REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN
PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT
Date: 12/21/17

Project Name & Number: Deadwood Avenue Reconstruction from I-90 to Meade County. 17-2375  CIP #: 50437

Project Description: Joint project between the City and County to reconstruct Deadwood Avenue from I-90 to Meade County. The agreement is for Preliminary Design only. Final Design will be a separate agreement. County will reimburse the City 33% of all street/drainage related design costs.

Consultant: FMG, Inc.

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<td>Contract Date:</td>
<td>Completion Date: 8/31/18</td>
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Addendum No:
Amendment Description:

Current Contract Amount: ____________________________  Current Completion Date: ____________________________
Change Requested: ____________________________
New Contract Amount: $0.00  New Completion Date: ____________________________

Funding Source This Request:

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Agreement Review & Approvals

Project Manager

Date: 12/21/17

Compliance Specialist

Date: 12/23/17

City Attorney

Date: 1/3/18

Division Manager

Date: 1-3-18

Department Director

Date: 1-3-18

Routing Instructions:
Route two originals of the Agreement for review and signatures.
Finance Office - Retain one original
Project Manager - Retain second original for delivery to Consultant
cc: Public Works, Engineering, Project Manager

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

Appropriation: 1/3/18  N
Cash Flow:  Y  N
Agreement Between City of Rapid City and FMG, Inc. for Design and Bidding Professional Services Deadwood Avenue Reconstruction – I-90 to Meade County, Project No. 17-2375 for CIP 50437

AGREEMENT made ________________, 20__, between the City of Rapid City, SD (City) and FMG Inc., (Engineer), located at 3700 Sturgis Road, Rapid City, SD, 57702. City intends to obtain services for design and bidding for Deadwood Avenue Reconstruction – I-90 to Meade County, Project No. 17-2375 / CIP No. 50437. The scope of services is as described within this document and as further described in Exhibits A, B and C (attached).

The City and the Engineer agree as follows:

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

Section 1—Basic Services of Engineer

1.1 General

1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City’s professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer’s professional judgment.

1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.

1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City’s risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney’s fees arising out of such reuse of the documents by the City or by others acting through the City.

1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.
1.2 **Scope of Work**

The Engineer shall:

1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.

1.2.2 Perform the tasks described in the Scope of Services. (See Exhibit A.)

1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.

1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

**Section 2—Information Provided by City**

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

**Section 3—Notice to Proceed**

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

**Section 4—Mutual Covenants**

4.1 **General**

4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.

4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.

4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.

4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings.
This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.

4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.

4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.

4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.

4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.

4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.

4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such
case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer’s action.

4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer’s documentation will be in a format consistent with general accounting procedures.

4.1.13 The City shall designate a representative authorized to act on the City’s behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer’s services.

4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City’s failure to provide specified facilities or information or for delays caused by other parties, excluding subcontractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.

4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.

4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer’s consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.

4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer’s services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate
specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.

4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.

4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.

4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.

4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

4.2 City of Rapid City Non Discrimination 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 $122,988.50 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 based on the schedule shown on Exhibit A.

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  

DATE: ____________________________  DATE: ____________________________

ATTEST: ____________________________

FINANCE OFFICER

Reviewed By: ____________________________

PROJECT MANAGER  

DATE: ____________________________
SCOPE OF SERVICES

FOR

DEADWOOD AVENUE RECONSTRUCTION
I-90 TO MEADE COUNTY
PROJECT NO. 17-2375 / CIP 50437

The City of Rapid City and Pennington County hereafter referred to as the “Owner” have determined the need to procure professional services including Preliminary Design Services for the Deadwood Avenue Reconstruction Project. Final Design Services, Bidding Services, Basic Construction Services and Expanded Construction Services will be negotiated with FMG Engineering at a later date as a separate contract(s).

The project includes the reconstruction of Deadwood Avenue from just north of I-90 to the Meade County line and includes existing pavement rehabilitation, roadway grading, sanitary sewer main, asphalt paving, drainage, traffic control, striping, and right-of-way acquisition. Project also includes an evaluation of the need for and location of steel casing pipes for future sanitary sewer and city water mains.

It is anticipated that the improvements will include the following:

1. Pavement rehabilitation for the new section of asphalt pavement between I-90 and the entrance to Butler Machine, approximately 550 feet.

2. Complete roadway reconstruction from the end of the pavement rehab portion to the Meade County line including 13’ driving lanes, 2’ shoulders, and improved ditch sections. All improvements shall have a design speed of 50 mph.

Preliminary roadway design will include:

a. Investigate alternate ditch sections (approximately 3 alternates). Minimum ditch depth shall be 2.5 feet.

b. Evaluate options for existing asphalt pavement recycling for use in conjunction with aggregate base course.

c. Field entrances to be replaced in kind.

d. Evaluate locations for shoulder refuges. Provide locations along the project where wider shoulders will be constructed for emergency parking.

e. Evaluate the need for left turn lanes into adjacent properties. FMG will investigate the number of left turn movements into the properties along the project. The information gathered will be given to the Owner for determination if warrants are met for dedicated left turn lanes.

3. Drainage culverts as necessary through the entire roadway reconstruction portion.

4. Pavement markings. Passing zone locations will be evaluated by FMG for approval by the Owner.
5. Evaluate construction phasing/sequencing and traffic control alternatives. All traffic control options will conform with the current edition of the MUTCD. Traffic control options will evaluate full road closure with temporary roadway constructed, half road closure with traffic maintained, or combinations thereof.

6. Right of way will be obtained on an as needed basis. FMG will research existing right-of-way location and any easements located on adjacent properties. Owner will negotiate and obtain necessary right of way and easements. FMG will assist the Owner by attending meetings, answering questions pertaining to the engineering drawings.

7. Currently there is sanitary sewer main located under Tatanka Road. The end of the sanitary sewer main is located just east of the Deadwood Avenue intersection. This main will be extended under Deadwood Avenue to the west side.

8. Several businesses are located along the west side of the project. These businesses have on site sanitary sewer facilities. FMG will perform a preliminary analysis concerning the feasibility for the extension of sanitary sewer main from Tatanka Road to near the crest of the hill to service these businesses.

9. Investigate the need and locations for future sanitary sewer main and water main crossings under Deadwood Avenue.

9. Proposed pavement will be asphalt with a design life of 20-years. Pavement for approaches will extend to the right-of-way line. The Consultant will determine the appropriate ESAL count by observing existing truck traffic and extrapolate to the 20-year life.

   Investigate/research the potential for in-place asphalt recycling as base course along the project.

11. Provide temporary fence as required for temporary easements. Provide permanent right-of-way fence as required. Temporary fence will become the property owners upon completion of the project.

FMG, Inc. was selected through the City of Rapid City Consultant selection process to provide engineering services for Tasks 1 through 5 for the referenced project. The Scope of Work in this contract is for Task 1 - Preliminary Design Services, only. A separate contract(s) will be negotiated and prepared for Task 2 - Final Design Services, Task 3 - Bidding Period Services, Task 4 - Basic Construction Services and Task 5 - Expanded Construction Services.

The work to be completed under this contract is for Task 1 – Preliminary Design Services and shall be in general conformance with the RFP. A list of individual tasks and subtasks to complete the work is shown below. The list of tasks will not be necessarily limited to those shown. Tasks will be added or deleted as needed to complete the project.

**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 Progress Meeting(s): The consultant shall meet with Owner’s staff to detail progress concerning design alternatives and other items that may be discussed. The consultant shall prepare an agenda, take minutes, and distribute minutes; at most 2 meetings are anticipated.

1.2 Review background information and any other resources as necessary.

1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing NAD 83 (2011) State Plane coordinates and the NAVD 88 vertical datum.

1.4 The consultant shall assist the Owner with meeting 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 The consultant shall create a detailed list of all potential utility conflicts caused by the project. City Project Manager shall schedule the Private Utility Coordination Meeting. The consultant shall prepare the meeting agenda and include the list of utility conflicts for discussion at the meeting. If a private utility intends to replace their infrastructure, the consultant shall coordinate a location corridor for the utilities and show the proposed location on the drawings. Indicate if the private utilities intend to abandon or replace the infrastructure prior to or during this project’s construction. Coordinate directly with utility companies’ engineering divisions to ensure that all existing utilities are completely and accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Prior to the meeting, preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete. The consultant shall document the resolution of each utility conflict agreed upon by each utility company.

1.7 Preliminary analysis for the extension of sanitary sewer main from Tatanka Road north to the approximate high point along the west side of Deadwood Avenue for future service(s) to adjacent properties along the west side of the roadway.

1.8 Perform Geotechnical Evaluation.
   To evaluate the existing soil and rock conditions along the project alignment, the consultant will drill a total of 18 borcholes. Field testing will be performed, and samples will be extracted for further laboratory analysis. Select soil samples will be tested in our laboratory to determine their general classification, physical properties, and engineering characteristics.

   There is the possibility of rock located beneath the subsurface. In locations where roadway construction will likely encounter rock, the borcholes will be spaced to evaluate approximate extents and nature of the rock mass.

   Borcholes will be drilled in any areas of deep fill to support analysis of fill surcharge related settlements and its effects on roadway surfacing or underlying utilities.

   Upon completion of the field and laboratory testing and our analysis, a report will be prepared that transmits the boring logs, field data, and laboratory results, provides a limited geologic
analysis of the area, and provides our recommendations for roadway subgrade preparation, utility design and installation, and pavement section design. In general, our recommendations will also include excavation conditions, groundwater mitigation, suitability of backfill materials and any other recommendations we consider applicable to the proposed construction and the site conditions encountered.

1.10 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, and storm sewer locations, pavement sections, etc. The Consultant shall include design life, design criteria, and reference of design resources. The Consultant shall use the City Infrastructure Design Criteria Manual to establish design criteria and standards.

The Conceptual Design Report shall evaluate and recommend pavement design based on a 20-year life cycle, preliminary horizontal and vertical alignments for roadway, project phasing/traffic control alternatives, and other public improvements. Establish pipe sizes, lane configurations, drainage system capacity, ditch section alternative, etc. Provide justification for the facility and analysis of alternatives.

Investigate three (3) roadway ditch section alternatives. Cross sections and work limits for the three alternatives will be investigated at critical locations along the project and a technical memorandum concerning impacts for the three alternatives will be presented to the owner after which the owner will decide which alternative to pursue for design. The preliminary design submittal drawings and report will reflect the alternative chosen by the owner.

The consultant will develop a traffic loading ESALs for use in pavement section design based on current and projected uses of the reconstructed roadway. The consultant will also perform a pavement optimization analysis to determine the most cost-effective pavement section which will deliver the desired pavement design life. The pavement optimization will consider in-place recycling of asphalt pavement, aggregate base, and the effect of geogrid in reducing aggregate base thicknesses.

Provide project sequencing and traffic control alternatives. Provide conceptual plan sheets for alternatives and cost estimates for each alternative.

Provide alignment and profile data for any proposed utility.

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 shall be included. The costs shall be itemized based on the City’s standard bid items in two separate schedules, one for the City portion of the project and one for the County portion of the project. The cost will also include appropriate contingency item allowance.
The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report. Use the City Infrastructure Design Criteria Manual to establish design criteria and standards. The Conceptual Design Report shall provide review of compliance with City’s Standard Specifications for construction of the project(s).

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

Submit 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. Conceptual Drawings
Provide three (3) copies and a PDF version of the conceptual drawings. Conceptual drawings will be on 11x17 sheets in color. The conceptual drawings 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
- Property Layout and Land Ownership
- Plan and Profile Sheets - Show existing and proposed utility mains, driveway locations, and proposed surfacing and drainage items. The utilities should be shown in profile as well. Design Criteria elements like profile grades, “K” values, vertical and horizontal curve data should be included.
- Cross Sections
- Anticipated City of Rapid City Standard Details, SDDOT standard plates may also be utilized.
- Special Details - Conceptual layouts for special/critical elements for example storm water quality features, special drainage structures, 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.

1.11 Attend submittal review meeting with the Owner’s staff, if necessary.

1.12 Reimbursables including, Printing, Supplies, Mileage, Expendables for Preliminary Design.

SCHEDULE:
Council Authorization January 16, 2018
Notice to Proceed January 18, 2018
Conceptual Design Services Submittal May 4, 2018
## TASK 1 - PRELIMINARY DESIGN

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<td>1.1 Progress Meeting(s)</td>
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<td>1.2 Collect and Review Background Information</td>
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<tr>
<td>1.3 Perform Site Surveys</td>
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<tr>
<td>1.4 Meet with Individual Property Owners (Approx. 10 Owners)</td>
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<td>1.5 Private Utility Base Map Verification Meeting.</td>
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<td>1.6 Private Utility Conflicts</td>
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<td>1.7 Preliminary Analysis for Extension of Sanitary Sewer Main (12 Sheets)</td>
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<td>1.8 Perform Geotechnical Investigation</td>
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<td>1.10A Conceptual Design Report</td>
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<tr>
<td>1.10B Conceptual Design Drawings</td>
<td>$30,130.00</td>
</tr>
<tr>
<td>1.11 Attend Submittal Review Meeting with City Staff</td>
<td>$680.00</td>
</tr>
<tr>
<td>1.12 Reimbursables, Printing, Supplies, Mileage, Expendables for Prelim Design</td>
<td>$700.00</td>
</tr>
</tbody>
</table>

**TOTAL FOR TASK 1-PRELIMINARY DESIGN**  
$122,988.50
RATE SCHEDULE

FOR

DEADWOOD AVENUE RECONSTRUCTION
I-90 TO MEADE COUNTY
PROJECT NO. 17-2375 / CIP 50437

FMG ENGINEERING

<table>
<thead>
<tr>
<th>PERSONNEL</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Civil Engineer</td>
<td>$148.00/hr</td>
</tr>
<tr>
<td>Senior Geotechnical Engineer</td>
<td>$127.00/hr</td>
</tr>
<tr>
<td>Senior Civil Engineer</td>
<td>$125.00/hr</td>
</tr>
<tr>
<td>Senior Materials Specialist</td>
<td>$115.00/hr</td>
</tr>
<tr>
<td>Civil Engineer – PE II</td>
<td>$90.00/hr</td>
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<tr>
<td>Civil Engineer – PE I</td>
<td>$82.00/hr</td>
</tr>
<tr>
<td>Civil Engineer – EIT</td>
<td>$78.00/hr</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>$60.00/hr</td>
</tr>
<tr>
<td>CADD Technician</td>
<td>$75.00/hr</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$90.00/hr</td>
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<tr>
<td>Registered Land Surveyor</td>
<td>$92.00/hr</td>
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<tr>
<td>Survey Crew Chief</td>
<td>$72.00/hr</td>
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<tr>
<td>Survey Technician</td>
<td>$60.00/hr</td>
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<tr>
<td>Senior Administrative Assistant</td>
<td>$60.00/hr</td>
</tr>
</tbody>
</table>

VEHICLES & EXPENSES

Mobilization (support vehicle)          $0.70/mile
Travel Costs - air, lodging, transport, meals, etc. cost
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