September 22, 2017

Re: Deadwood Avenue Reconstruction – I-90 to Meade County  
Project No. 17-2375 / CIP No. 50437

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 4:00 p.m. on October 11, 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 the week of November 6.

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
REQUEST FOR PROPOSALS
For Engineering Services For
Deadwood Avenue Reconstruction – I-90 to Meade County
PROJECT NO. 17-2375 CIP 50437

PROJECT LOCATION
Project is located along Deadwood Avenue between I-90 and the Meade County line. Approximately 6,000 feet of the Project is located within City limits and approximately 3,000 feet is outside City limits within Pennington County. See Vicinity Map at end of this RFP.

1. REQUEST FOR PROPOSAL:

The City of Rapid City Public Works Department, Engineering Services Division, is requesting proposals to provide professional engineering services for design, bidding, and construction services for the proposed project.

2. PROJECT DESCRIPTION:

This is a joint project with the City of Rapid City and Pennington County to reconstruct Deadwood Avenue from I-90 to Meade County. The City of Rapid City will be the lead agency responsible for project oversight and bidding of the project. Pennington County will also review and provide comments on the design and must concur with bid award.

It is anticipated that the improvements will widen the roadway embankment, replace culverts and reconstruct asphalt pavement section. The south 500’+/- is to be a mill & overlay. The horizontal s-curve near the City limits will be straightened and other minor vertical geometric improvements are anticipated.

Anticipated Project components are as follows.

1. Roadway grading and reconstruction of asphalt pavement to match Meade County roadway section (rural section with 13’ lanes and 2’ shoulders).
2. Drainage culverts (extend/repair/replace).
3. Water & Sewer = None, although casing pipes may be needed to aid future water and sanitary sewer installation.
4. ROW acquisition as needed.
3. **PROJECT JUSTIFICATION:**

Pavement is in poor condition with steep foreslopes and without shoulders. The s-curve at the City Limits has a history of accidents.

4. **BACKGROUND:**

Background information includes City of Rapid City GIS maps, Utility System Master Plan, City of Rapid City benchmark data, City of Rapid City water, sanitary sewer and storm sewer maps, the City of Rapid City historical bid tabulation/cost data, design reports, and plans of existing facilities.

5. **DESIGN CRITERIA:**

Design criteria for the projects shall include the current edition of the following items: City of Rapid City Design Criteria manuals; City of Rapid City Standard Specifications, current edition; City of Rapid City Drafting Standards; City of Rapid City Stormwater Quality Manual. AASHTO & MUTCD. If conflicts are identified between standards to be used or design criteria documents they shall be resolved in favor of the more stringent requirement as determined by the Director of Public Works. Use of other documents or references may be proposed, however, this will require written concurrence from the City through the Project Manager and may require “Exceptions per the City exception process.

6. **SCOPE OF SERVICES SUMMARY:**

Consultant selection will be based on the consultant’s capabilities to perform the five tasks indicated below:

Task 1 – Preliminary Design Services  
Task 2 – Final Design Services  
Task 3 – Bidding Services  
Task 4 – Basic Construction Services  
Task 5 – Expanded Construction Services

Refer to **“ATTACHMENT ONE - DRAFT SCOPE OF SERVICES REQUESTED”**, for draft descriptions of each of the above tasks of work.

Consultant selection will be based on the consultant’s ability to perform these five project tasks. The City, at its sole discretion, may or may not contract for all five project tasks and reserves the right to negotiate services based on what is in the best interest of the City.
7. **CONSULTANT SCHEDULE:**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Negotiations Complete</td>
<td>December 15, 2017</td>
</tr>
<tr>
<td>Rapid City Council Authorization</td>
<td>January 2, 2018</td>
</tr>
<tr>
<td>Conceptual Design Services Submittal</td>
<td>May 2018</td>
</tr>
<tr>
<td>Final Design Services Submittal</td>
<td>September 2018</td>
</tr>
<tr>
<td>Final Plans, Specifications, and Contract Documents Complete</td>
<td>December 2018</td>
</tr>
<tr>
<td>Project Bid Opening Date</td>
<td>January 2018</td>
</tr>
<tr>
<td>Project 100% Construction Complete</td>
<td>August 2018</td>
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</table>

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.

8. **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). Tasks 1-3 typically will be combined as an individual contract. These tasks maybe 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 under Tasks 1-3 as negotiated.

Tasks 4 and 5 typically will be combined as a separate contract to be negotiated by the Construction Services Group. Task 4 and 5 typically will be based on a fee and itemized task schedule with a maximum not-to-exceed amount. Generally a request to provide a scope of services proposal will occur prior to project advertising for bid. The City anticipates negotiating contract services for Task 4 and reserves the right to evaluate whether it is in the best interest of the City to negotiate contract services for Task 5 at this time. The availability of City staff and the complexity of the project will be the basis for determining whether the City will enter into contract negotiations for Task 5 services. The City will issue a “Notice to Proceed” to the Consultant to begin contract services under Tasks 4 or Tasks 4 and 5 as negotiated.
The City reserves the right to administer and issue “Notices to Proceed” for Tasks 1-5 in a manner that is in the best interest of the City.

9. **GENERAL CONDITIONS FOR PROPOSALS:**

A. **Inquiries:**

Please direct questions to:
- Todd Peckosh
  Engineering Services Division
  300 Sixth Street
  Rapid City, SD  57701
  (605) 394-4154
  (605) 355-3083 (fax)
  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.

10. PROPOSAL SUBMISSION:

Please submit six (6) copies of your proposal no later than 4:00 PM, October 11, 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

Professional services consist of five Tasks: Preliminary Design Services, Final Design Services, Bidding Services, Basic Construction Services, and Expanded Construction Services. The tasks outlined below are intended to be a starting point to be used by the selected consultant for the development of the Scope of Services to be included in the Professional Services Agreement.

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 listed in this RFP, and any other resources as necessary.

1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be in NAD 83 (2011) NAVD 88 South Dakota State Plane South Zone. The horizontal and vertical coordinates may be established from the Rapid City Primary Control Network.

1.4 Meet with individual property owners regarding ROW and permanent and temporary easement needs and regarding specific project issues and components.

1.5 Private Utilities Base Plan Verification Meeting: The consultant shall send base plans to the private utilities requesting verification that their utilities are shown correctly per their records. A meeting with the private utilities shall be scheduled after submitting plans to verify that the utilities are shown correctly and to make plan revisions as needed.

1.6 Conceptual Design Submittal
The Conceptual Design Submittal shall generally consist of the following documents:

A. Conceptual Design Report

Prepare a Conceptual Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report- The consultant shall submit all design assumptions for pipe sections, storm sewer locations, pavement sections, etc. The Consultant shall include design life, design criteria, and reference of design resources. The Consultant shall use the City Infrastructure Design Criteria Manual to establish design criteria and standards. The Conceptual Design Report shall evaluate and recommend pavement design; preliminary horizontal and vertical alignments roadways, project phasing and limits, and other public improvements. Establish pipe sizes, lane configurations, drainage system capacity, etc. Provide justification for the facility and analysis of alternatives. The project’s geotechnical report shall be included within the Conceptual Project Design Report and include soil classifications, N values, water levels, proctors, CBR’s, pavement design, and testing recommendations. The Consultant shall elaborate on other project components as necessary.
A probable opinion of construction costs for the project(s) shall be included. The costs shall be itemized based on the City’s standard bid items and appropriate contingency item allowance.

The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report.

Identify the existing right-of-way (ROW) location and any ROW or easements necessary for the Project. Include size and extent of such ROW and easements and contact information of property owners.

Identify potential water and sewer main casing locations.

Submit three (3) copies and a PDF version of the Conceptual Design Report and preliminary plans and specifications to City of Rapid City’s project manager for review and comment.

B. Preliminary Plans

Provide three (3) copies and a PDF version of the preliminary plans. The preliminary plans shall contain the following sheets:

- Cover Sheet – Note the index of Sheets indicating the anticipated drawing sheets shall be provided.
- Survey Control Sheet – The Survey Control sheet shall include control points with Northing, Easting, Elevation, and Description with Station and Offset to the closest alignment. Horizontal alignments including beginning and end stations, and deflections and curve data. Combined ground to grid scale factor and Basis of Bearings.
- Anticipated traffic control phasing and erosion control measures
- Property Layout and Land Ownership
- Plan and Profile Sheets - Show storm sewers, driveway locations, and proposed surfacing and drainage items. Design Criteria elements like profile grades, “K” values, vertical and horizontal curve data should be included.
- Anticipated Rapid City Standard Details
- Special Details – Casing details, culvert details, etc.
- Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards. Use current City-provided drawing templates.
- Plans should include separate bid schedules for City work and County work.

1.8 Attend submittal review meeting with City and County staff, if necessary.

**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 and County comments from the Task 1 review(s) and finalize Conceptual Design Report. The Conceptual Design Report should be now titled “Project Design Report”.

2.2 Provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area). Identify if property is owner occupied or a rental.

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

2.4 Coordinate with the geotechnical engineer to complete these services, and provide a geotechnical report to be included in the Project Design Report and project plans or specifications.

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

2.6 Provide a complete stormwater pollution prevention narrative which will include detailed erosion and sediment control measures and specifications. Provide a complete erosion and sediment control site plan which includes station and offset locations for each implemented measure. 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.

2.7 Provide detailed traffic control plans showing all devices required for a MUTCD compliant plan. Show all streets that may be impacted by this project. Show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plan. A detailed layout will be included for each phase of multi-phased projects. The traffic control sequence of implementation and phasing schedule shall coincide with erosion and sediment control sequence of implementation and phasing schedule. Each traffic control device shall be bid separately. The City will provide an electronic version of an aerial photo for the selected consultant’s use.

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

2.9 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. Ensure 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.

2.10 Notify the City Project Manager if private utilities will need to be relocated so PM can formally notify the utilities to relocate.

2.11 If desiring exceptions from City requirements or specifications, it is the Consultant’s responsibility to request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.

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

2.13 Engineer shall obtain a design exception for Infrastructure Design Criteria manual requirements as needed.

2.14 Provide complete plans and specifications for a unit price construction contract. Provide separate bid schedules for City and County work. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.

2.15 Plans documents shall adhere to current City of Rapid City guidelines.

2.16 Staking information shall include:
  - Station offsets and required grades for all items of work requiring field staking.
2.17 Act as the City’s Agent to complete the following tasks: obtain property owner contact information, prepare easement and ROW exhibits as necessary, provide copies of current deeds of properties where easements are needed.

2.18 Provide two (2) copies and a PDF version of the finalized Project Design Report.

2.19 Provide three (3) copies and a PDF version of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost (for City and County work) 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.

2.20 Address 100% submittal staff comments as necessary.

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

2.22 Prepare any and all permits with exhibits the City will need to execute for the project.

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

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

2.25 Deliver the following:

- Provide one (1) copy and a PDF version of bid documents including complete plans, specifications, and Engineer’s Estimate of probable construction cost to the City of Rapid City’s project manager for City distribution.
- Provide complete plans on CD compatible with AutoCAD Release 2011 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.

2.28 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval, and the Consultant shall address any comments or corrections required.

**TASK 3 – BIDDING SERVICES:**

This task consists of all services necessary for the administration of the Bidding Services of the project, and may include the following itemized services.
3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
3.2 Consultant shall proof print quality at printers before full production of copies are made.
3.3 Arrange and conduct a Pre-bid Conference, prepare an agenda and record attendance and minutes. Distribute minute copies to only Consultant and City. An example of an agenda is enclosed as Attachment Five for your information.
3.4 Prepare and issue addenda to the bid documents as required.
3.5 Review Bidder’s Proposals and review and sign the City Engineering Services prepared Bid Tab, and prepare an award recommendation letter to the City of Rapid City project manager.
3.6 Prepare “As Built” plans and specifications. A hard copy of “As Built” plans and specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Consultant will provide PDF’s and CAD files on a CD or DVD. The digital submittal must be compatible with AutoCAD Civil 3D 2011, or newer, and contain all files and data packaged in a format that will allow City personnel to seamlessly open “As Built” drawings. The Consultant will work with the City CAD technician, in person, to demonstrate the CAD file operation and compatibility with City CAD software. If the Consultant is hired for Tasks 4 and 5, “As Built” plans and specifications shall be provided thirty (30) days following project acceptance. However, if the Consultant is not hired for Tasks 4 and 5, “As Built” plans shall be provided thirty (30) days following the Consultants receipt of City markups/redlines. The Consultant will be paid for this work in advance, on the last invoice, but is required to complete the work at a later date per the contract, even if the Consultant has billed 100% of the contract and the City has closed the contract.

All “As Built” plans and specifications, believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance, which shall read, “I (insert Engineer of Record’s name) Certify that the As Built drawings and specifications contained here within, to the best of my knowledge, represent the constructed project. This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The “Certification Statement of Conformance” shall be signed and dated by the Engineer of Record.

TASK 4 – BASIC CONSTRUCTION SERVICES:

This task consists of all services necessary for the administration of the Basic Construction Services of the project construction stage, and may include the following itemized services.

4.1 Review construction contract documents and other submittals from the contractor and submit to the City of Rapid City project manager for distribution to City Attorney’s for approval and signatures of the Mayor and Finance Officer.
4.2 Arrange and conduct a Pre-Construction Conference including agenda. Record minutes and distribute to all attendees. An example of an agenda is enclosed as Attachment Six for your information.
4.3 Provide written clarification regarding drawing and specification questions.
4.4 Provide recommendations to address changed or unknown conditions that may appear during construction.
4.5 Review and take action on shop drawings, product submittals, test results, and other submittals.
**TASK 5 – EXPANDED CONSTRUCTION SERVICES**: 

This task consists of all services necessary for the administration of the Expanded Construction Services of the project construction stage, and may include the following itemized services.

5.1 Mark removal limits of appropriate items.  
5.2 Prepare Public Service Announcements (P.S.A.’s) for Engineering Services. Engineering Services will be responsible for distribution to all local media. Copies of P.S.A.’s shall be distributed one week prior to start of work or change in operations that may significantly affect the public.

5.3 Appropriately notify affected Property Owners.

5.4 Arrange and conduct appropriate progress meetings. Record minutes and distribute to all attendees.

5.5 Provide daily on-site observation to assure that the methods and materials used by the contractor meet the intent of the plans and specifications. For buried installations such as for sewer and water mains the Consultant shall be on site all of the time the Contractor is installing these buried installations.

5.6 Prepare daily reports. A daily record of activity will be maintained by the inspector including weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and any other pertinent information. Such information shall be neatly and concisely entered into the City of Rapid City Project Inspector’s Diary and Inspection quantity book. Submit detachable copies to Engineering Services on a weekly basis.

5.7 Perform stormwater inspections, prepare reports, and keep the erosion and sediment control plans current as required by the ordinance regulating construction site runoff control, Chapter 8.46, and the Stormwater Quality Manual.

5.8 Provide soil compaction testing according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.

5.9 Provide assurance testing (or witness Contractor testing) according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.

5.10 Prepare and submit monthly pay request information.

5.11 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.

5.12 Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.

5.13 Prepare and submit City of Rapid City project “Construction Project Close-out Checklist” indicating compliance with Standard Specifications and acceptance of the various infrastructure components. The Consultant is responsible for coordinating completion of the checklist items with the Contractor. The checklist is enclosed as Attachment Four for your information.

5.14 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.

5.15 Prepare a letter to SDDENR notifying them of project completion.

5.16 Ensure Contractor’s two-year warranty surety is provided to the City of Rapid City either within the performance bond or as a separate bond.

5.17 Assist the City in addressing and communicating warranty items with the Contractor that may arise during the City’s two year warranty period.

5.18 Perform a 2 year warranty inspection and create a punch list of items for the Contractor to complete.
PROJECT TEAM, MEETINGS, AND SUBMITTALS SUMMARY

6.1 Project team members will include:
- The Consultant
- City Engineering Services staff
- Pennington County staff
- Operations Division staff (list all appropriate entities)
  - Street Division

6.2 Meetings requiring the Consultant’s participation will likely include, but may not be limited to the following:
- Kick-off meeting, Task 1
- Conceptual Design Report, Plans and Specifications submittal review meeting, Task 1
- Property owners meeting
- Private Utility coordination meeting, Tasks 1 & 2
- 100% Plans, Specifications, and Contract Documents review, Task 2 (This submittal is made when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost documents are complete).
- Prebid Conference, Task 3
- Bid Opening, Task 3
- Pre-construction Conference, Task 4
- Construction Progress Meetings, Task 5
- Committee and Council Meetings as required, All Tasks

6.3 Submittals include:
- All submittals shall include a title, date of submittal, name of person at the City the submittal is being delivered to, and name of firm and individual making the submittal. Submittals and drawings shall also clearly be labeled with one of the following statements:
  - “For Review Only”
  - “As-Built”
  - Other as maybe necessary to effectuate submittal purpose.
- Kick-off meeting, Task 1 meeting minutes
- Conceptual Design Report and Preliminary Review Submittal, Task 1 including meeting minutes
- Final Project Design Report, Task 2 including meeting minutes. Final design reports shall be bound utilizing a comb binder or equal. 3-ring binders are not permitted without project managers prior approval.
- 100% complete plans, specifications, contract documents, and opinion of probable construction cost Contract Documents Review, Task 2 including meeting minutes
- Property owners meeting minutes
- Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer’s Estimate of probable construction cost, Task 2
- Prebid conference meeting minutes, Task 3
• Pre-Construction conference meeting minutes, Task 4
• Shop Drawing submittal reviews, Task 4
• “As-Built” plans and specifications, Task 3
• Progress meeting minutes, Task 5
• Daily observation reports, Task 5
• Quantity Books (in City format)
• Erosion and Sediment Control plan inspection reports, Task 5
• Inspector diaries (in City format)
• Project completion “Punch List”, Task 5
• “Construction Project Close-out Checklist”, Task 5
• Project testing report documentation
• Letter of certification of project completion, Task 5

The Consultant shall allow 20 working days for City and County review of the Project Design report and Conceptual Design submittal, and the 100% complete plans; specifications; geotechnical report; and opinion of probable construction cost submittal.
ATTACHMENT TWO
Consultant Evaluation Forms

PROPOSAL EVALUATION FORM (25 Total Points Possible)

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<th>Project Name:</th>
<th>Firm Name:</th>
<th>Interviewer:</th>
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### PROPOSAL EVALUATION CRITERIA

#### P1: Firm’s Project Team - 25% of total
The evaluator should consider the following information when scoring this category:
- 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;
- 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;
- 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;
- D. Name(s) 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;
- E. Ability to expand the firm’s capabilities by working with other consultants or branch offices (if required).

#### Scoring (Circle One)
1 2 3 4 5 6 7 8 9 10

#### P2: Firm’s Experience with Similar Projects and Other Relevant Agencies within the Past 5 Years – 20% of total
The evaluator should consider the following information when scoring this category:
- 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 stagnation, construction administration, GIS, finance, economics, and other.
- B. Prior experience with other relevant agencies for the past five years such as other municipalities, South Dakota DOT, South Dakota DENR, and others.

#### Scoring (Circle One)
1 2 3 4 5 6 7 8 9 10

#### P3: Firm’s Experience and Familiarity with Rapid City Design Criteria and Standards – 20% of total
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.
- A. Firm’s staff’s direct experience (in-house capability) with this type of project
- B. Firm’s familiarity with City design criteria and standards.
- 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.

#### Scoring (Circle One)
1 2 3 4 5 6 7 8 9 10

1 = Fails to meet the expectations of the reviewer in this category
10 = Fully meets the expectation of the reviewer in this category
P4: Firm’s Management Procedures – 20% of total

The evaluator should consider the following information when scoring this category:

A. Firm’s organizational structure must be clearly defined with personnel qualifications and where actual work will be done;
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;
C. A current certificate of insurance, including errors and omissions, executed by the insurance carrier’s authorized agent;
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.

P5: Office Location – 10% of total

The evaluator should consider the following information when scoring this category:

Indicate the office location of the project manager, key designers, sub-consultants, and construction staff for the project?

P6: Quality of Proposal – 5% of total

The evaluator should consider the following information when scoring this category.

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.”

1 = Fails to meet the expectations of the reviewer in this category
10 = Fully meets the expectations of the reviewer in this category
# INTERVIEW EVALUATION FORM (75 Total Points Possible)

**Project Name:** 

**Firm Name:** 

**Interviwer:** 

**Date:** 

## INTERVIEW EVALUATION CRITERIA

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<th>Scoring (Circle One)</th>
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### 11: Project Approach and Demonstration of Project Understanding and Issues – 45% of total

The evaluator should consider the following information when scoring this category:

- A. Familiarization and understanding of the project and project issues including potential alternatives;
- B. Approach toward project design and construction administration;
- C. Experience with key project elements;
- D. Project components including constructability, project phasing and sequencing;
- E. Innovative design and construction administration techniques and methods;
- 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;
- G. Understanding of the project schedule and critical milestones;
- H. Identification or recognition of potential project pitfalls and challenges.

### 12: Past Design and Construction Administration Performance – 20% of total

The evaluator should consider the following information when scoring this category:

- 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.

#### A. Design:
- Has the firm’s prior work products demonstrated the following:
  - Ability to meet design budgets;
  - Ability to meet design timelines/milestones/completion dates;
  - Ability to produce complete and understandable submittal documents;
  - Ability to stay within scope;
  - Ability to obtain easements and ROW;
  - Ability to produce accurate construction cost estimates;
  - Effectiveness in working with the public;
  - Past work products (drawings and specifications) have limited review comments and red lines;
  - Past work products (drawings and specifications) are legible and organized.

#### B. Construction:
- Has the firm’s prior work products demonstrated the following:
  - Ability to produce drawings and specifications with limited unnecessary construction change orders?
  - Effectiveness in working within the public;
  - Ability to produce accurate and timely contractor pay applications;
  - Ability to effectively coordinate with the contractor;
  - Ability to verify contract obligations (final inspection compliance with drawings and specifications);
  - Ability to successfully coordinate and verify start-ups for electrical and mechanical types of facilities;
  - Ability to produce complete and understandable drawings and specifications;
  - Ability to verify that shop drawings, product literature, and submittals comply with City specifications, drawings, and supplemental provisions;
  - Ability to produce accurate, detailed, quality construction deliverables (construction diaries, quantity books, and construction documentation including photos, as-built drawings, etc.);
  - Ability to produce drawings and specifications that minimize field orders;
  - Ability to produce drawings and specifications that minimize Contractor questions and uncertainties;
  - Ability to mitigate construction problems from escalating;
  - Ability to effectively keep the City’s PM apprised of construction issues and potential project cost savings and increases;

1. Full meets the expectations of the reviewer in this category.
2. Poor meets the expectations of the reviewer in this category.
### 13: Past Performance of Quality Control and Quality Assurance (QA/QC) – 15% of total

The evaluator should consider the following information when scoring this category:

- Completeness of submittals, drawings and specifications;
- Minimizing the number and frequency of design errors;
- Project Constructability - Successfully addressed project constructability, sequencing, and phasing;
- Clarity - the contractor easily understands the intent of the project and what is being conveyed in the drawings and specifications;
- Expectations - the project meets the owner’s objectives and intent for the project;
- Quality - past deliverables are of high quality (adherence to City design criteria and standards as well as general document legibility and organization).

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### 14: The Firm’s Project Team and Task Assignment Summary – 15% of total

The evaluator should consider the following information when scoring this category:

- 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);
- 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);
- 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.

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### 15: Quality of interview – 5% of total

The evaluator should consider the following information when scoring this category.

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".

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1: Fail 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 ___________________________, (Engineer), located at ___________________________, for Design and Bidding Professional Services for ________________________, Project No. _________

AGREEMENT made _________________________________, 20____, between the City of Rapid City, SD (City) and ____________________________, (Engineer), located at ___________________________. City intends to obtain services for design and bidding for ____________________________________, Project No. _________ CIP No. ___________. 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:  

__________________________  
MAYOR

Engineer:  

__________________________  
ENGINEER

DATE: ______________________  
DATE: ______________________

ATTEST:
### FINANCE OFFICER

**Reviewed By:**

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**DATE:** 

### CITY’S DESIGNATED PROJECT REPRESENTATIVE

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### ENGINEERING FIRM’S DESIGNATED PROJECT REPRESENTATIVE

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AGREEMENT made _________________________________, 20____, between the City of Rapid City, SD (City) and ____________________________, (Engineer), located at _____________________________. City intends to obtain construction services for ____________________________________, Project No. _________ CIP No. ___________. 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.)

**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 90 days after construction is complete.

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:
RFP for Project No. 17-2375

FINANCE OFFICER

Reviewed By:

_________________________________, PROJECT MANAGER

DATE: ____________________________

CITY’S DESIGNATED PROJECT REPRESENTATIVE  
NAME ____________________  NAME ____________________
PHONE ___________________  PHONE ____________________
EMAIL ____________________  EMAIL ____________________

ENGINEERING FIRM’S DESIGNATED PROJECT REPRESENTATIVE

NAME ____________________
PHONE ___________________
EMAIL ____________________

RFP for Project No. 17-2375
### ATTACHMENT FOUR

**CONSTRUCTION PROJECT CLOSEOUT CHECKLIST**

Construction Project Close-out Checklist  
City of Rapid City Engineering Services

<table>
<thead>
<tr>
<th>Project Number:</th>
<th>Project Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Project Manager:</th>
<th>Inspector:</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Substantial Completion Date:</th>
<th>Completion Date:</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

* Items to be inspected by City Operations personnel

#### GENERAL

**Grading:**
- Full width of ROW
- Full Sections: lift thickness & Compaction Testing

**Erosion Control:**
- Required structures/features in place
- Revegetation: Topsoil, seeding, mulching, irrigation

**Private Utilities:**
- Trenches tested for compaction
- Sight triangles unobstructed
- Above-grade locations relative to sidewalk & property lines

#### SEWER SYSTEM

**Sewer Mains:**
- Trench backfill tested for compaction
- Tested for watertightness
- TV’ed for debris & defects
- Deflection test completed

**Manholes:**
- Tested for watertightness
- Chimneys: straight and watertight
- Frame & covers: watertight & adjusted to grade
- Inverts: channel depth, shape & smoothness
- Tie-ins: watertight, inverts smooth & clean

**Sewer services:**
- Locations marked at property line (if applicable)
- Service trench backfill tested for compaction
- Utility maintenance completed service line inspection

---

RFP for Project No. 17-2375
### Groundwater Drain:
- Tie-ins
- Alignment
- Cleanouts
- Grade
- Trench backfill tested for compaction
- Fabric in place

### WATER SYSTEM
**Water Mains:**
- Trench backfill tested for compaction
- Pressure & Leak Tested
- Disinfected & flushed
- Bacteria Test Completed & tested
- Tracing wire: intact, terminated, & tested
- Valves operate properly
- Valve Boxes straight, clean & adjusted to grade
- * Valves operate properly

**Fire Hydrants:**
- Nozzle height, orientation, & plumb
- Location relative to sidewalks, landscaping, poles, etc.
- Fire Hydrant charged & flow tested
- * Fire Hydrant charged & flow tested

**Water Services:**
- Curb Stops
  - Boxes straight, clean & Adjusted to grade
  - Location relative to sidewalks & property line
- Service trench backfill tested for compaction
- Utility maintenance complete service line inspection
- * Utility maintenance complete service line inspection

### STREETS
**Subgrade:** scarified & tested for compaction
**Base Course or Gravel Cushion**
- Subgrade checked for compliance with bluetops
- Plans thickness & trimmed
- Tested for compaction

**Curb & Gutter:**
- Finish, jointing, curing
- Dimensions
- Tilt & Slope
- Concrete testing: air, 28-day compressive strength

**Pavement, AC & PCC:**
- Mix design
- Binder
- Total thickness per plans
Environmental conditions during placement
Ride
Cross slope
Edges next to pans, curb face & Other structures

AC Pavement:
  Compaction test results
  Surface seal
  Lift thickness

PCC Pavement:
  Doweling & jointing
  Finishing & curing
  28-day compressive strength
  Joint Sealing:
    Transverse
    Longitudinal

Underdrains or Edge Drains:
  Pipe Grade
  Cleanouts
  Storm Sewer Connections
  Trench backfill tested for compaction
  Fabric in place

**STORM SEWER SYSTEM**
  General: all components clean & free of debris
  Storm Sewers:
    Inlets: grates, openings, sizes
    Flared ends & rip-rap
    Frame & covers: adjusted to grade
    Grates & pipe penetrations grouted
  Open Channels:
    Cross section geometry & flow-line slope
    Checks, drops, & Armoring
    Topsoil, seeding, mulching
    Interim erosion control measures established
    Maintenance accesses: grades, widths, & surfacing
    Trench backfill & Embankment Fill tested for compaction
    Storm sewer pipe TV'ed for debris & defects

**SIGNS, PAVEMENT MARKING & LIGHTING**
  Regulatory Signs: MUTCD-compliant, posts, placement, plumb*
  Street Signs: names & spelling, placement, plumb
  Striping & Pavement Markings: MUTCD-compliant*
  Street Lighting: locations, conduits, etc.*
  Crosswalks*

**EROSION AND SEDIMENT CONTROLS**: Best Management Practices
<table>
<thead>
<tr>
<th>Housekeeping</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check Dams</td>
</tr>
<tr>
<td>Silt Fence</td>
</tr>
<tr>
<td>Wattles</td>
</tr>
<tr>
<td>Inlet Protection</td>
</tr>
<tr>
<td>Topsoil, Seeding, Mulching</td>
</tr>
</tbody>
</table>

**SIDEWALKS**

- Locations & widths (on all 4 intersections quadrants, minimum)
- Handicap ramps: locations, ADA-compliant
- Finishing, jointing, curing
- Type "C" walls (if applicable)
ATTACHMENT FIVE

PREBID CONFERENCE
for
PROJECT NAME
PROJECT NO. XXXX / CIP NO. XXXX

August 7, 2012 @ 1:00 p.m. MDT

PROJECT NAME:  XXXX
PROJECT NUMBER:  XXXX / CIP NO. XXXX

PROJECT MANAGERS CITY:

<table>
<thead>
<tr>
<th>Role</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager – Design</td>
<td>Ph: (605) 394-4154</td>
</tr>
<tr>
<td>Project Manager – Construction</td>
<td>Ph: (605) 394-4154</td>
</tr>
<tr>
<td>Other – If Needed</td>
<td>Ph: (605) 394-4154</td>
</tr>
</tbody>
</table>

CONSULTANT:  CONSULTANT NAME

<table>
<thead>
<tr>
<th>Role</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>XXXX Ph: (605) 343-0000</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>XXXX Ph: (605) 343-0000</td>
</tr>
</tbody>
</table>

DESCRIPTION:  Sanitary Sewer Main Extension

General Summary of Work:

- Approx. XXXX lf of XX-inch PVC sanitary sewer main
- Approx. XXXX lf of XX-inch PVC sanitary sewer main
- Approx. XXXX lf of XX-inch sanitary sewer service line
- Other ancillary items and miscellaneous work as shown on plans
- Minor drainage improvements as shown on the plans

DISCUSSION ITEMS:

1. Welcome and Introductions
2. Attendance Sheet
3. Questions:

Following this meeting, questions or requests for clarification will only be accepted in written form via mail, fax or e-mail. Questions will not be addressed if received by telephone. Questions will **only** be accepted at the following address:

Mail:  City of Rapid City or Consultant if Applicable
       Attn:  XXXX XXXX
       Rapid City, South Dakota XXXX

Fax:  (605) 355-3083

E-Mail:  XXXX

**Note:**
Any plans questions, or requests for clarification on the construction drawings or Bid Documents shall be made to the City of Rapid City or Consultant if Applicable as referenced above.
4. **Addendums:**
Items requiring clarification of additional information will be answered in an Addendum. An addendum is anticipated to be issued on **August 10, 2012**. All written questions must be received by **4:00 p.m. on August 9, 2012**. No written questions received after **4:00 p.m. on August 9, 2012** will be considered. The addendum will be e-mailed by the City to the address given on the Plan Holders List.

5. **Contract (Front End) Documents**

a. **Section 1 –**
   - Bid Guarantee (certified check, cashier's check, or draft for five percent (5%) of the amount of the bid, or a bid bond for ten percent (10%) of the amount bid).

b. **Section 2 -**
   2.1 Substitute Bid Schedule Allowed. Amounts to nearest $0.01 (penny) not to $0.001. If used, the substitute bid schedule must be attached to the backside of the last page of the bound Bidders Package.
   2.15 Basis of Payment – Partial Payments / Single Payment Payment Frequency – Bi-Monthly / Monthly
   2.16 Payment for Materials On-Site defined as the project site, unless specifically indicated otherwise within the contract documents. The site is secure and the inspector has been able to verify and inspect the materials.
   2.17 Use Tax Liability – 0.00
   2.19 Residential Preference – Matches the preference given in the other state.

c. **Section 3 - Insurance Requirements – Construction and Warranty**
   - City of Rapid City and Consultant if applicable shall be included as additional insured
   - Warranty does not begin until Final Completion of Project.

d. **Section 4 – Bidders Proposal**
   - Bid Date: XXXX
   - Special Bid Conditions and Explanation of Bid Schedules

All Work shall be completed per the schedule(s) indicated on **Page 4.3**, “Special Bid Conditions and Explanation of Bid Schedules”, of the contract documents.

1 **Milestones:**

Milestone 1 – Phase One work: All work within Phase One, to include permanent surfacing, shall be completed no later than December 14, 2012. Liquidated damages shall be charged for failure to complete work within Project Phase One as described above.

Milestone 2 – Phase Two work: All work within Phase Two, shall be completed no later than August 16, 2013. Liquidated damages shall be
charged for failure to complete work within Project Phase Two as described above.

1.1 **Overall Completion Date**

All work shall be complete by **August 16, 2013**. Liquidated damages shall be charged for failure to complete ALL work by **August 16, 2013**.

- Liquidated Damages: Shall follow the Standard Specification
- **Weather Days Shall Not be considered for completion date extensions.**

e. **Section 6 – Performance Bond**

- A Performance Bond shall be required at the on-set.
- A Warranty Bond shall be required at the closeout if it is not contained within the Performance Bond.

f. **Standard Specifications**

- Standard Specifications for this project shall be the City of Rapid City Standard Specifications for Public Works Construction, 2007 Edition, with current updates and revisions.

6. **Plan Drawings**

A. Private Utilities – as shown on the Drawings, no anticipated relocations.
B. **Erosion and Sediment Control Plans use “Means and Methods”.**
C. **Traffic Control follows the Erosion and Sediment Control Phasing Plan.**
D. All disturbed areas to be reclaimed; disturbed areas beyond construction limits shall be reclaimed at Contractor's expense.
E. Testing shall be per the Standard Specifications. The owner shall provide testing of embankment soils. The Contractor shall provide all other testing, including aggregate density, asphalt, and concrete.
F. **The Contractor shall pay for and provide Proctor Test Results for City approval. Note the T-180 Bid Item.**
G. **Project Coordination: Contractor is responsible for coordinating with property owners and busing operations.**
H. **Progress Meetings: Held at least weekly On-Site.**
I. **Construction Limits: ROW, as required to perform work, and Temporary Construction Easements. Contractor shall flag construction limits and maintain all operations within those limits at all times.**

7. **Other**

A. **A bid quantity for “Imported Backfill Material (Trench)” has been included for use where unsuitable soils are encountered. Written approval of the Engineer is required prior to placement for consideration of payment. No payment shall be made without written prior approval of the Engineer. The determination of unsuitable soils shall be based upon the recommendations of the Geotechnical Engineer. Wet soils shall **not** be considered unsuitable soils.**

B. **Staging Area – If additional staging area is necessary beyond that provided in these plans, the bidder is responsible for obtaining written permission from the**
owner of the proposed site and final restoration of the proposed site without further payment being made.

C. Weekend work per the Rapid City Standard Specifications.

D. Changing the Sequence of Construction from that outlined constitutes a Change Order request by the Contractor

8. **Contractor Questions**
ATTACHMENT SIX

PRE-CONSTRUCTION CONFERENCE
(PROJECT NAME)
PROJECT NO. (XXXXX)
(DATE OF MEETING)

(From Scope in Detailed Specs)

1. ORGANIZATION REPRESENTATIVES

<table>
<thead>
<tr>
<th>POSITION</th>
<th>NAME</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Project Engineer (City) (Consultant)</td>
<td></td>
<td>394-5377 Ext. XXX</td>
</tr>
<tr>
<td>B. Project inspection &amp; construction management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Contractor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Contractor's Superintendent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Contractor's designee responsible for jobsite safety</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Subcontractors on project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Utility contacts</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. CONTRACT

| A. Properly executed                                                      |      |              |
| B. 100% Payment and Performance Bonds                                    |      |              |
| C. Insurance                                                             |      |              |
| D. Contract amount                                                        |      |              |
| E. Contract time                                                          |      |              |
| F. Notice to Proceed                                                     |      |              |
| G. Start work date                                                       |      |              |
H. Completion date
I. Liquidated damages Per Section 7.64- $XXX per working day

3. RESPONSIBILITIES OF PARTIES

A. Contractor
   • Construct project in accordance with Plans & Specifications
   • Supervise all work crews and subcontractors
   • Safety of all workers on site
B. City or City's designated party
   • Certify & process monthly estimates and CCO's
C. City's Designated Party
   • Observe construction and provide quality assurance
   • Interpret Plans & Specifications
   • Review monthly estimates and CCO's

4. SUBMITTALS

A. Construction schedule
   • Type
   • Review and update requirements
B. Payment schedule
C. Schedule of values
D. Air Quality Construction Permit (Submitted prior to construction)
E. Shop drawings
   • Master list with schedule
   • Submitted by Prime Contractor ONLY
   • O & M Information for O & M Manual
   • Engineer's requirements
     • Number of copies (minimum of 5 copies)
     • Contents
     • Deadlines

5. UTILITY LOCATIONS AND COORDINATION

A. Contractor's responsibility
B. Contractor responsible for damage to utilities

6. EASEMENTS AND SITE ACCESS

A. (Property Location)
B. (Site specific requirements)
C. (Easement use)

7. TRAFFIC CONTROL PLAN

A. Changes approved by the Engineer
B. Coordination of essential services and notification
   • Law Enforcement
   • Fire
   • Ambulance
• SD DOT
• School bus
• Road reports
C. Modification to setup
D. Truck routing
E. When will traffic control be set up?
F. Traffic control submittal
A. Removal/return of traffic control devices per Sec. 90.3 of Standard Specifications
B. Public Service Announcements
H. Other

8. MATERIAL DISPOSAL AND CLEANUP

A. Disposal sites identified
B. Written permission by property owner provided to City
C. Daily cleanup
D. Conform to shop drawings and O & M info provided prior to payment

9. PERMITS

A. Building
   • Local
   • State
B. Construction Dewatering - Detail Specification #XX - By City
C. 310 Permit, County Conservation District
D. Air Quality Construction Permit (Copy to Engineer prior to construction)
E. Erosion and Sediment Control Permit
F. Army Corps Permit #33 - By City
G. Army Corps Permit #3 - By City
H. SD Dept. of Transportation Utility Permit
I. Right to Work Permit from Utility Maintenance

10. PROGRESS MEETINGS AND REPORTS

A. Project Manager, Inspector, Contractor (Superintendent & Foreman)
B. Weekly progress meeting
   • Day: _____________________________
   • Time: _____________________________
   • Place: _____________________________

11. PAYMENT

A. Bi-Monthly / Monthly Payments (circle one)
B. Monthly cut-off date
C. Schedule - Single payment/Monthly (circle one)
D. Invoices for materials in storage
E. Certified payrolls, submitted timely
F. Retainage: 12% up to $50,000
   5% on next $200,000
   2.5% on amount over $250,000
G. Materials paid for by unit weight
• Weigh tickets must be submitted to Engineer via the inspector at time of product delivery. All tickets must be received within 48 hours in order to be considered for payment.

12. **PAYROLLS (Usually N/A)**

   A. Wage Decision Number: _______________________
   B. Payrolls checked by: _________________________
   C. Subcontractor compliance is responsibility of Prime
   D. Superintendent and Owner-Operators shown on payrolls
   E. Overtime provisions (OT over 40 hours per week)

13. **CHANGE ORDERS**

   A. All change orders in writing
   B. Cost breakdown, with materials, labor, equipment rates & profit
   C. Stop and start work in writing
   D. Unit cost per contract
   E. Time extensions

14. **RECORD DRAWINGS (AS-BUILTS)**

   A. Contractor's responsibility
   B. Engineer's responsibility
   C. Withhold final payment until received

15. **CONSTRUCTION STAKING**

   A. Control stakeout (1 working day advance notice)
   B. Job stakeout (Inspector will coordinate)
   C. Removal limits
      • Initial sawcut
      • Final sawcut

16. **TESTING**

   A. Concrete
   B. Asphalt
   C. Re-testing payment
   D. Tests requiring Engineer's observation
      • Visual
      • Leakage
      • Disinfection

17. **SAFETY**

   A. Trenching requirements
   B. Hard hats - Yes/No (circle one)
   C. Dewatering pumps properly sized - Refer to Detailed Specification
   D. No spills
   E. Coordination of taps
      • Is water main pressurized?
      • Has sewer main been tested and accepted?
18. SEWER PROJECTS
   A. NPDES Permit not to be violated
   B. No bypass of treatment system
   C. Engineer to notify appropriate governmental agency of serious or frequent violations
   D. Coordination of taps with City personnel
      • Has sewer main been tested and accepted?
   E. Right to Work Permit from Utility Maintenance

19. WATER PROJECTS
   A. Valves to be operated by City personnel
   B. Notification of interruption of service (48 hours in advance)
   C. City to check all new valves and hydrants prior to final payment
   D. Replacement of lead and galvanized service lines
   E. Coordination of taps with City personnel
   F. Right to Work Permit from Utility Maintenance

20. TEMPORARY SERVICES
   A. Field office with telephone
   B. Toilets
   C. Water
   D. Electricity

21. LOCAL CONDITIONS
   A. Work hours
      • Permission to work Saturdays
      • No work between 9 PM & 6 AM
      • Article 7.48 of Standard Specifications has been waived for this project (?)
   B. Dust, noise and parking

22. POSTINGS (Usually N/A)
   A. Wage rates
   B. EEO Poster
   C. Non-segregated Facilities Certificate posted
   D. OSHA Poster

23. MISCELLANEOUS ITEMS
   • Subcontractor listing & % of work they are responsible for
   • Water & valve operation, if applicable
   • Sewer service cards
   • Joint restraint
   • Traffic control set-up
   • Contractor Plans & Specifications - # of sets ______________
   • Rubble
   • Manhole inverts
   • Groundwater conditions:
      • Waterway pollution prevention control plan - General Note Drawing Sheet XX of XX
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- Topsoil striping - See General Note Drawing Sheet XX of XX
- Parks Dept. issues
- AC pavement replacement - Detail Spec ## & Detail Drawing Sheet # of #
- Street grade change at intersection of XX and XX