

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

Date: 5-15-17

Project Name & Number: West Memorial Park Improvements Proj # 2246

CIP #: 51083

Project Description: Storm water, bike path, landscaping and irrigation improvements in West Memorial Park.

Consultant FMG, Inc.

Original Contract Amount: \$92,000

Original Contract Date: 5-16-17

Original Completion Date: 10-1-18

Addendum No:

Amendment Description:

Current Contract Amount: _____

Current Completion Date: _____

Change Requested: _____


New Contract Amount: _____ \$0.00


New Completion Date: _____


Funding Source This Request:


Amount	Dept.	Line Item	Fund	Comments
\$44,160.00	7402 609	4223	609 7402	48% Stormwater Drainage Rep/Imp
\$14,720.00	8910 505	4223	505 8910	16% Streets CIP
\$26,680.00	8912 505	4223	505 8912	29% Parks & Recreation CIP
\$6,440.00	8915 505	4223	505 8915	7% Govt Buildings - Auto Irrigation - CIP
\$92,000.00	Total			


Agreement Review & Approvals

 _____ 4-27-17
Project Manager Date

 _____ 5-5-17
Compliance Specialist Date

 _____ 5/5/17
City Attorney Date

 _____ 5-5-17
Division Manager Date

 _____ 5-5-17
Department Director Date

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)

Date	Initials	Approved
5/5/17	SM	<input checked="" type="radio"/> Y <input type="radio"/> N <input type="radio"/> Y <input type="radio"/> N
Appropriation		
Cash Flow		

**Agreement Between City of Rapid City and FMG, Inc. for Professional Services for
West Memorial Park Improvements,
Project No. #2246**

AGREEMENT made May 16, 2017, between the City of Rapid City, SD (City) and FMG Inc., (Engineer), located at 3700 Sturgis Road, Rapid City, SD 57702. City intends to obtain services for West Memorial Park Improvements, Project No. 2246 CIP No. 51083. The scope of services is as described within this document and as further described in Exhibits A, B and C (attached).

The City and the Engineer agree as follows:

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

Section 1—Basic Services of Engineer

1.1 General

- 1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.
- 1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.
- 1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.



1.2 Scope of Work

The Engineer shall:

- 1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.
- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibit A.)
- 1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.
- 1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

Section 2—Information Provided by City

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

Section 3—Notice to Proceed

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

Section 4—Mutual Covenants

4.1 General

- 4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings.



This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such



case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.

- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer's documentation will be in a format consistent with general accounting procedures.
- 4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.
- 4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding sub-contractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate



specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.

- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

4.2 City of Rapid City NonDiscrimination Policy Statement

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

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

This section shall be binding on all subcontractors or suppliers.



Section 5—Payments to the Engineer

5.1 Schedule of Pay Rates

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

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$92,000.00 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 October 1, 2018 based on an award date of May 15, 2017.

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 occurrence form 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 shall be maintained for 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.

7.4.4 Professional liability insurance providing claims-made 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.

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:

MAYOR

DATE: _____

ATTEST:

FINANCE OFFICER

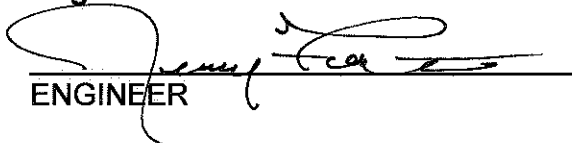
Reviewed By:



Rod Johnson, P.E., PROJECT MANAGER

DATE: 4-27-14

Engineer:



ENGINEER

DATE: 4/27/2014

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

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

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

NAME Jerry Foster P.E.
PHONE 605-342-4105
EMAIL jfoster@fmgengineering.com



**EXHIBIT A
SCOPE OF SERVICES
CITY OF RAPID CITY
WEST MEMORIAL PARK PROJECT
PROJECT # 2246**

The City of Rapid City has requested that FMG, Inc., provide professional engineering services on the project. These services are being requested outside of the normal consultant selection process as approved by the City Council.

FMG is providing services to the State of South Dakota under a separate service agreement with SDDOT for a project that overlaps into this project. The SDDOT project is for ADA improvements along Omaha Street, including new curb ramps, sidewalk tie ins, pedestrian buttons, signal modifications and striping as necessary. The City and State projects require design and scheduling coordination due to overlaps in project limits and timing.

FMG is also providing services to the City of Rapid City for Utility Design and Construction Period Services at the SDDOT Silver Street/I-190 project. The West Memorial Park project requires scheduling coordination with the SDDOT Silver Street/I-190 project as related to construction period lane closures, haul routes, etc.

FMG has also provided a proposal to SDDOT for design of a multiple use path through West Memorial Park that will be located near Omaha Street between I-190 and Mt. Rushmore Road (8th Street). This is a TAP Grant project. It is anticipated the earliest construction of this path would be in 2019.

The Scope of Work in this contract is for Task 1 – Preliminary Design Services, Task 2 – Final Design Services, Task 3 – Bidding Period Services, Task 4 Construction Period Services

DesignWorks will serve as a sub-consultant for Landscape Architecture and planning items.

The estimated construction budget for the project is anticipated to be approximately \$800,000.00. Final construction budget to be established during Kickoff Meeting.

The project area is generally bounded by Rapid Creek, Mt. Rushmore Road (8th Street), Omaha Street, and I-190. In general the project is intended to beautify and enhance the area and provide storm water treatment. Beautification will include landscaping, grading, and select areas of irrigation. Landscaping and irrigation improvements are generally confined to street frontage areas. Storm water treatment is anticipated to include a stormwater management area including micropool and wetlands to be located west of the current channel, south of Rapid Creek, and visually buffered by street frontage landscaping. Stormwater improvements are also to include low flow storm water diversion from the main channel to the management area, low flow storm water diversion pipe from the 8th Street storm sewer, improvements to the 8th Street storm sewer outfall at Rapid Creek, and treatment of the runoff from the existing parking lot.

The project will also include extensive upgrades to the existing multi-use path through the area to correct broken slabs, correct excessive cross slope, and other repairs as judged necessary. It is anticipated the entire path will be reconstructed except for the low flow crossing of the channel which is to remain as is.

The path reconstruction will include a walkway connection to the I-190 sidewalk and grade modification of the path west of 8th Street. Both of these areas are to be ADA compliant. Both areas are within the Rapid Creek floodway and need to meet the “no-rise” requirements.

The project includes design coordination with the SDDOT projects. The final design of the SDDOT multi use path will be at a later date under the SDDOT TAP Grant project.

As directed the following are noted as specific exclusions to the project:

- (1) Excludes improvements to public utilities except incidental adjustments of valve boxes and manhole rims.
- (2) Excludes improvements to private utilities.
- (3) Excludes improvements to existing lighting or addition of new lighting.
- (4) Excludes improvements to parking lot other than restriping for ADA stalls.
- (5) Excludes improvements to highways and streets except for repairs required for storm sewer diversion or curb ramps.
- (6) Excludes flow diversion from Rapid Creek to stormwater pond.
- (7) Excludes extension of Omaha Street box culvert.
- (8) Excludes 4/6f Clearance documents. City staff to prepare and submit these documents.
- (9) Excludes presentations by FMG to the City Council, City subcommittees, and open houses if held. These will be performed by City staff if needed.

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 consultant shall meet with City staff to detail project concept and scope. The consultant shall prepare an agenda, take minutes, and distribute minutes.
- 1.2 Review background information and any other resources as necessary.
- 1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates and NAVD 88 vertical datum. Survey tasks shall include Courthouse research for easements and plats.

Survey boundary shall be north curb line of Omaha Street, west curb line of 8th Street, south bank of Rapid Creek, and east curb line of I-190. Additional survey will be performed as necessary in 8th Street for the location of the north south storm sewer.

- 1.4 Utilities Base Plan Verification Meeting: The Consultant shall meet with City of Rapid City Utility Maintenance Office personnel to discuss and verify locations and conditions of City water, sewer, and storm sewers. At this meeting the Consultant will provide locations deemed necessary for the City to pothole their utilities or storm sewer for route and elevation verification. The Consultant will survey the potholed locations under Task 1.3.

The consultant shall send base plans to the private utilities requesting verifications 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 plans revisions as necessary. At this meeting the Consultant will request the private utilities pothole their utilities at locations deemed necessary for route and elevation verification. The Consultant will survey the potholed locations under Task 1.3.

- 1.5 Perform Geotechnical Evaluation.

To evaluate the existing soil conditions in the project area, a total of 8 boreholes will be drilled to a depth of 10' to 15' below existing grade. Field testing will be performed, and samples will be extracted for further laboratory analysis. Select soil samples will be tested in our laboratory to determine their general classification, physical properties, and engineering

characteristics. Piezometers will be installed in 4 boreholes to facilitate monitoring of groundwater elevation.

Upon completion of the field and laboratory testing and our analysis, a report will be prepared that transmits the boring logs, field data, and laboratory results, provides a general geologic description of the area, and provides our recommendations for the project construction. Recommendations will include excavation conditions, utility installation, groundwater considerations, suitability of backfill materials and any other recommendations we consider applicable to the site conditions encountered.

1.6 Environmental Research and Documentation

Perform environmental research and documentation for the following items.

- Existing FEMA Floodplain and Floodway limits and elevations.
- Floodplain Management permitting restrictions.
- Wetland Identification and restrictions. Hold Presubmittal Meeting with USACE.

1.7 Conceptual Design Submittal

The final Concept Design will include the following items:

- Three (3) copies and a PDF version of the conceptual drawings. The conceptual drawings shall contain design drawing sheets as necessary to adequately convey the intent of the project(s).
- A probable opinion of construction costs shall be prepared.
- A Technical Memorandum discussing the project features, necessary assumptions, and project design as necessary.

The City Project Manager shall be responsible for obtaining Design Exceptions that are identified in the Technical Memorandum

City Project Manager to prepare and make submittals and/or applications for any required SDDENR permits and plan approvals. These submittals may be necessary during Concept and Final Design. Timing of SDDENR submittals to be verified as project design advances such that plan changes, if any, are made as the project design is advancing.

1.8 Concept Design Landscape Architecture Tasks. Landscape Architect will develop overall park design concept, including initial coordination grading concepts for stormwater pond, and landscape frontage beautification and irrigation.

1.9 Attend submittal review meetings with City staff and coordination meeting with SDDOT. Consultant scope of services for this item includes preparation of meeting minutes.

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 prepare a brief Technical Memorandum documenting the City Comments and how they were addressed in the final design. City staff to obtain Design Exceptions if identified in Technical Memorandum.

2.2 The City's project manager will issue a letter to the private utilities requesting their intentions as to leaving their existing infrastructure as is or if their intent is to replace all or a portion of it. If a private utility intends to replace their infrastructure, the Consultant shall coordinate a location corridor for the utilities and show the proposed location on the drawings. Indicate if the private

utilities intend to abandon or replace the infrastructure prior to or during this project's construction. Coordinate directly with utility companies' engineering divisions to ensure that all existing utilities are completely and accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete followed by a specific private utility coordination meeting in two to three weeks.

Notify the City project manager if private utilities will need to be relocated so PM can formally notify the utilities to relocate.

2.3 Provide Complete Plans and Specifications. It is anticipated the complete plans and specification will include the following items.

- Provide detailed specifications supplementing the City of Rapid City Standard Specifications
- Project Manual and Bidders Proposal
- Title Sheet
- Estimate of Quantities and General Note Sheets
- Estimate of Quantities Tables
- Survey Control Sheet / Horizontal/Vertical and Alignment Data
- Project Sequencing and Phasing Schedule Drawings and Notes
- Traffic Control Sheets
- Existing Condition and Removal Sheets
- SWPPP sheets with City Std. Notes Plus SDDENR requirements
- Erosion Control Plan Sheets
- Layout Plan Sheets
- Grading Plan Sheets
- Storm Sewer Plan and Profile Sheets
- Standard City Details
- Special Project Details
- Landscape Plan Sheets
- Landscape Irrigation Plan Sheets
- Landscape and Irrigation Detail Sheets

The total number and/or type of sheets may vary upon final design depending on final project requirements.

Coordinate the Final Design with SDDOT for construction coordination and sequencing requirements between this project and the previously described SDDOT projects.

Provide a stormwater pollution prevention narrative which will include detailed erosion and sediment control measures and specifications. Include both temporary and permanent erosion and sediment control measures. Include an erosion and sediment control sequence of implementation and phasing schedule. Each erosion control item shall be bid separately.

Provide traffic control plans. Utilize standard plates and general notes on aerial photos to describe traffic control requirements for implementation by contractor.

Provide a Project Sequencing and Phasing Plan as necessary.

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.

General notes shall identify City permits required by the Contractor. 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.

Provide complete plans and specifications for a unit price construction contract.

Staking information shall include either of the following formats:

On the Plans

- Station offsets for all items of work requiring field staking.

In tabular form on a plan sheet (schedule)

- Coordinates and description of inter-visible control points.
- Coordinates of all items of work requiring field staking.
- Benchmark information shall be provided on each sheet.

- 2.4 Final Design Landscape Architecture. Landscape Architect to provide irrigation plan and details, landscape plans and details, site interpretive sign details, site enhancement details, coordinate with Civil Engineer for overall project layout, grading, and details, landscape specifications, and cost estimate of landscape architecture items.
- 2.5 Prepare Final Design Review opinion of probable construction cost to the City of Rapid City's project manager for review.
- 2.6 Submit Final Design Documents for Final Review. Provide three (3) copies and a PDF version of the Finalized Design Documents for Final Review. 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.
- 2.7 Address 100% final review submittal staff comments as necessary.
- 2.8 Prepare the following permit applications for the City to execute for the project.
 - USACE Nationwide Permit for Wetlands Disturbance
 - City of Rapid City Floodplain Development Permit

City staff shall be responsible for preparing any applications required for work in SDDOT right of way and any applications to SDDENR.

- 2.9 Prepare final “Engineer’s Estimate” of probable construction cost for the project.
- 2.10 Deliver the following final submittals:
- 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.
 - Provide complete plans on CD compatible with AutoCAD Release 2008 or newer format.
 - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
 - Provide complete specifications and contract documents on CD in Microsoft Word XP or previous versions.
 - Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City “Engineer’s Estimate” form. Provide Engineer’s Estimate of probable construction costs as a component of this submittal.
 - Print and distribute five (5) copies of plans/drawings to the City of Rapid City at 11” x 17” scale for construction services personnel.

All submittals (drawings and specifications) believed by the Engineer of Record to be a final, shall contain a Statement of Conformance with City Standards which shall read, “I (insert Engineer of Record’s name) state 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 “Statement of Conformance with City Specifications” shall be signed and dated by the Engineer of Record.

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. City is responsible for printing costs.
- 3.3 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute minute copies to Consultant and City.
- 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.

TASK 4 – CONSTRUCTION PERIOD SERVICES:

This task consists of services during the project construction stage, and may include the following itemized services.

- 4.1 Arrange and conduct Pre-construction Conference including agenda. Record meeting minutes and distribute to all attendees.

- 4.2 Provide written clarification regarding drawing and specification questions.
- 4.3 Provide recommendations to address changed or unknown conditions that may appear during construction. Prepare change orders if necessary.
- 4.4 Review and take action on shop drawings, product submittals, test results, and other submittals.
- 4.5 Arrange and conduct appropriate progress meetings with the Contractor. Record meeting minutes and distribute to all attendees. Project Budget includes maximum of 4 progress meetings.
- 4.6 Provide part-time on-site observation. A record of activity will be maintained by the project observer including weather conditions, construction progress, deviations from the plans and specifications, work performed, and any other pertinent information. Such information shall be neatly and concisely prepared. Submit detachable copies to City Project Manager on a weekly basis. On Site observation, including time required for report preparation, is limited to maximum of 80 hours by FMG and 24 hours by Designworks.
- 4.7 Provide materials testing for soil compaction.
- 4.8 Prepare and submit to City Project Manager information regarding project completion status for use in monthly pay request information.
- 4.9 Prepare and submit project completion punch list items to the Contractor and verify completion.
- 4.10 Prepare Construction Project closeout items:
 - Prepare and submit City of Rapid City project “Construction Project Close-out Checklist” indicating compliance with Project Specifications and acceptance of the various infrastructure components. The Consultant is responsible for coordinating completion of the checklist items with the Contractor.
 - Prepare letter of opinion of project completion regarding compliance with plans and specifications and start of warranty period.
 - Ensure Contractor’s two year warranty surety is provided to the City of Rapid City within the performance bond or as a separate bond.

- 4.11 Prepare "As Built" plans and specifications. A hard copy of "As Built" plans and specifications shall be submitted to the City in the same size and format as construction plans. The Consultant will provide PDF's, and CAD files on a CD or DVD. The digital submittal must be compatible with AutoCAD Civil 3D 2010, or newer, containing 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 to demonstrate the CAD file operation and compatibility with City CAD software, if necessary.

"As Built" plans and specifications shall be provided thirty (30) days following project acceptance. "As Built" will be based on project observations and red line drawings, as built surveys are not required.

RESIDENT PROJECT REPRESENTATIVE FOR TASK 5

The Consultant shall provide the services of a Resident Project Representative (RPR) at the Site to assist the Consultant and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth herein. The furnishing of such RPR's services will not limit, extend, or modify Consultant's responsibilities or authority except as expressly set forth in herein

- A. Consultant shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist Consultant in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide part time representation or may provide representation to a more extensive degree as work activities require if directed to do so by the City and project funding allows.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the Work. However, Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are limited to those of the Consultant in the Professional Services Agreement with the Client and described as follows:
 1. RPR is Consultant's agent at the Site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Consultant and Contractor, keeping Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.
 2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.

3. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison:
 - a. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - c. Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
5. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Consultant of availability of Samples for examination.
 - c. Advise Consultant and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Consultant.
7. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Consultant. Transmit to Contractor in writing decisions as issued by Consultant.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Consultant whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Startups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Client's personnel, and that Contractor maintains adequate records thereof.

- b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.

10. Records:

- a. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Consultant.

11. Reports:

- a. Furnish to Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Consultant proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Consultant and Client copies of all inspection, test, and system start-up reports.
- d. Immediately notify Consultant of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern. .

12. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Completion:

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

- b. Participate in a final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Consultant concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items) unless authorized by the Consultant.
- 2. Exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Client or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Consultant.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Client to occupy the Project in whole or in part.

ANTICIPATED PROJECT SCHEDULE:

Anticipated project schedule is as follows:

- Notice to Proceed to Consultant May 22, 2017
- Concept Design Submittal July 31, 2017
- Concept Review Comments From City August 14, 2017
- Final Review Plans Submittal September 18, 2017
- Final Review Comments Received October 2, 2017
- Construction Documents Complete October 16, 2017
- Advertise For Bids October 21, 2017
- Substantial Construction Complete July 2018

The project schedule is considered preliminary and subject to change depending on coordination with SDDOT, weather, environmental approvals, review periods, etc. Schedules will be reviewed and adjusted during Coordination meetings as necessary.

(End of Exhibit A)

EXHIBIT B
TASK SCHEDULE
WEST MEMORIAL PARK PROJECT, Project #2246
FMG, INC.

TASK 1 - PRELIMINARY DESIGN SERVICES		FEES
1.1	Kickoff Meeting and Minutes	\$ 305.00
1.2	Collect and Review Background Information	\$ 396.00
1.3	Site Surveys	\$ 5,386.00
1.4	Utility Base Map Verification	\$ 632.00
1.5	Geotechnical Evaluation	\$ 3,000.00
1.6	Environmental Research and Documentation	\$ 1,010.00
1.7	Concept Design Submittal - Civil Engineering	\$ 12,868.00
1.8	Concept Design Submittal - Landscape Architecture	\$ 8,000.00
1.9	Attend Submittal Review Meetings	\$ 450.00
1.10	Reimbursables, Printing, Supplies, Mileage, Expendables	\$ 200.00
TOTAL FOR TASK 1-PRELIMINARY DESIGN		\$ 32,247.00

TASK 2 - FINAL DESIGN		FEES
2.1	Prepare Final Project Design Technical Memorandum	\$ 465.00
2.2	Utility Coordination	\$ 320.00
2.3	Provide Complete Plans and Specifications for Final Review	\$ 14,546.00
2.4	Final Design Landscape Architecture	\$ 15,880.00
2.5	Prepare Final Design for Review Opinion of Probable Cost	\$ 898.00
2.6	Submit Final Design Documents for Final Review	\$ 150.00
2.7	Address 100% Submittal Staff Comments	\$ 600.00
2.8	Prepare Permit Applications for execution by City	\$ 910.00
2.9	Prepare Final Engineer's Cost Estimate	\$ 320.00
2.10	Final Plans Deliverables	\$ 300.00
2.11	Reimbursables, Printing, Supplies, Mileage, Expendables	\$ 200.00
TOTAL FOR TASK 2-FINAL DESIGN		\$ 34,589.00

TASK 3 - BIDDING SERVICES		FEES
3.1	Information to City for Advertising Authority	\$ 160.00
3.2	Proof Print Quality at Printers	\$ 160.00
3.3	Prebid Meeting/Minutes	\$ 305.00
3.4	Prepare Addenda For City Issuance	\$ 460.00
3.5	Landscape Architect Bidding Period	\$ 1,090.00
3.6	Bid Tabulations, Review and Recommendation	\$ 305.00
TOTAL FOR TASK 3-BIDDING PHASE		\$ 2,480.00

TASK 4 - CONSTRUCTION PERIOD SERVICES		FEES
4.1	Preconstruction Conference including Agenda and Minutes	\$ 450.00
4.2	Provide Written Clarification Regarding Questions	\$ 792.00
4.3	Recommendations for Changed or Unknown Conditions & Change Orders	\$ 1,112.00
4.4	Shop Drawing Reviews	\$ 640.00
4.5	Interim Progress Meetings (4 maximum)	\$ 610.00
4.6	Onsite Observation and Reporting (Maximum of 80 hours)	\$ 6,400.00
4.7	Compaction Testing	\$ 1,500.00
4.8	Monthly Pay Requests	\$ 960.00
4.9	Project Completion Punch List Preparation & Verify Completion	\$ 640.00
4.10	Project Closeout Documentation	\$ 480.00
4.11	As Built Drawings	\$ 880.00
4.12	Landscape Architect Construction Period Services	\$ 7,720.00
4.13	Reimbursables, Printing, Supplies, Mileage, Expendables	\$ 500.00
TOTAL FOR TASK 4 - CONSTRUCTION PERIOD SERVICES		\$ 22,684.00

TOTAL TASKS 1 - 4 \$ **92,000.00**

Although dollar values have been provided for each task FMG retains the right to reallocate monies to other tasks subject to the maximum limiting fee shown above.

EXHIBIT C
RATE SCHEDULES
FOR
CITY OF RAPID CITY
WEST MEMORIAL PARK PROJECT
PROJECT # 2246

<u>FMG INC., RATE SCHEDULE</u>	<u>RATE</u>
Principal Civil Engineer/Project Manager	\$145.00/hr
Senior Civil Engineer	\$118.00/hr
Senior Materials Specialist	\$110.00/hr
Civil Engineer – PE/DE2	\$85.00/hr
Civil Engineer – PE/DE1	\$80.00/hr
Construction Observer	\$80.00/hr
CADD Technician	\$70.00/hr
Engineering Technician	\$55.00/hr
Registered Land Surveyor	\$87.00/hr
Survey Crew Chief	\$68.00/hr
Survey Technician	\$55.00/hr
Senior Administrative Assistant	\$55.00/hr
Mobilization (support vehicle)	\$0.70/mile
Travel Costs - air, lodging, transport, meals, etc.	cost
Document/Plans Reproduction	cost

<u>DESIGNWORKS RATE SCHEDULE</u>	<u>RATE</u>
Project Manager	\$105.00/hr
Landscape Architect 2	\$95.00/hr
Landscape Architect 1	\$80.00/hr
CAD Tech and Support	\$65.00/hr