



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701

Public Works Department Engineering Services Division

300 Sixth Street

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

Web: www.rcgov.org

Date: March 1, 2011

Re: Mount Rushmore Road Utilities Reconstruction
Tower Road to Saint Patrick Street
Project No. SSW11-1926 / CIP No. 50840

Dear Design Consultant:

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

If you are interested, please submit your proposal by 4:00 p.m. on March 18, 2011. 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 morning of April 5.

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.

Sincerely,

CITY OF RAPID CITY

Dale Tech, PE/LS
City Engineer

Enclosures
Request for Proposal



EQUAL OPPORTUNITY EMPLOYER

**REQUEST FOR PROPOSALS
For Engineering Services For
MOUNT RUSHMORE ROAD UTILITIES
TOWER ROAD TO SAINT PATRICK STREET
PROJECT NO. SSW11-1926 / CIP NO. 50840 / PCN 01TH**

This project is to be let in conjunction with the South Dakota Department of Transportation Project P 0016(78)67, SD Highway 16, Pennington County, Grading, PCC Paving, Storm Sewer, Curb & Gutter, Roadway Lighting & Traffic Signals, PCN 01TH. The DOT project has been programmed for the year 2014.

The project limits include Mount Rushmore Road from Tower Road to Saint Patrick Street, including adjacent side streets for adequate street and utility tie-ins.

1. REQUEST FOR PROPOSAL:

The City of Rapid City Public Works Department, Engineering Services Division, is requesting proposals to provide professional engineering services for planning, design, bidding, and construction services for the proposed project which primarily includes 1) water main 2) sanitary sewer main 3) storm sewer 4) landscape enhancements 5) coordination of City infrastructure needs with the SDDOT reconstruction project.

2. PROJECT JUSTIFICATION:

The water mains and sanitary sewer mains need to be replaced and the side street and drainage facilities should be coordinated with the DOT's project. In addition, the City Council approved the use of \$2,000,000 of Vision 2012 Funds to be used for landscape enhancements to be incorporated with the DOT project.

3. PROJECT DESCRIPTION:

The selected consultant will provide services related to data collection, analysis, design, coordination with SDDOT representing the City's interests, bidding and construction administration. Because this project will be let as part of a combination bid with the SDDOT, the consultant shall provide plans on behalf of the City to the SDDOT that can be utilized in the bid letting process. The plans will use DOT bid items.

This project involves:

1.) Water Main design / analysis:

- A. Modeling shall be performed for local water main sizing recommendations.

- B. The improvements to be constructed shall include replacement, reconstruction, or repair of water mains.
- C. The location and condition (size/material) of services shall be evaluated along the Project corridor. Non-conforming services shall be identified with recommendations to correct them. Additional survey and/or investigation outside the project area may be needed to adequately analyze non-conforming services.
- D. Sizing of water main improvements will be based on a 75 year design. Analysis by the consultant to be in accordance with current city standards, draft utility design criteria manual, and modeled to provide service to currently developed areas as well as reasonably expected areas of future development.

2.) Sanitary Sewer Main design / analysis:

- A. The Consultant will provide recommendations for rehabilitation or replacement of the existing sanitary sewer mains. This includes identifying and coordinating with Utility Maintenance the sewers which should be televised.
- B. The improvements to be constructed shall include replacement, reconstruction, or repair of sanitary sewer mains.
- C. The location and condition (size/material) of sewer services shall be evaluated in the Project corridor. Non-conforming services shall be identified with recommendations to correct them. Additional survey and/or investigation outside the project area may be needed to adequately analyze non-conforming services.
- D. Sizing of sanitary sewer improvements will be based on a 75 year design. Analysis by the consultant to be in accordance with current city standards, draft utility design criteria manual, and modeled to provide service to currently developed areas as well as reasonably expected areas of future development.

3.) Storm Sewer design / analysis:

- A. The Preliminary Design services will include an evaluation of the existing Design Plan for Meade/Hawthorne Drainage Basin and, if applicable, recommendations for amendments to the plan. If an amendment to the Design Plan is needed, it will be done under a separate agreement. The evaluation shall include review and calculation of flows discharged through the project area in accordance with the provisions of Section 4 of the City of Rapid City's Infrastructure Design Criteria (2008 Edition, draft). The consultant will evaluate flows, capacity, condition, and provide a recommendations for improvements to the elements within the project limits and adjacent elements that will be affected by this project and future improvements. The recommendations for improvements to the elements outside of the project limits will be used by the City for scoping and programming future projects; no final designs are expected to be provided for these elements under this contract.

- B. The Preliminary Design Report shall identify the design flows, existing capacity and condition, provide recommendations for improvements (if required), and an estimate of probable construction cost for each element evaluated.
- C. The consultant shall compare the design criteria requirements between the City and SDDOT, and evaluate the construction cost difference between the storm sewer improvements within the project limits. The construction cost difference will be used by the City to negotiate the cost sharing agreement between these government entities.

4.) Project Coordination:

- A. The Consultant will review the SDDOT plans and drainage calculations and be included in the SDDOT's list of project contacts. The Consultant will make recommendations to the City regarding changes to the plans that affect the City's infrastructure and components that differ from City standards, design criteria, and specifications.
- B. Consultant shall solicit input from affected property owners and to provide information to the neighborhood and general public regarding the City's project components, as described in the "Scope of Services Requested" attachment to this document.
- C. All Geotechnical Engineering services necessary to complete the design of the project, including characterization of soils. Groundwater evaluation, determination of engineering properties, etc. shall be provided by the selected consultant, either directly or by a sub-contractor employed by the consultant.
- D. The Consultant will review all SDDOT plans as the City's Representative and identify side street geometry, intersection, and profile issues. The Consultant will identify components that differ from City standards, design criteria, and specifications. Consultant will evaluate and provide cost differences between the City and DOT criteria and provide recommendations to the City and SDDOT.
- E. The Consultant shall review and make recommendations for the side street tie-ins, such as realigning Flormann Street and widening Saint Patrick Street.

5.) Vision 2012 Enhancements:

- A. Coordinate burial of overhead power/utility lines with Utility companies.
- B. Provide concepts and recommendations for landscaping where room allows (in boulevards and/or medians if medians installed). Once locations and concepts are agreed to, provide plans for landscaping to be incorporated in SDDOT plans.

4. BACKGROUND:

Background information includes City of Rapid City GIS maps, City of Rapid City Utility System Master Plan, City of Rapid City benchmark data, City of Rapid City sanitary sewer, water main, and storm sewer maps, the Design Plan for Meade/Hawthorne Drainage Basin for Rapid City, South Dakota prepared by FMG, Inc. (April 1993), the City of Rapid City historical bid tabulation/cost data, and plans of existing facilities, Mount Rushmore Road Corridor Development Plan (June 2010), 8th Street Sanitary Sewer / Water Main Reconstruction Project (SSW88-2), Water Distribution System Improvements WS So. Dak. 13, Highway 16 Water Main Extension – Fox Run Drive to Fairmont Boulevard W01-1159, Meade Street Water Line Reconstruction W91-347, Flormann Street Watermain Reconstruction W98-826, Robbinsdale Water Main Reconstruction W84-2, Saint Patrick Street Utility Relocations SSW83-1.

5. DESIGN CRITERIA:

Design criteria for the project shall include the current edition of the following items: City of Rapid City Infrastructure Design Criteria manual (Draft); City of Rapid City Standard Specifications (current edition); City of Rapid City Drafting Standards; City of Rapid City Stormwater Quality Manual (2009 Edition), City of Rapid City Utility System Master Plan (April 2008); South Dakota Department of Environmental Resources Standards and Recommended Design Criteria; and Ten States Standards as adopted and supplemented by SDDENR; Handbook of PVC Pipe Design (UniBell) latest edition; AASHTO green book (current edition); South Dakota Department of Transportation Standard Specifications for Roads and Bridges (current edition).

Conflicts between design criteria documents shall be resolved in favor of the more stringent requirement. Other documents and references may be proposed for use and requires written concurrence by the Project manager and may require application and approval of a Request for Exception to Rapid City Design Standard/Criteria/Regulations.

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:

| | |
|--|---------------------------|
| Contract Negotiations Complete | Friday, May 13, 2011 |
| Notice to Proceed with Design | Tuesday, June 7, 2011 |
| 35% Design Services Submittal | Monday, February 24, 2012 |
| 65% Design Services Submittal | Monday, July 27, 2012 |
| 95% Design Services Submittal | Monday, January 14, 2013 |
| Final Plans and Specifications To SDDOT | Monday, June 3, 2013 |
| Final Plans to DOT Bid Letting | Monday, October 7, 2013 |
| Project Letting by DOT | FY 2014 |
| Project 100% Construction Complete | Fall/Winter 2014 |

The schedule for the services described herein will be formalized during the project contract negotiations and may vary due to SDDOT Project schedule. In general, the negotiated project schedule shall comply with the intent of the schedule presented above and SDDOT bid letting of the complete project. 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 time and material billing with a maximum not to exceed amounts based on fee estimates for itemized tasks. 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 an individual contract to be negotiated generally at the beginning of Task 3. Task 4 and 5 typically will be based on a time and material billing with a maximum not to exceed amounts based on fee estimates for itemized tasks. 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, P.E.
Engineering Services Division
300 Sixth Street
Rapid City, SD 57701
(605) 394-4154
(605) 394-6636 (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 consultant to include other possible areas of concern with this project.

G. City Standard Contract:

A Professional Services Agreement prepared by the City, with a draft Agreement shown as Attachment 3 will be used for this Project. Mark-ups for sub-consultant work will not be allowed.

10. PROPOSAL SUBMISSION:

Please submit six (6) copies of your proposal no later than Friday, March 18, 2011. 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:

As part of the Proposal, the Consultant shall include a listing of the personnel proposed to work on the Project. The personnel list shall include job classification, the individual's name, and a brief description of their role. In addition, the Proposal shall include an itemized task list which identifies the corresponding personnel anticipated to be working on each task.

The City's Consultant Selection Committee for this project will review the proposals utilizing the criteria shown in the "Consultant Proposal Evaluation Form" (Attachment Two of this document) and finalists will be selected for interviews. 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 review the interviews utilizing the criteria shown in the "Consultant Interview Evaluation Form" (Attachment Two of this document). The top rated firm based on both the Proposal and Interview will be selected to perform the engineering services and contract negotiation will commence. Upon successful contract negotiations, a contract will be presented to the City Council for approval. Upon City Council approval, a notice to proceed will be issued typically for Tasks 1-3. If terms cannot be mutually agreed upon, the City may enter into negotiations with another firm.

The Consultant Selection Committee's evaluation sheet is enclosed as Attachment Two 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, Trudy Severson at telephone no. (605) 394-4110.

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.

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. GIS information required for the Project will be provided by the City.
- 1.3 Perform site surveys sufficient for design plan preparation. Verify SDDOT benchmarks and control. SDDOT control will be used for construction of project. Provide equation to tie into City control if different than SDDOT control. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates. The SDDOT will provide their survey data, but additional survey work is anticipated for location of utilities. Consultant shall verify the location of City utilities shown on the SDDOT survey.
- 1.4 Develop and distribute a survey questionnaire to property owners adjacent to proposed construction areas during the preliminary design phase. The questionnaire should be developed to obtain information on site-specific concerns such as landscaping or irrigation systems, service line locations, special needs such as access considerations during construction, or history of utility or infrastructure problems at the property. Questionnaires would be returned to and evaluated by the consultant, who would follow up with appropriate individual contact with property owners prior to completion of 100% plans and contract documents to review project considerations that may be addressed or mitigated by the project work.
- 1.5 Recommend location and extent of geotechnical services investigations necessary to complete design. Geotechnical services typically will be a sub consultant to the Consultant and payment for geotechnical services will be the responsibility of the Consultant.
- 1.6 **35% Submittal**
 - Provide 1 copy of the preliminary opinion of probable construction costs for the project.

- Provide 2 copies of the preliminary plan and profile sheets including locations of existing and new utilities and street alignment. Show existing and proposed utility mains and services (show mains in profile as well), fittings, and proposed surfacing and drainage items (provided by SDDOT).
- Provide concepts for potential landscaping components based on Vision 2012 funding and the Mount Rushmore Road Corridor Development Plan.
- Provide 2 copies of the draft Project Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Project Design Report. The consultant shall submit all design assumptions for water main location, sanitary sewer main location, design life, design criteria, and reference of design resources. The Project Design Report shall provide a review of SDDOT drainage calculations and compare pipe sizes and inlet spacing compared to pipe sizes and inlets needed to meet City criteria. The Project Design Report shall provide review of SDDOT plans for compliance with City's Standard Specifications for construction of mainline and intersection with adjacent streets. Evaluate and recommend preliminary horizontal and vertical alignment for utilities and other public improvements. Provide justification for the facility and analysis of alternatives. Use the City Draft Utility Design Criteria Manual to establish design criteria and standards. The project's geotechnical report shall be included within the Project Design Report, and include soil classifications, N values, water levels, proctors, and resistivity tests.
- Identify the existing right-of-way (ROW) location and any easements necessary for the Project. Include size and extent of such ROW and easements and contact information of property owners. City may contract with SDDOT for negotiation services for ROW and easement acquisition.
- Plan documents shall be prepared for a SDDOT bid letting. Bid item numbers, staking information, etc. shall be according to SDDOT requirements
- Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- Investigate the potential for water quality features to be incorporated into the Project.

1.7 Attend 35% submittal review meeting with City staff, if necessary.

1.8 Attend public and/or property owners meetings as required for the project.

1.9 For areas beyond the project limits identified by the SDDOT, 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.

1.10 65% Submittal

- Provide 1 copy of the preliminary opinion of probable construction costs for the project.
- Provide 2 copies of the plan and profile sheets including locations of existing and new utilities and street alignment. Plans should include quantities, general notes, specifications, removal limits, station/offset information for all items. Plans should also include the design of landscaping components.

- 1.11 It's anticipated that the SDDOT will be performing the ROW acquisition for the entire project. For areas identified beyond the project limits identified by the DOT and required for work associated with the City's utility work, the Consultant will prepare the necessary documents for the SDDOT ROW Office who will meet with individual property owners regarding ROW and permanent and temporary easement needs.

TASK 2 - FINAL DESIGN SERVICES:

This task consists of all services necessary to take project from Task 1 Preliminary Design Services through the Final Design Services, and may include the following itemized services.

- 2.1 Address City comments from the 65% review and finalize Project Design Report.
- 2.2 Prepare easement and ROW exhibits as necessary.
- 2.3 Incorporate Erosion and Sediment Control items for areas beyond the project limits identified by the SDDOT.
- 2.4 Coordinate directly with utility companies' engineering divisions to ensure that all existing utilities are completely and accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Preliminary plans shall be provided to the pertinent utilities for comment followed by a specific private utility coordination meeting.
- 2.5 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.
- 2.6 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.
- 2.7 Attend any SDDOT arranged and conducted public open house meetings with affected residents. The Consultant shall tabulate the public comments and concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.
- 2.8 Attend any SDDOT arranged and conducted private utility meetings.
- 2.9 Review SDDOT traffic control plans for functionality and phasing/sequencing with City utility improvements. Negotiate with SDDOT for any necessary changes to the traffic control plans.

2.10 95% Submittal

- Provide 2 copies of complete plans, specifications, and opinion of probable construction cost. The 95% 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. The estimate should list a breakdown of sewer funds, water funds, street funds (for work requested by the City that's above and beyond the DOT design requirements), drainage funds (for work requested by the City that's above and beyond the DOT design requirements), and Vision 2012 funds (for landscaping components).
- Provide 2 copies of the Final Project Design Report and a pdf of the report.
- Provide 1 copy of the plans and specifications along with a pdf of the plans and specifications to the SDDOT.

2.11 Address 95% submittal City and SDDOT comments as necessary.

2.12 Provide any and all permits with exhibits required for the project that require City signatures.

2.13 Identify permits that will be required for the Contractor.

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

2.15 Final Submittal

- Provide 4 copies and a pdf of the complete plans and specifications.
- Provide 1 copy of the final opinion of probable construction costs for the project. The estimate should list a breakdown of sewer funds, water funds, street funds (for work requested by the City that's above and beyond the DOT design requirements), drainage funds (for work requested by the City that's above and beyond the DOT design requirements), and Vision 2012 funds (for landscaping components).
- 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.

- Provide electronic copies of all documents according to SDDOT requirements and two (2) copies of bid documents including complete plans and specifications to the SDDOT's project manager.
- Provide the City complete specifications and contract documents on CD in Microsoft Word XP or previous versions.
- Provide complete plans on CD compatible with AutoCAD Release 2008 to 2011 format.
- Provide the City a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City "Engineer's Estimate" form.

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 If necessary, attend a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.
- 3.2 Issue addenda to the bid documents as required.
- 3.3 Attend Public Works Committee and Council Meetings as required.

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 Attend Pre-Construction Conference arranged and conducted by the SDDOT. Record minutes and distribute to all attendees. An example of an agenda is enclosed as Attachment Six for your information.
- 4.2 Provide written clarification regarding drawing and specification questions.
- 4.3 Provide recommendations to address changed or unknown conditions that may appear during construction.
- 4.4 Review and take action on shop drawings, product submittals, test results, and other submittals.
- 4.5 Prepare "As-Built" plans and specifications. "As-Built" plans and specifications shall be submitted as a hard copy and on CD compatible with AutoCAD Release 2008 to 2011 format. Submit to Engineering Services within 30 days of project completion. In the event that the City did not issue a "Notice to Proceed" for Task 5 services, then the City shall

forward construction record documents for preparing the “As-Built” plans and specifications.

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 if City work is performed beyond the SDDOT work limits.
- 5.2 Notify the Utility Maintenance office of new services to allow inspection and service activation.
- 5.3 Attend appropriate progress meetings arranged and conducted by the SDDOT. Record minutes and distribute to the City Project Manager.
- 5.4 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.
- 5.5 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. Coordinate with Klare regarding whether electronic format will be accepted.
- 5.6 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.
- 5.7 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.
- 5.8 Prepare and submit monthly pay request information.
- 5.9 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.
- 5.10 Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.

- 5.11 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.
- 5.12 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.
- 5.13 Prepare a letter to SDDENR notifying them of project completion.
- 5.14 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.

PROJECT TEAM, MEETINGS, AND SUBMITTALS SUMMARY

- 6.1 Project team members will include:
 - The Consultant
 - City Public Works Department
 - Engineering Services Staff
 - Utility Maintenance Division (Service area and O&M related issues)
 - Water Division
 - Water Reclamation Division
 - Streets
 - City Growth Management / Planning
 - SDDOT
 - City Parks Department
- 6.2 Meetings requiring the Consultant’s participation will likely include, but may not be limited to the following:
 - Kick-off meeting
 - Meetings with SDDOT as necessary
 - 35%, 65% and 95% submittal review meetings
 - Public meetings
 - Property owners meeting
 - Private Utility coordination meeting
 - If necessary, Prebid Conference
 - Pre-construction Conference
 - Construction Progress Meetings
 - Committee and Council Meetings as required
- 6.3 Submittals include:
 - Kick-off meeting
 - SDDOT submittals
 - 35%, 65%, 95% and Final Submittals
 - Public meeting minutes

- Property owners meeting minutes
- Open house comments/concerns and consultant's recommendations for inclusion or exclusion
- Prebid conference meeting minutes
- Pre-Construction conference meeting minutes
- Shop Drawing submittal reviews
- "As-Built" plans and specifications
- Progress meeting minutes
- Daily observation reports
- Project completion "Punch List"
- "Construction Project Close-out Checklist"
- Letter of certification of project completion

The Consultant shall allow 4 weeks for City review of 35%, 65% and 95% submittal.

ATTACHMENT TWO

Consultant Evaluation Forms CONSULTANT PROPOSAL & INTERVIEW EVALUATION SHEETS

PROPOSAL EVALUATION FORM (100 Points Possible)

Project Name: _____

Interviewer: _____

Firm Name: _____

Date: _____

| PROPOSAL EVALUATION CRITERIA | Scoring (Circle One) |
|---|----------------------|
| 1. Project Team - 30% of total Task list and personnel assignments. Project manager, other key personnel, and subconsultants responsible for task assignments. Professional registration, education and qualifications. | 1 2 3 4 5 6 7 8 9 10 |
| 2. Diversity of Skills and Disciplines - 20% of total Experience with similar projects in relation to municipal engineering, operations, maintenance, replacement, planning, surveying, construction services, GIS, public input solicitation, finance, economics, other. | 1 2 3 4 5 6 7 8 9 10 |
| 3. Experience with Rapid City or Other Relevant Agencies - 20% of total Knowledge and understanding of City design criteria and standard specifications. Experience with relevant Rapid City Departments and Divisions. Experience with South Dakota Department of Transportation or other relevant agencies as applicable. | 1 2 3 4 5 6 7 8 9 10 |
| 4. Past Performance - 15% of total Recent past performance with Rapid City, Black Hills area agencies, SDDOT, or others. Past litigation, arbitration or disputes. Adequate insurance coverage. | 1 2 3 4 5 6 7 8 9 10 |
| 5. Management Procedures - 10% of total Cost/Budget control for most recent projects. Schedule control for most recent projects. Quality control methods. Current staffing levels and workload. Insurance (types and limits). | 1 2 3 4 5 6 7 8 9 10 |
| 6. Office Location - 5% of total Location of project manager, other key personnel, and subconsultants involved in project. | 1 2 3 4 5 6 7 8 9 10 |

Ranking System

1= Fails to meet the expectations of the reviewer in this category

10 = Fully meets the expectations of the reviewer in this category.

EVALUATION SHEETS

INTERVIEW EVALUATION FORM (100 Points Possible)

Project Name: _____

Interviewer: _____

Firm Name: _____

Date: _____

| INTERVIEW EVALUATION CRITERIA | Scoring (Circle One) |
|---|----------------------|
| 1. Project Approach - 40% of total Project familiarization, understanding of issues, data gathering. Presentation of alternatives. Design and construction administration approach. Innovative design and construction administration techniques. | 1 2 3 4 5 6 7 8 9 10 |
| 2. Past Design Performance - 15% of total Recent past project design - ability to meet design budget, ability to stay within scope, ability to obtain easements and ROW, ability to limit unnecessary change orders, accuracy of engineers estimate, effectiveness in working with the public, success in project sequencing and phasing. Project constructability. Quality of past deliverables. | 1 2 3 4 5 6 7 8 9 10 |
| 3. Past Construction Administration Performance - 15% of total Recent past project construction administration - effectiveness in working with public, accuracy and timeliness of pay estimates, ability to limit unnecessary change orders, effectiveness in contractor coordination, understanding of City specifications, success in project sequencing and phasing. Quality of past deliverables. | 1 2 3 4 5 6 7 8 9 10 |
| 4. Project Deliverables - 10% of total Ability to meet schedule. Ability to provide requested deliverables. | 1 2 3 4 5 6 7 8 9 10 |
| 5. Project Team and Task Summary - 10% of total Quality and experience of project team members as assigned to each task. | 1 2 3 4 5 6 7 8 9 10 |
| 6. Quality of Interview - 10% of total Clear and concise communication of project issues, ideas and alternatives. | 1 2 3 4 5 6 7 8 9 10 |

Ranking System

1= Fails to meet the expectations of the reviewer in this category

10 = Fully meets the expectations of the reviewer in this category.

ATTACHMENT 3

Agreement Between City of Rapid City and _____ for Professional Services for _____, Project No. _____ _____ / CIP No. _____

AGREEMENT made **(USE DAY AFTER COUNCIL)** _____, 20____, between the City of Rapid City, SD (City) and _____, (Engineer), located _____ at _____
_____. City intends to obtain services for _____, Project No. _____, CIP No. _____. The scope of services is as described in **Exhibits A and B**.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in **Exhibits A and B**, 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.



1.2 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 Exhibits A and B.)
- 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 rate schedule. (See 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 at the rates 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 _____, 201____ based on an award date of _____, 201_____.

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, in the amount of \$1,000,000 each occurrence and \$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

ENGINEERING FIRM

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:

_____, PROJECT MANAGER

DATE: _____

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

NAME _____
PHONE _____
EMAIL ADDRESS _____

NAME _____
PHONE _____
EMAIL ADDRESS _____

