Agreement Between City of Rapid City and Ferber Engineering Company, Inc., for Professional Services for 143rd Ave and Country Rd Trunk Sewer Extension Project, Project No. 22-2694 / CIP 51220

AGREEMENT made ______________________, 2022, between the City of Rapid City, SD (City) and Ferber Engineering Company, Inc., (Engineer), located at 729 East Watertown Street, Rapid City, South Dakota 57701. City intends to obtain services for 143rd Ave and Country Rd Trunk Sewer Extension Project, Project No. 22-2694 / CIP No. 51220. 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 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 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 $395,015.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

5.3 Progress Payments

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

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

Section 6—Completion of Services

The Engineer shall complete services on or before December 31, 2023 based on award date of April 1, 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:**

STEVIE ALLENDEI, MAYOR

**Engineer:**

JOHN VAN BEEK, FERBER ENGINEERING COMPANY, INC.

DATE: ___________________________ DATE: 3/27/2022

ATTEST:

PAULINE SUMPTION, FINANCE DIRECTOR
Reviewed By:

Nicole Lecy

NICOLE LECY, PROJECT MANAGER

DATE: 3/1/2022

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME  NICOLE LECY
PHONE  (605) 394-4154
EMAIL  Nicole.ley@rcgov.org

ENGINEER'S DESIGNATED PROJECT REPRESENTATIVE

NAME  KEVIN LOWE
PHONE  (605) 343-3311
EMAIL  kevinlowe@ferberengineering.com
EXHIBIT A

The City of Rapid City has determined the need to procure design services for the 143rd Ave and Country Rd Trunk Sewer Extension Project (CIP 51220). The project will determine the alignment of the trunk sewer from the existing Country Rd Sanitary Sewer Lift Station to the outfall just north of the Seger Dr and 143rd Ave intersection. Ferber Engineering Company (FEC) completed the preliminary design for the trunk sewer in 143rd Ave and Country Rd in conjunction with the Seger Drive Reconstruction - Dyess Ave to 143rd Ave Project, No. 13-2086 / CIP 50277.1-3. The trunk sewer alignment was also reevaluated by FEC as part of the Country Rd and 143rd Ave Water Transmission Main Projects, No. 14-2173 & 14-2174. The following Tasks 1 thru 3 will provide additional route analysis, preliminary design, final design, and bidding services for the chosen route.

Tasks 1 through 3 presented in this Exhibit are standard items typically requested by the City of Rapid City and modified herein to describe the necessary work for the project. The scope and fee for Tasks 1 through 3 assume that the selected route is in the center of the right-of-way for both 143rd Ave and Country Rd. Surfacing replacement and road reconstruction for 143rd Ave will meet current county standards. Surfacing replacement for Country Rd will replace surfacing by patching approximately half of the road because the existing road is offset from the center of right-of-way. It is noted that based on the route analysis, a different route for the trunk sewer may be recommended and selected for final design, however, for the purposes of executing the Agreement containing Tasks 1-3 services, the noted route was assumed to identify scope and associated hours.

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: June 2023.

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 will 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 CIP for this project, 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. Review and reproject existing topographic survey from projects 14-2173/14-2174 for 143rd Ave and Country Rd and other routes as needed to complete Task 1.10.
   - B. Provide additional site survey for chosen route after City concurrence has been obtained in the recommended route.

1.4 Organize and attend meetings as necessary to facilitate the preliminary design. Meetings may include:
   - A. Landowners that may be affected by the alternative alignments.
   - B. City Engineering and Planning Department coordination.
   - C. Pennington County coordination.

1.5 Private Utilities Base Plan Verification Meeting: The consultant shall send base plans to the private utilities requesting verification that their utilities are shown correctly per their records. A meeting with the private utilities shall be scheduled after submitting plans to verify that the utilities are shown correctly and to make plan revisions as needed. This task will occur after Task 1.10 when the route has been chosen.

1.6 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 ten locations within the project area with standard penetration test (SPT) sampling to depths of approximately 25 feet.
   - B. Prepare a report presenting the logs of the test borings, laboratory test results, a review of engineering properties of the onsite soils, geotechnical engineering opinions and recommendations regarding excavation of the subgrade soils, possible re-use of existing soils, backfill and compaction requirements, as well as asphalt and/or concrete pavement repair sections.

1.7 Evaluate and verify the trunk sewer main is adequately sized per the most recent Master Plan and previous design reports.

1.8 Provide a minimum of five alternate alignments for the trunk sewer outfall. Each alignment evaluation shall provide the pros and cons, feasibility and anticipated total cost to construct. Potential alignments include the following:
   - A. Centerline of 143rd Ave and Country Rd and reconstruct current typical section.
   - B. Centerline of 143rd Ave and Country Rd and reconstruct to current Pennington County standards.
   - C. West side of 143rd Ave to Country Rd and west to the lift station centered in the right-of-way, which is on the north side of the existing road.
   - D. West side of 143rd Ave to Neva Way, then west in Neva Way to the future LaCrosse Street right-of-way, and north to the lift station in the future Lacrosse Street right-of-way.
E. Centered in 143rd Ave to the first drainage crossing, then west to the future LaCrosse Street right-of-way, then north to the lift station.

F. Potential combination(s) of the alternatives listed above.

1.9 Evaluate regional drainage needs as identified by previous studies for each alternative and determine if the proposed regional drainage improvements should be constructed with the recommended project alternative. Additional hydrologic drainage calculations will not be completed with this project.

A. Detailed hydraulic modeling of potential 143rd Ave regional drainage facilities will be undertaken to adequately size proposed structures.

1.10 Develop a Route Analysis Memorandum describing the alternative alignments for the 143rd Ave and Country Rd Trunk Sewer and provide recommendations.

A. Provide figure(s) for the proposed alignments.
B. Provide plan and profiles for the proposed alignments.
C. Identify drainage improvements associated with each proposed alignment.
D. Provide discussion of pros and cons for each of the proposed sewer alignments.
E. Provide discussion on feasibility and/or property acquisition for each of the proposed sewer alignments.
F. Provide cost estimates for total project cost for each of the proposed sewer alignments. Cost estimates shall include estimated right-of-way acquisition, easements, and construction.
G. Provide cost evaluation and comparison for replacement of surfacing in-kind versus updating street section to meet current standards.
H. Identify recommended alternative based on the alternative analysis described above.
I. Plan and Profile Sheets - Show existing and proposed utility mains and fittings, proposed surfacing and drainage items. The utilities should be shown in profile as well. Plan sheets shall be 11”x17” and shall be generally prepared utilizing the latest City of Rapid City Drafting Standards with the exception of scales for the Route Analysis Memo. Anticipated scale for plan view is 100, and vertical profile view is 20.
J. Submit one (1) copy and a PDF version of the Route Analysis Memorandum to City of Rapid City’s project manager for review and comment.

1.11 Preliminary Design Submittal – 143rd Ave and Country Rd Trunk Sewer Extension Project. The Preliminary Design Submittal shall generally consist of the following documents and shall be based on the chosen route from Task 1.10:

A. Preliminary Design Report.
   - Prepare a Preliminary Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Preliminary Design Report (including ADA requirements). The consultant shall submit all design assumptions for pipe sections, water, sewer, and storm sewer locations, pavement sections, etc. The Consultant shall include design life, design criteria,
and reference of design resources. The Consultant shall use the City Infrastructure Design Criteria Manual to establish design criteria and standards.

- The Preliminary Design Report shall recommend preliminary horizontal and vertical alignments for utilities, roadways, and other public improvements. Provide justification for the facility and analysis of alternatives. The project’s geotechnical report shall be included within the Preliminary Project Design Report and include soil classifications, N values, water levels, proctors, CBR’s, resistivity tests, pavement design, and testing recommendations. The Consultant shall elaborate on other project components as necessary.

- Provide review and discussion of project requirements for use of State Grant Funding such as Buy American, Davis Bacon Wages, etc.

- Provide review and discussion of project requirements to comply with the State Water Plan application.

- A probable opinion of construction costs for the project shall be included. The costs shall be itemized based on the City’s standard bid items and appropriate contingency item allowance.

- 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.

- Submit one (1) copy and a PDF version of the Preliminary Design Report including 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 shall contain the following sheets:

- Cover Sheet - Index of Sheets indicating the anticipated drawing sheets shall be provided.

- Survey Control Sheet – The Survey Control sheet shall include control points with Northing, Easting, Elevation, and Description with Station and Offset to the closest alignment. Horizontal alignments including beginning and end stations, and deflections and curve data. Combined ground to grid scale factor and Basis of Bearings.

- Property Layout and Land Ownership

- Plan and Profile Sheets - Show existing and proposed utility mains and existing services, storm sewers, driveway locations, fittings, and proposed surfacing and drainage items. Utilities shall be shown in profile as well. Relevant design elements such as profile grades, “K” values, vertical and horizontal curve data shall be included.

- Plan sheets shall be 11”X17” and shall be prepared utilizing the latest City of Rapid City Drafting Standards.

C. Attend submittal review meeting with City staff, if necessary.
1.12 Construction Funding Assistance. This task will be authorized by a separate Notice to Proceed if this work is determined to be needed for the project.

A. Prepare for, attend, take and distribute minutes for the following meetings:
   • Coordination with South Dakota Department of Agriculture and Natural Resources (DANR) for State Funding Application.

B. SRF Facility Plan; The consultant shall prepare a Facility Plan to meet DANR requirements for funding.
   • Engineer will coordinate with the finance department in getting the necessary finance data and manipulating/processing the data. Assumption is that the City will provide audited financial statements required.
   • Several state and federal agencies must be given the opportunity to review and comment on the proposed project. These agencies are SD Game, Fish and Parks, US Fish and Wildlife Service, USDA Natural Resources Conservation Service, US Army Corps of Engineers, SD State Historic Preservation Office.
   • The facilities planning process requires a public hearing. A “Notice of Public Hearing” should be published at least 10 days prior to the hearing. The publication shall include a description of the project, the amount of State Funding requested, and if funding request is in the form of a loan the publication shall also include the interest rate and term of the loan. Minutes must be kept at the public hearing and include a summary of any comments received on the proposed project. A copy of the affidavit of publication and meeting minutes must be submitted as part of the final facilities Plan.

C. Coordinate with Black Hills Council of Local Governments.

1.13 Complete wetland delineation along selected route.

A. Complete appropriate wetland delineation forms and survey marked boundaries of wetland(s).

B. Complete a Section 106 Cultural Resources Inventory along recommended project alignment.

C. Develop avoidance and mitigation measures for the project.

D. Coordinate with the United States Army Corps of Engineers (USACE).

E. Develop Mitigation plans, USACE permit and other documentation, as necessary.

1.14 Country Rd Lift Station and Force Main abandonment.

A. Inventory existing facility.

B. Meet with Water Reclamation and Utility Maintenance staff to determine salvageable materials.

C. Prepare preliminary closure and demolition plans sufficient for cost estimating purposes.
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 Provide project layout to include lot lines (front and side) and addresses of all properties adjacent to construction.

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

2.4 Incorporate design features as necessary to meet the requirements outlined in the Project Design Report.

2.5 Provide a complete stormwater pollution prevention narrative which will include detailed erosion and sediment control measures and specifications.

2.6 Provide detailed traffic control plans showing all devices required for a MUTCD compliant plan.

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 The consultant shall create a detailed list of all potential utility conflicts caused by the project. City Project Manager shall schedule a Private Utility Coordination Meeting. The consultant shall prepare the meeting agenda and include the list of utility conflicts for discussion at the meeting. Prior to the meeting, preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete. The consultant shall document the resolution of each utility conflict agreed upon by each utility company. 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.

2.9 If desiring exceptions from City requirements or specifications, it is the Consultant’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 General Notes sheet of the construction plans. The table shall include the following:

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

2.10 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.

2.11 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. Plan documents shall adhere to current City of Rapid City guidelines.
2.12 Staking information shall include:
   - Station offsets and required grades for all items of work requiring field staking.

2.13 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 of properties where 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. The consultant will acquire easements on behalf of the City for this project.

2.14 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 consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.

2.15 Address 100% submittal staff comments as necessary.

2.16 All submittals 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.

2.17 Prepare applicable permits with exhibits the City will need to execute for the project.

2.18 Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost.

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

2.20 Deliver the following:
   - Provide one (1) copy and a PDF version of bid documents including complete plans, specifications, and Engineer’s Estimate of probable construction cost to the City of Rapid City’s project manager for City distribution. Project specifications shall include a submittal schedule.
   - Provide complete digital plans compatible with current AutoCAD release.
   - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on digitally and on hard copy printout.
   - Provide complete specifications and contract documents digitally in Microsoft Word.
• Provide a unit price cost estimate digitally in Microsoft Excel on the City of Rapid City “Engineer’s Estimate” form.
• Provide Engineer’s Estimate of probable construction costs as a component of this submittal.
• Provide all final design documents in PDF format.

2.22 The City will submit plans and specifications to the Department of Agriculture and Natural Resources for approval, and the Consultant 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 Consultant 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 Consultant and City. The pre-bid meeting may be held virtually. Whether in person, or held virtually, the consultant 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 Prepare “As Built” plans and specifications. Consultant will provide PDF’s and CAD files electronically. The digital submittal must be compatible with AutoCAD Civil 3D 2018, or newer, and contain all files and data packaged in a format that will allow City personnel to seamlessly open “As Built” drawings. The Consultant will work with the City CAD technician, in person, to demonstrate the CAD file operation and compatibility with City CAD software. If the Consultant is hired for Tasks 4 and 5, “As Built” plans and specifications shall be provided thirty (30) days following project acceptance. However, if the Consultant is not hired for Tasks 4 and 5, “As Built” plans shall be provided thirty (30) days following the Consultants receipt of City markups/redlines. The Consultant will be paid for this work in advance, on the last invoice, but is required to complete the work at a later date per the contract, even if the Consultant has billed 100% of the contract and the City has closed the contract.
PROJECT TEAM, MEETINGS AND SUBMITTALS

Project team members will include:

- Ferber Engineering Company, Inc.
- American Engineering and Testing (Geotechnical Engineering)
- Quality Services, Inc.
- City Engineering Services staff
  - Operations Division staff
  - Utility Maintenance Division (Service area and O&M related issues)
  - Water Reclamation Division

Engineer will attend the following meetings:

- Kickoff Meeting.
- Initial Landowner meetings.
- Route Analysis meeting.
- Landowner Easements and Right-of-way meetings.
- City coordination meeting(s) with Planning Department and Engineering
- County coordination meeting(s)
- Preliminary Design Submittal review meeting.
- Final Design Submittal review meeting.

Submittals to be made by the Engineer include:

- Route Analysis Memorandum
- Preliminary Design Report Submittal.
- Final Design Report Submittal.

Meeting minutes will be provided to the City within five working days of the meeting of interest. The City will have 15 working days for review of the Route Analysis Memorandum, Preliminary Design, and Final Design Submittals.

Project Schedule

- Route Analysis Memorandum – July 2022
- Preliminary Design Report Submittal – September 16, 2022
- State Water Plan Application – September 30, 2022
- Final Design Services Submittal – April 2023
- Project Bid Opening Date – June 2023
### 143RD AVE AND COUNTRY RD TRUNK SEWER EXTENSION PROJECT
**PROJECT NO. 22-2694 / CIP 51220**

#### EXHIBIT B

<table>
<thead>
<tr>
<th>Task #</th>
<th>Description</th>
<th>Subtask Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Kickoff Conference</td>
<td>$2,220.00</td>
</tr>
<tr>
<td>1.2</td>
<td>Gather/Review Background Information</td>
<td>$11,250.00</td>
</tr>
<tr>
<td>1.3</td>
<td>Topographic and Legal Survey</td>
<td>$45,380.00</td>
</tr>
<tr>
<td>1.4</td>
<td>Project Meetings</td>
<td>$10,040.00</td>
</tr>
<tr>
<td>1.5</td>
<td>Private Utility Base Plan Verification</td>
<td>$4,400.00</td>
</tr>
<tr>
<td>1.6</td>
<td>Geotechnical Investigation</td>
<td>$21,400.00</td>
</tr>
<tr>
<td>1.7</td>
<td>Evaluate Trunk Sewer Sizing</td>
<td>$760.00</td>
</tr>
<tr>
<td>1.8</td>
<td>Five Alternative Alignments</td>
<td>$13,650.00</td>
</tr>
<tr>
<td>1.9</td>
<td>Evaluate Regional Drainage for the five alternatives</td>
<td>$5,840.00</td>
</tr>
<tr>
<td>1.10</td>
<td>Route Analysis Memorandum</td>
<td>$32,135.00</td>
</tr>
<tr>
<td>1.11</td>
<td>Preliminary Design Submittal</td>
<td>$66,230.00</td>
</tr>
<tr>
<td>1.12</td>
<td>Construction Funding Assistance</td>
<td>$13,600.00</td>
</tr>
<tr>
<td>1.13</td>
<td>Wetland Delineation and Permitting</td>
<td>$32,740.00</td>
</tr>
<tr>
<td>1.14</td>
<td>Country Rd Lift Station and Force Main Abandonment</td>
<td>$9,000.00</td>
</tr>
</tbody>
</table>

**TASK 1 TOTAL** $268,645.00

<table>
<thead>
<tr>
<th>Task #</th>
<th>Description</th>
<th>Subtask Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Finalize Project Design Report</td>
<td>$2,420.00</td>
</tr>
<tr>
<td>2.2</td>
<td>Property Layout and Land Ownership</td>
<td>$400.00</td>
</tr>
<tr>
<td>2.3</td>
<td>Determine Removal Limits</td>
<td>$5,480.00</td>
</tr>
<tr>
<td>2.4</td>
<td>Incorporate design features from Design Report</td>
<td>$19,400.00</td>
</tr>
<tr>
<td>2.5</td>
<td>Stormwater Pollution Prevention Plan</td>
<td>$6,120.00</td>
</tr>
<tr>
<td>2.6</td>
<td>Prepare Detailed Traffic Control Plans</td>
<td>$3,560.00</td>
</tr>
<tr>
<td>2.7</td>
<td>Project Sequencing</td>
<td>$2,760.00</td>
</tr>
<tr>
<td>2.8</td>
<td>Private Utility Coordination</td>
<td>$3,040.00</td>
</tr>
<tr>
<td>2.9</td>
<td>Design Exceptions</td>
<td>$3,220.00</td>
</tr>
<tr>
<td>2.10</td>
<td>Prepare Detailed Specifications</td>
<td>$11,030.00</td>
</tr>
<tr>
<td>2.11</td>
<td>Provide complete 11x17 Plans and Specifications</td>
<td>$8,670.00</td>
</tr>
<tr>
<td>2.12</td>
<td>Provide Staking Information</td>
<td>$4,300.00</td>
</tr>
<tr>
<td>2.13</td>
<td>Right-of-way, Permanent and Temporary Easements</td>
<td>$16,100.00</td>
</tr>
<tr>
<td>2.14</td>
<td>Submit Final Design Report</td>
<td>$720.00</td>
</tr>
<tr>
<td>2.15</td>
<td>Submit Final Design Services</td>
<td>$1,420.00</td>
</tr>
<tr>
<td>2.16</td>
<td>Address 100% Comments</td>
<td>$6,020.00</td>
</tr>
<tr>
<td>2.17</td>
<td>Engineering Certifications</td>
<td>$370.00</td>
</tr>
<tr>
<td>2.18</td>
<td>Prepare Applicable Permits with Exhibits</td>
<td>$2,740.00</td>
</tr>
<tr>
<td>2.19</td>
<td>Identify Contractor Required Permits</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>2.20</td>
<td>Prepare Final Engineer's Estimate of Probable Construction Costs</td>
<td>$2,380.00</td>
</tr>
<tr>
<td>2.21</td>
<td>Deliver Bid Document Submittal</td>
<td>$4,450.00</td>
</tr>
<tr>
<td>2.22</td>
<td>Address SDDANR Comments</td>
<td>$2,610.00</td>
</tr>
</tbody>
</table>

**TASK 2 TOTAL** $108,410.00

<table>
<thead>
<tr>
<th>Task #</th>
<th>Description</th>
<th>Subtask Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Assist City Project Manager with Advertising Authority</td>
<td>$800.00</td>
</tr>
<tr>
<td>3.2</td>
<td>Proof Print Plans and Specifications</td>
<td>$300.00</td>
</tr>
<tr>
<td>3.3</td>
<td>Arrange and Attend Pre-bid Conference</td>
<td>$1,970.00</td>
</tr>
<tr>
<td>3.4</td>
<td>Issue Addenda as Necessary</td>
<td>$3,520.00</td>
</tr>
<tr>
<td>3.5</td>
<td>Review Bidder's Proposal, Bid Tab and Award Summary</td>
<td>$550.00</td>
</tr>
<tr>
<td>3.6</td>
<td>Prepare As Built Plans and Specifications</td>
<td>$10,820.00</td>
</tr>
</tbody>
</table>

**TASK 3 TOTAL** $17,960.00

**CONTRACT TOTAL FOR TASKS 1 - 3** $395,015.00

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

143rd Ave and Country Rd Trunk Sewer Extension Project
PROJECT NO. 22-2694 / CIP 51220

SCHEDULE OF CHARGES

<table>
<thead>
<tr>
<th>EMPLOYEE CLASSIFICATION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Professional Engineer</td>
<td>$170.00</td>
</tr>
<tr>
<td>Principal Professional Engineer/Professional Land Surveyor</td>
<td>$170.00</td>
</tr>
<tr>
<td>GIS Professional/Professional Land Surveyor</td>
<td>$150.00</td>
</tr>
<tr>
<td>Professional Engineer IV</td>
<td>$150.00</td>
</tr>
<tr>
<td>Professional Engineer III</td>
<td>$125.00</td>
</tr>
<tr>
<td>Professional Engineer II</td>
<td>$115.00</td>
</tr>
<tr>
<td>Professional Engineer I</td>
<td>$105.00</td>
</tr>
<tr>
<td>Graduate Engineer III</td>
<td>$100.00</td>
</tr>
<tr>
<td>Graduate Engineer II</td>
<td>$85.00</td>
</tr>
<tr>
<td>Graduate Engineer I</td>
<td>$80.00</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$115.00</td>
</tr>
<tr>
<td>Technician III</td>
<td>$90.00</td>
</tr>
<tr>
<td>Technician II</td>
<td>$80.00</td>
</tr>
<tr>
<td>Technician I</td>
<td>$70.00</td>
</tr>
<tr>
<td>Drafter II</td>
<td>$100.00</td>
</tr>
<tr>
<td>Drafter I</td>
<td>$75.00</td>
</tr>
<tr>
<td>Office Manager</td>
<td>$100.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$65.00</td>
</tr>
<tr>
<td>Mileage</td>
<td>$ 0.56</td>
</tr>
</tbody>
</table>