessary capacity to conform to RCIDCM.
   E. Create Storm Sewer Analysis hydraulic model to evaluate the storm sewer system.

1.18 Evaluate impacts of project on the Arrowhead Drainage Special Flood Hazard Area
   A. Obtain Arrowhead Drainage Flood Insurance Study data, including, but not limited to hydrologic models, hydraulic models, work maps, etc. from the Federal Emergency Management Agency (FEMA).
B. Complete hydraulic model verification.
C. Verify that existing Sheridan Lake Road geometry is properly reflected in the hydraulic model.
D. Evaluate proposed Sheridan Lake Road geometry alternatives and their effects on published water surface elevations.
E. Prepare proposed grading outside of proposed street footprint to verify that there are no modeled base flood elevation changes.
F. Prepare City of Rapid City Floodplain Development Permit application.
G. Prepare “No-Rise” Certificate to accompany permit application.
H. This project is not anticipated to require a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) through FEMA.

1.19 Complete wetland delineation at points of probable project disturbance within the Arrowhead Drainage and contributing tributaries.
   A. Complete appropriate wetland delineation forms and survey marked boundaries of wetland(s).
   B. Develop avoidance and mitigation measures for the project.
   C. Coordinate with the United States Army Corps of Engineers (USACE).

1.20 Private Utilities Base Plan Verification Meeting: The Engineer 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.

1.21 Preliminary Design Submittal

The Preliminary Design Submittal shall generally consist of the following documents:

A. Preliminary Design Report

Prepare a Preliminary Design Report: The Engineer shall establish and indicate project specific design criteria and standards within the Preliminary Design Report (including ADA requirements). The Engineer shall submit all design assumptions for pipe sections, water, sewer, and storm sewer locations, pavement sections, etc.

The Preliminary Design Report shall evaluate and recommend pavement design, preliminary horizontal and vertical alignments for utilities, roadways, project phasing and limits, and other public improvements. Establish typical section(s), lane configurations, curb & gutter layout, pavement jointing and extent of sidewalk/bike path construction incorporating appropriate ADA requirements. Identify locations of required retaining walls and the configuration of driveways and intersecting roadways. Establish pipe sizes, drainage system capacity, need for underdrain, complete water quality assessment, etc. Model the proposed corridor and create cross sections to determine grading limits and generate quantities of required earthwork. Provide justification for the facility and analysis of alternatives. The project’s geotechnical report shall be included within the Preliminary Design Report and include soil classifications, N values, water levels, proctors, CBR’s, resistivity tests, pavement design, and testing recommendations.
An opinion of probable construction cost for the project shall be included. The costs shall be itemized based on the City’s standard bid items and appropriate contingency item allowance.

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

Identify the existing right-of-way (ROW) location and any ROW or easements necessary for the Project. Include size and extent of such ROW and easements and contact information of property owners. It is the intent of this project to acquire ROW as necessary to achieve a minimum 100-foot ROW width for the length of the project corridor.

Identify all non-conforming water and sewer service lines and include a map showing a proposed solution to making them conform with the City’s current standards.

Submit one (1) copy and a PDF version of the Preliminary Design Report and preliminary plans and specifications to City of Rapid City’s project manager for review and comment.

B. Preliminary Drawings

Provide one (1) copy and a PDF version of the preliminary drawings. The preliminary drawings will contain the following sheets:

1) Cover Sheet – Including an index of Sheets indicating the anticipated drawing sheets shall be provided.
2) Alignment Data and Survey Control Sheet – The Survey Control sheet shall include control points with Northing, Easting, Elevation, and. Horizontal alignments including beginning and end stations, and deflections and curve data. Combined ground to grid scale factor and Basis of Bearings.
3) Property Layout and Land Ownership Sheets
4) Typical Section Sheets
5) Plan and Profile Sheets - Show existing and proposed utility mains and existing services, storm sewers, driveway locations, fittings, and proposed surfacing and drainage items. 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.
6) Cross Section Sheets
7) Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.

1.22 Attend submittal review meeting with City staff, if necessary.
1.23 Revise items listed in 1.21A based on comments from City review and incorporate additional design features as necessary to bring the plans to the 65% design level. Provide one (1) copy and a PDF version of the 65% drawings. The 65% drawings will contain the sheets as listed in 1.21B.

1.24 Meet with critical property owners to gauge interest in, and acceptability of, various design elements called for in the 65% design plans.

**TASK 2 - FINAL DESIGN SERVICES:**
This task consists of all services necessary to take project from Task 1 Preliminary Design Services through the Final Design Services and may include the following itemized services.

2.1 Address City comments from the Task 1 City review(s) and finalize Preliminary Design Report. The Preliminary Design Report should be now titled “Project Design Report”,

2.2 Determine removal limits with approval of City of Rapid City representative.

2.3 Incorporate design features as necessary to meet the requirements outlined in the Project Design Report,

2.4 Incorporate ADA compliance items, for example fillet, driveway and sidewalk improvements. All applicable ADA requirements shall be outlined in the Project Design Report.

2.5 Provide a complete stormwater pollution prevention narrative and plan including detailed erosion and sediment control measures and specifications.
   A. Design and layout required temporary erosion and sediment control devices.
   B. Design and layout required permanent erosion and sediment control devices.
   C. Prepare SWPPP document.
   D. Create special erosion and sediment control details as necessary.

2.6 Provide detailed traffic control plans showing all devices required for a MUTCD compliant plan.
   A. Create special traffic control details as necessary.

2.7 Provide a Project Sequence of implementation and phasing schedule which shall include such items as traffic control, erosion and sediment control, utility installations, paving, restoration, and construction milestones.

2.8 Create a detailed list of all potential utility conflicts caused by the project. City Project Manager shall schedule the Private Utility Coordination Meeting. The Engineer shall prepare the meeting agenda and include the list of utility conflicts for discussion at the meeting. The Engineer shall document the resolution of each utility conflict agreed upon by each utility company.

2.9 Provide the City Project Manager a list of all private utility conflict resolutions. If private utilities will need to be relocated, assist PM as necessary with formal notification.

2.10 Provide private utility relocation plans.
   A. Plans will identify a location for a common utility trench on one or both sides of Sheridan Lake Road as necessary.
B. Plans will provide horizontal and vertical locations for all utilities to be relocated.

C. The private utility relocation drawings will contain the following sheets:
   1) Cover Sheet.
   2) General Notes Sheets.
   3) Alignment Data and Survey Control Sheet – The Survey Control sheet shall include control points with Northing, Easting, Elevation, and Horizontal alignments including beginning and end stations, and deflections and curve data. Combined ground to grid scale factor and Basis of Bearings.
   4) Plan and Profile Sheets - Show existing and proposed utility mains and existing services, storm sewers, driveway locations, fittings, and proposed surfacing and drainage items. The utilities should be shown in profile as well.
   5) Cross Section Sheets

2.11 If desiring exceptions from City requirements or specifications, it is the Engineer’s responsibility to request and secure exceptions. Failure by the City to comment on a non-conforming item during a review does not constitute the granting of an exception. Exceptions to the Standard Specifications shall be documented on the Title sheet of the construction plans. The table shall include the following:
   A. City Exception File Number
   B. Specification Section
   C. Description
   D. Stipulations

2.12 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Typically, project drawing specific issues should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification.

2.13 Provide complete 11”x17” plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards. Plans documents shall adhere to current City of Rapid City guidelines.

A. The final plans will contain the following sheets:
   1) Cover Sheet.
   2) Estimate of Quantities and Legend Sheet
   3) General Notes Sheets.
   4) Alignment Data and Survey Control Sheet – The Survey Control sheet shall include control points with Northing, Easting, Elevation, and Horizontal alignments including beginning and end stations, and deflections and curve data. Combined ground to grid scale factor and Basis of Bearings.
   5) Property Layout and Land Ownership Sheets.
   6) Removals Sheets
   7) Construction traffic control and phasing sheets.
   8) Erosion and sediment control notes, layouts and detail sheets
9) Typical section sheets.
10) Street and storm sewer plan and profile sheets.
11) Water and sanitary sewer plan and profile sheets.
12) Surfacing layout sheets.
13) Pavement marking and permanent signing sheets.
14) Street lighting and traffic signal layout sheets.
15) Signal timing sheets.
16) Special detail sheets including structural retaining wall details.
17) City of Rapid City Standard Details.
18) Cross Section Sheets

2.14 Staking information shall include:
   A. Station offsets and required grades for all items of work requiring field staking.

2.15 Arrange and conduct a public open house with affected residents. The open house shall be held sufficiently ahead of the project advertisement for bids such that public comments and concerns may still be addressed within the final project documents. Notice of the open house shall be mailed to all property owners adjacent to the proposed work area(s), as well as those in the immediate area who may be directly impacted by the construction, as determined by the City. The Notice shall be mailed on City letterhead and shall bear the City Project Manager Signature. The Engineer shall tabulate the public comments and concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.

2.16 Facilitate ROW and permanent and/or temporary construction easement acquisition, and obtain property owner contact information, prepare easement and/or ROW exhibits as necessary, provide copies of current deeds and GIS parcel reports of properties where ROW and/or easements are needed, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings as needed. The City will prepare necessary legal documents.

2.17 Provide one (1) copy and a PDF version of the finalized Project Design Report,

2.18 Provide one (1) copy and a PDF version of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City’s project manager for review. The Final Design Services submittal will be made to the City when the Engineer believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.

2.19 Address Final Design Services submittal staff comments as necessary.

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

2.21 Prepare and submit applicable permits with exhibits the City will need for the project.

   A. Rapid City Floodplain Development Permit

   B. Coverage under the South Dakota Department of Agriculture and Natural Resources (SDDANR) General Permit Authorizing Stormwater Discharges Associated with Construction Activities

   C. United States Army Corps of Engineers (USACE) 404 permit or Preconstruction Notification, whichever is necessary.

2.22 Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost. Typically, all permit costs are the Contractor’s obligation except as indicated in the City’s contract front end documents.

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

2.24 Deliver the following:

   A. Provide one (1) copy and a PDF version of bid documents including complete plans, specifications, and Engineer’s Estimate of probable construction cost to the City of Rapid City’s project manager for City distribution.

   B. Provide complete electronic plans compatible with current AutoCAD release.

      1) Provide all topographic, control, and design points in the .dwg file and in tabular format, both electronically and on hard copy printout.

   C. Provide complete specifications and contract documents in Microsoft Word.

   D. Provide a unit price cost estimate in Microsoft Excel on the City of Rapid City “Engineer’s Estimate” form.

      1) Provide Engineer’s Estimate of probable construction costs as a component of this submittal.

   E. Provide all final design documents in PDF format.

2.25 The City will submit plans and specifications to the Department of Agriculture and Natural Resources for approval, and the Engineer shall address any comments or corrections required.
TASK 3 – BIDDING SERVICES:

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

3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
3.2 Engineer shall proof print quality at printers before full production of copies are made.
3.3 Arrange and conduct a Pre-bid Conference, prepare an agenda, and record attendance and minutes. Distribute minute copies to only Engineer and City. The pre-bid meeting may be held virtually. Whether in person, or held virtually, the Engineer shall prepare a presentation explaining the project limits and scope to be presented to potential bidders.
3.4 Prepare and issue addenda to the bid documents as required.
3.5 Review Bidder’s Proposals and review and sign the City Engineering Services prepared Bid Tab and prepare an award recommendation letter to the City of Rapid City project manager.
3.6 Engineer will prepare “As-Constructed” plans and specifications. A hard copy of “As-Constructed” plans and specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Engineer will provide PDF’s and CAD files electronically. The digital submittal must be compatible with current AutoCAD Civil 3D release and contain all files and data packaged in a format that will allow City personnel to seamlessly open “As-Constructed” drawings. Engineer will work with the City CAD technician, in person, to demonstrate the CAD file operation and compatibility with City CAD software.

PROJECT TEAM, MEETINGS AND SUBMITTALS

Project team members will include:

• Ferber Engineering Company, Inc.
  o American Engineering Testing, Inc. (Geotechnical Engineering)
  o West Plains Engineering, Inc. (Electrical Engineering)
  o Albertson Engineering (Structural Engineering)
  o JEO Consulting Group (Traffic Engineering)
  o Jim’s Private Utility Locating (Water Service Locating)
  o Rapid Rooter (Sanitary Sewer Service Locating/CCTV Inspection)

• City Engineering Services staff
  o Operations Division staff
  o Utility Maintenance Division (Service area and O&M related issues)
  o Water Division
  o Water Reclamation Division
Engineer will attend the following meetings:
- Kickoff Meeting. Task 1
- Private Utility Base Plan Verification Meeting. Task 1
- Preliminary Design Submittal review meeting (35%). Task 1
- Design Submittal review meeting (65%). Task 1
- Private Utility coordination meetings. Task 2
- Public Open House. Task 2
- Final Design Services submittal review meeting. Task 2
- Prebid Conference. Task 3

Submittals to be made by the Engineer include:
- Preliminary Design Submittal (35%). Task 1
- Design Submittal (65%). Task 1
- Final Design Services Submittal. Task 2
- Bid Documents Submittal. Task 2
- Prebid conference meeting minutes. Task 3
- Bid Tab and award recommendation. Task 3
- As-constructed drawings. Task 3

Meeting minutes will be provided to the City within five working days of the meeting of interest. The City will have ten working days for review of the Preliminary Design Services and Final Design Services Submittals.

Project Schedule
- Preliminary Design Submittal – October 28, 2022
- 65% Design Service Submittal – December 30, 2022
- Final Design Services Submittal – May 12, 2023
- Project Bid Opening Date – January 2024
## EXHIBIT B

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### TASK 1 TOTAL

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<td>3.3</td>
<td>Arrange and Attend Pre-bid Conference</td>
<td>$9,080.00</td>
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<td>3.4</td>
<td>Issue Addenda as Necessary</td>
<td>$8,620.00</td>
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<td>3.5</td>
<td>Review Bidder's Proposal, Bid Tab and Award Summary</td>
<td>$1,580.00</td>
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<td>3.6</td>
<td>Prepare As-Constructed Plans and Specifications</td>
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<td>TASK 3 TOTAL</td>
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<td>SUBTOTAL FOR TASKS 1 - 3</td>
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<td>MAXIMUM LIMITING FEE</td>
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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

SHERIDAN LAKE ROAD RECONSTRUCTION
PROJECT NO. 20-2579 / CIP 51112

SCHEDULE OF CHARGES

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<thead>
<tr>
<th>FEC EMPLOYEE CLASSIFICATION</th>
<th>HOURLY RATE</th>
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<tbody>
<tr>
<td>Principal Professional Engineer</td>
<td>$170.00</td>
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<td>Principal Professional Engineer/Professional Land Surveyor</td>
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<td>GIS Professional/Professional Land Surveyor</td>
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<td>Professional Engineer IV</td>
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<td>Mileage</td>
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<td>Administration/Clerical</td>
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