



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701

Public Works Department Engineering Services Division

300 Sixth Street

Telephone: (605) 394-4154 FAX: (605) 355-3083

Web: www.rcgov.org

5/9/17

Re: Sheridan Lake Road Traffic Study
Project No. 17-2373 / CIP No. 51122

Dear Design Consultant:

You are hereby invited to present proposals to provide Engineering services for the above listed projects per the attached request for proposals.

If you are interested, please submit your proposal by 2:00 p.m. on May 17, 2017. The submitted proposals will be reviewed by Public Works staff, and a short list of firms to be interviewed will be selected. Interviews are tentatively scheduled for June 1, 2017.

Please note that the attached forms will be used to evaluate the proposals as well as the interview itself.

If you have any questions please call Todd Peckosh at 394-4154 or email at todd.peckosh@rcgov.org.

Sincerely,

CITY OF RAPID CITY

Dale Tech, PE/LS
City Engineer

Enclosures
Request for Proposal



EQUAL OPPORTUNITY EMPLOYER

REQUEST FOR PROPOSALS
For Engineering Services For
Sheridan Lake Road Traffic Study
PROJECT NO. 17-2373 CIP 51122

PROJECT LOCATION

Sheridan Lake Road area between Albertta Drive and Corral Drive. Vicinity Map at end of RFP.

1. REQUEST FOR PROPOSAL:

The City of Rapid City Public Works Department, Engineering Services Division, is requesting proposals to provide a traffic study for Sheridan Lake Road from Albertta Drive to Corral Drive.

2. PROJECT DESCRIPTION:

The selected consultant will provide the necessary services to provide a traffic study for Sheridan Lake Road from Albertta Drive through Corral Drive, including Corral Drive from Sheridan Lake Road to Park Drive. The purpose of the Study is to provide recommendations to improve traffic flow.

3. BACKGROUND:

Sheridan Lake Road was reconstructed around 1995 and had an average daily traffic (ADT) of nearly 4000 vehicles per day. Due to significant growth of the area, the existing ADT is approximately 16,000 vehicles per day. The intersection at Sheridan Lake Road and Catron Boulevard experiences backups and congestion during the morning due to school and commuter traffic. Continued growth of the area from housing and commercial developments such as Black Hills Energy is expected to increase traffic and further degrade the level of service for the corridor.

4. SCOPE OF SERVICES:

See Attachment One.

5. CONSULTANT SCHEDULE:

Contract Negotiations Complete	July 21, 2017
Rapid City Council Authorization	August 7, 2017
Methods & Assumptions Document	October 2, 2017
Preliminary Traffic Operations Report	April 6, 2018
Final Traffic Operations Report	July 20, 2018

The schedule for the services described herein will be formalized during the project contract negotiations. In general, the negotiated project schedule shall comply with the intent of the schedule presented above. The consultant, in conjunction with the project management team, will prepare a schedule for completion of each task/phase of the project. These schedules will include milestone dates for completion of the individual tasks identified in the project contract negotiations. These schedules will be integrated into and become part of the project contracts.

6. COMPENSATION FOR SERVICES (FEE):

The City intends to enter into a professional services contract for the negotiated scope of work. The contract will be based on a fee and itemized task schedule with a maximum not-to-exceed amount(s). These tasks may be combined into a single fee with a maximum not-to-exceed amount or each task may have its own separate fee with a maximum not-to-exceed amount. The City will issue a “Notice to Proceed” to the Consultant to begin contract services.

7. GENERAL CONDITIONS FOR PROPOSALS:

A. Inquiries:

Please direct questions to:

Todd Peckosh, Project Engineer
Engineering Services Division
300 Sixth Street
Rapid City, SD 57701
(605) 394-4154
e-mail: todd.peckosh@rcgov.org

All firms submitting a proposal shall identify a single contact person for receipt of responses and information from the City. The preferred method of receipt and distribution of information will

be by e-mail. Therefore, please include a contact name, phone number, mailing address and e-mail address with your proposal.

B. Contractual Responsibility:

Consortia, joint ventures, or teams, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.

The selected Consultant shall be insured for a minimum of \$1,000,000 (Errors and Omissions).

C. Addenda and Supplements to RFP:

In the event that it becomes necessary to revise any part of this RFP or if additional information is necessary to enable the proposers to make adequate interpretation of the provisions of this Request For Proposals, a supplement to the RFP will be issued.

D. Rejection Rights:

The City of Rapid City retains the right to re-solicit for proposals if deemed to be in its best interest. Selection is also dependent upon the negotiation of a mutually acceptable contract with the highest ranked interviewee. If the City cannot negotiate a mutually acceptable contract with the highest evaluated interviewee, the City will negotiate with the next highest evaluated interviewee, and so forth, until a mutually acceptable contract is reached.

E. General Expertise Required:

The services envisioned within this Request for Proposal includes all disciplines necessary for the proper execution of the project desired.

F. Contract Amendment:

The City of Rapid City retains the right to amend both the Request for Proposal and the contract with the successful interviewee to include other possible areas of concern with this project.

G. City Standard Contract:

A Professional Services Agreement prepared by the City. A draft Agreement is included as Attachment Three. Fee mark-ups for sub-consultant work expenses and reimbursable expenses will not be allowed.

8. PROPOSAL SUBMISSION:

Please submit six (6) copies of your proposal no later **2:00 PM, May 17, 2017**. A duly authorized official of the proposer must sign proposals. Proposals should address the firm's technical, management, and inspection capabilities for design, bidding, and construction services. Any background information, experience, and descriptive examples of the proposer's work should be submitted with the proposal.

11. COST OF DEVELOPING PROPOSALS:

All costs related to the preparation of the proposal, interview, or any other related activity are the sole responsibility of the firm. No reimbursement will be made by the City of Rapid City for costs incurred prior to a formal notice to proceed under a contract. GIS information will not be provided until a Professional Services Agreement has been fully executed.

12. EVALUATION CRITERIA, SELECTION AND AWARD PROCEDURES:

The Consultant is encouraged to review Attachment Two which contains the "Proposal Evaluation Form" and the "Interview Evaluation Form". The evaluation criteria and the weighting factors under the consultant selection criteria items have been revised.

In general, the intent of the Proposal is to allow the Consultant to introduce the firm, describe the firm's experience, and identify the individuals that will be working on the project. The Consultants should familiarize themselves with the six criteria items that are scored using the Proposal Evaluation Form (Attachment Two). It is up to the Consultant as to how best to present their firm's qualifications however as part of P4: "Firm's Management Procedures", the Consultant shall provide, in their proposal, a statement regarding whether within the last five years any litigation is pending or underway regarding activities of the firm or its principals and the circumstances of the litigation. A current certificate of insurance, including errors and omissions, executed by the firm's insurance carrier's authorized agent shall also be provided.

In general the intent of the Interview is to allow the Consultant to present project specific issues, their past performance, and their firm's capabilities for the project. The Consultants should familiarize themselves with the five criteria items that are scored using the Interview Evaluation Form (Attachment Two). It is up to the Consultant as to how best to present their firm's qualifications. As part of I4: "The Firm's Project Team and Task Assignment Summary", the consultant shall provide a listing of the project team members assigned to each task identified in the RFP draft scope of services (Attachment One) and the firm shall provide a listing of the proposed billing rates for each team member proposed to be working on the project for design and construction services. **As part of the Interview Evaluation the Consultant shall not prepare an estimate of task/fee hours or an estimated total fee.** The above requested information shall be presented (hard copies) to the selection committee members during the interview.

The City's Consultant Selection Committee for this project will review the proposals utilizing the criteria in the "Proposal Evaluation Form" (Attachment Two). Firms will be selected for interviews based on the Proposal Evaluation. You will be notified of the Selection Committee's decision; and if selected, you will be scheduled for an interview.

The City of Rapid City's Consultant Selection Committee for this project shall evaluate the interviews utilizing the criteria in the "Interview Evaluation Form" (Attachment Two). The top

ranked firm based on both the Proposal Evaluation and Interview Evaluation will be selected to perform the engineering services and contract negotiation will commence. If terms cannot be mutually agreed upon, the City may enter into negotiations with another firm. After successful contract negotiations, a contract will be presented to the City Council for approval.

The Consultant Selection Committee's evaluation forms are enclosed for your information as Attachment Two. A copy of the City's standardized contract for professional services has been enclosed as Attachment Three for your information.

13. 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

City of Rapid City
300 6th St.
Rapid City, SD 57701

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.

If you have any concerns regarding the provisions of services or employment on the basis of disability/handicap you may contact our ADA/Section 504 coordinator at telephone no. (605) 394-4136.

ATTACHMENT ONE

DRAFT SCOPE OF SERVICES REQUESTED

Task 1: Methods and Assumptions

Consultant shall facilitate a meeting to determine the assumptions for the study and prepare a Methods and Assumptions Document.

Task 2: Data Review and Collection

Consultant shall review documents and coordinate with appropriate staff regarding the following: (1) City of Rapid City Major Street Plan. (2) City of Rapid Comprehensive Plan. (3) Crash Reports. (4) Rapid City Area Long Range Transportation Plan. (5) City of Rapid City Engineering & Planning staff regarding development that is considered imminent in the area.

The consultant shall perform those data collection functions identified in the Methods and Assumptions Document necessary to evaluate and analyze existing and future conditions including the road network, land uses, crash history, traffic volumes, environmental factors, and topography. Traffic count, turning movement data and pedestrian crossing data shall be obtained.

Task 3: Traffic Forecasts

3.1 Existing Conditions

Based on the data collected/reviewed (Task 2) the consultant shall develop baseline traffic information for multiple scenarios (including no-build). The consultant shall provide peak season and Average Annual Daily Traffic (AADT) volume projections including morning and evening peaks, design hourly volumes (DHV), peak hour factor (PHF) and traffic composition (i.e., passenger cars, trucks, buses, or recreational vehicles).

3.2 Future Conditions

Future (2030 and 2040) traffic information shall be developed for multiple scenarios (including no-build). The consultant shall provide peak season and Average Annual Daily Traffic (AADT) volume projections including morning and evening peaks, movements and directions, design hourly volumes (DHV), peak hour factor (PHF) and traffic composition (i.e., passenger cars, trucks, buses, or recreational vehicles).

Task 4: Analysis of Traffic Operations

4.1 Existing Conditions

The consultant will analyze for existing traffic conditions (Task 3). All analyses shall be conducted using the methodology of the Transportation Research Board's Highway Capacity Manual 2010.

4.2 Future Conditions

The consultant will analyze for future 2030 and 2040 traffic conditions. All analyses shall be conducted using the methodology of the Transportation Research Board's Highway Capacity Manual 2010.

Task 5: Access Management Recommendations

The consultant shall review access locations, crash history and design standards and provide access management recommendations.

Task 6: Development of Alternatives

The consultant shall identify a range of alternatives, including the no-build option. Each alternative shall be examined according to the advantages and disadvantages for the years 2030 and 2040. The following factors shall be identified and evaluated for each alternative at the planning level:

- ☐ Level of Service
- ☐ Right-of-way and easement requirements.
- ☐ Environmental impacts/concerns.
- ☐ Access control.
- ☐ Cost estimates.

The consultant shall prepare and analyze several alternates. At a minimum, consultant shall analyze the following improvements.

1. Intersection improvements at Sheridan Lake Road / Catron Boulevard.
2. Intersection improvements at Sheridan Lake Road / Corral Drive.
3. Widening of Sheridan Lake Road.
4. Completion of north-south collector in Sections 28 & 21 (T1N/R7E).
5. Completion of east-west arterial in Section 27 & 28 (T1N/R7E).
6. Access Management Improvements.

These alternatives will further be identified according to their ability to meet street design criteria as outlined in the Infrastructure Design Criteria Manual. All computations normally required for roadway alternative selection shall be performed. All relevant, existing studies should be

incorporated into the alternative identification process. These studies may include land use, zoning, drainage, water and sewer systems, or transportation. Existing studies will be provided to the selected consultant upon request.

The Consultant shall allow 15 working days for City review of all submittals.

ATTACHMENT TWO

Consultant Evaluation Forms

PROPOSAL EVALUATION FORM (25 Total Points Possible)

Project Name: _____

Interviewer: _____

Firm Name: _____

Date: _____

PROPOSAL EVALUATION CRITERIA	Scoring (Circle One)
<p>P1: Firm's Project Team - 25% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>A. Size of the contract as compared to the size or ability of the firm and its' associate firms and consultants as one team to handle the project;</p> <p>B. The education, experience, and qualifications of the personnel within the submitting firm; and by attachment that of its' associate firm(s), if any. These are the Key Designers, Construction Inspectors, and Sub-consultants. Should include professional registrations, education, certifications, and other pertinent qualifications of the indicated individuals;</p> <p>C. Name, experience and past performance of person(s) to be assigned as project manager(s) and will have direct contact with City staff. These typically are the Design Project Manager and Construction Administration Project Manager. These are in addition to those indicated in item B. above;</p> <p>D. Names of firm's key staff to be assigned to project with description of each person's experience and how it relates to this project's specific requirements;</p> <p>E. Ability to expand the firm's capabilities by working with other consultants or branch offices (if required).</p>	<div style="background-color: #f9cb9c; padding: 10px; min-height: 150px;"> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; margin-bottom: 5px;"> 12345678910 </div> </div>
<p>P2: Firm's Experience with Similar Projects and Other Relevant Agencies within the Past 5 Years – 20% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>A. A summary of similar work that has been done in-house over the past five years; as it pertains to municipal engineering, operations, maintenance, replacement, planning, design surveying, construction staking, construction administration, GIS, finance, economics, and other; P6</p> <p>B. Prior experience with other relevant agencies for the past five years such as other municipalities, South Dakota DOT, South Dakota DENR, and others.</p>	<div style="background-color: #f9cb9c; padding: 10px; min-height: 150px;"> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; margin-bottom: 5px;"> 12345678910 </div> </div>
<p>P3: Firm's Experience and Familiarity with Rapid City Design Criteria and Standards – 20% of total</p> <p>The evaluator should consider the following information when scoring this category: If the firm's familiarity with the City's design criteria and standards and City bidding, contracting methodology, and construction administration processes is limited then the firm's familiarity with other municipalities' and agencies' shall be considered.</p> <p>A. Firm's staff's direct experience (in-house capability) with this type of project</p> <p>B. Firm's familiarity with City design criteria and standards.</p> <p>C. Other information to consider would be the firm's experience, knowledge, and understanding of City bidding and contracting methodology and City construction administration processes and the firm's experience with other City Departments and Divisions.</p>	<div style="background-color: #f9cb9c; padding: 10px; min-height: 150px;"> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; margin-bottom: 5px;"> 12345678910 </div> </div>

1 = Fails to meet the expectations of the reviewer in this category
 10 = Fully meets the expectation of the reviewer in this category

<p>P4: Firm's Management Procedures – 20% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>A. Firm's organizational structure must be clearly defined with personnel qualifications and where actual work will be done;</p> <p>B. A statement regarding whether any litigation is pending or underway regarding activities of the firm or its principals within the last five years and the circumstances of the litigation;</p> <p>C. A current certificate of insurance, including errors and omissions, executed by the insurance carrier's authorized agent;</p> <p>D. Firm's Management Procedures; Past performance meeting budgets & schedules, including methodology and procedures used to accomplish this objective. Successful QA/QC processes, and accuracy of construction cost estimates. The firm's history in meeting project design budgets, construction budgets, and schedules. The firm's ability to provide accurate construction cost estimates throughout the design process (preliminary submittal through bid opening). The firm's QA/QC methodology and procedures including personnel responsible for QA/QC. The firm's methodology, procedures and ability to meet project schedules.</p>	<div>1 2 3 4 5 6 7 8 9 10</div>
<p>P5: Office Location – 10% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>Indicate the office location of the project manager, key designers, sub-consultants, and construction staff for the project?</p>	<div>1 2 3 4 5 6 7 8 9 10</div>
<p>P6: Quality of Proposal – 5% of total</p> <p>The evaluator should consider the following information when scoring this category.</p> <p>Proposal should be clear, concise, well written, well organized, utilize correct spelling, proper grammar, exemplify the characteristics of a professional document, and address the "Proposal Evaluation Criteria".</p>	<div>1 2 3 4 5 6 7 8 9 10</div>

1 – Fails to meet the expectations of the reviewer in this category
10 – Fully meets the expectation of the reviewer in this category

INTERVIEW EVALUATION FORM (75 Total Points Possible)

Project Name: _____

Interviewer: _____

Firm Name: _____

Date: _____

INTERVIEW EVALUATION CRITERIA	Scoring (Circle One)
<p>I1: Project Approach and Demonstration of Project Understanding and Issues – 45% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>A. Familiarization and understanding of the project and project issues including potential alternatives;</p> <p>B. Approach toward project design and construction administration;</p> <p>C. Experience with key project elements;</p> <p>D. Project components including constructability, project phasing and sequencing;</p> <p>E. Innovative design and construction administration techniques and methods;</p> <p>F. Approach toward public involvement as it pertains to easement/ROW negotiations, public meetings, and dealing with individuals. Approach toward dealing with other governmental entities and City Departments & Divisions;</p> <p>G. Understanding of the project schedule and critical milestones;</p> <p>H. Identification or recognition of potential project pitfalls and challenges.</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p>I2: Past Design and Construction Administration Performance – 20% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>If the firm's prior assignments with the City are limited then the firm's prior assignments with other municipalities' and agencies shall be considered.</p> <p>A. Design - has the firm's prior work products demonstrated the following:</p> <ul style="list-style-type: none"> a. Ability to meet design budgets; b. Ability to meet design timelines/milestones/completion dates; c. Ability to produce complete and understandable submittal documents; d. Ability to stay within scope; e. Ability to obtain easements and ROW; f. Ability to produce accurate construction cost estimates; g. Effectiveness in working with the public; h. Past work products (drawings and specifications) have limited review comments and red lines; i. Adhered to City design criteria and standards and produced documents that are legible and organized. <p>B. Construction - has the firm's prior work products demonstrated the following:</p> <ul style="list-style-type: none"> a. Past work products (drawings and specifications) have limited unnecessary construction change orders? b. Effectiveness in working with the public; c. Ability to produce accurate and timely contractor pay applications; d. Ability to effectively coordinating with the contractor; e. Ability to verify contract obligations (Final Inspection compliance with drawings and specifications); f. Ability to successfully coordinate and verify startups for electrical and mechanical types of facilities; g. Ability to produce complete and understandable drawings and specifications; h. Ability to verify that shop drawings, product literature, and submittals comply with City specifications, drawings, and supplemental provisions i. Ability to produce accurate, detailed, quality construction deliverables (construction diaries, quantity books, and construction documentation including photos, as-built drawings, etc); j. Ability to produce drawings and specifications that minimize field orders; k. Ability to produce drawings and specifications that minimize Contractor questions and uncertainties; l. Ability to mitigate construction problems from escalating; m. Ability to effectively keep the City's PM apprised of construction issues and potential project cost savings and increases; 	<p>1 2 3 4 5 6 7 8 9 10</p>

1 = Fails to meet the expectations of the reviewer in this category
 10 = Fully meets the expectation of the reviewer in this category

<p>I3: Past Performance of Quality Control and Quality Assurance (QA/QC) – 15% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>A. Completeness of submittals, drawings and specifications;</p> <p>B. Minimizing the number and frequency of design errors;</p> <p>C. Project Constructability - Successfully addressed project constructability, sequencing, and phasing;</p> <p>D. Clarity - the contractor easily understands the intent of the project and what is being conveyed in the drawings and specifications;</p> <p>E. Expectations - the project meets the owner's objectives and intent for the project;</p> <p>F. Quality - past deliverables are of high quality (adherence to City design criteria and standards as well as general document legibility and organization).</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p>I4: The Firm's Project Team and Task Assignment Summary – 15% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>A. If a consortium of individuals or firms, amount and type of work to be done in respective offices and how quality and schedule of work will be controlled by assigned project manager(s);</p> <p>B. Name, experience and past performance of person(s) to be assigned as project manager(s) and to have direct contact with City staff (Design and Construction);</p> <p>C. Names of firm's staff to be assigned to project tasks with description of each person's experience and how it relates to this project's specific requirements. The firm shall indicate the project team members assigned to each task identified in the RFP draft scope of services. The firm shall provide the proposed billing rates for each team member proposed to be working on the project for design and construction services.</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p>I5: Quality of Interview – 5% of total</p> <p>The evaluator should consider the following information when scoring this category.</p> <p>The firm's interview should be articulate, clear, concise, and organized. The firm should communicate project issues, ideas, alternatives, and address the "Interview Evaluation Criteria".</p>	<p>1 2 3 4 5 6 7 8 9 10</p>

1 = Fails to meet the expectations of the reviewer in this category
10 = Fully meets the expectation of the reviewer in this category

ATTACHMENT THREE

Agreement Between City of Rapid City and [REDACTED] for Design and Bidding Professional Services for [REDACTED], Project No. [REDACTED]

AGREEMENT made _____, 20____, between the City of Rapid City, SD (City) and [REDACTED], (Engineer), located at [REDACTED]. City intends to obtain services for design and bidding for [REDACTED], Project No. [REDACTED] CIP No. [REDACTED]. 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.

1.1 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 \$ 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 based on an award date of .

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:

Engineer:

MAYOR

ENGINEER

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:

_____, PROJECT MANAGER

DATE: _____

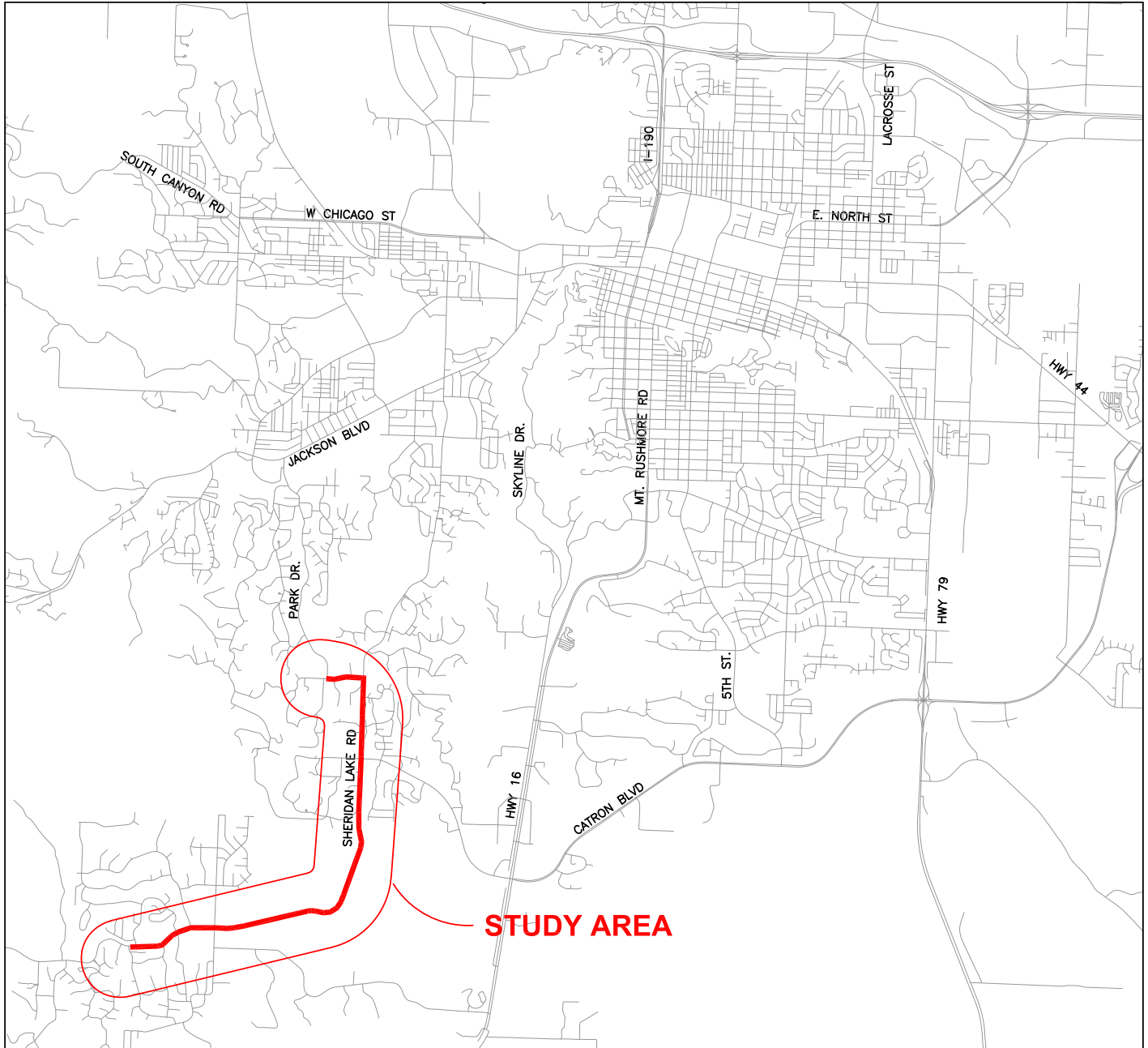
CITY'S DESIGNATED PROJECT
REPRESENTATIVE

NAME _____
PHONE _____
EMAIL _____

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

NAME _____
PHONE _____
EMAIL _____

VICINITY MAP



SHERIDAN LAKE ROAD TRAFFIC STUDY
PROJECT NO. 17-2373 / CIP NO. 51122