

**Crescent Drive Improvements
Deadwood South Dakota**

EXHIBIT A

The **Client (City of Deadwood)** has determined the need to procure professional engineering services including additional Design Services, Bidding Services, and Construction Phase Services for the Crescent Drive Improvements Project. The Project is the reconstruction of Crescent Drive from the west driveway access to the fairgrounds complex to approximately 300 feet east of 76 Drive where it crosses Whitewood Creek. The **Consultant (Avid4 Engineering)** has previously entered into an agreement with Albertson Engineering and provided professional services which resulted in a set of project plans at the 95% design level last updated in 2016. The **Client** has determined that the project now has sufficient construction funding and that **Consultant** shall provide professional services to complete the project design, assist with bidding the Project and administer the Construction Contract

The services provided by the **Consultant** will occur in three (3) phases. The following lists detail the anticipated efforts of each Task. An estimate of professional services costs for all Tasks is provided in Exhibit B.

Task 1 – DESIGN SERVICES

- 1.1 The **Consultant** will perform site surveys sufficient for design plan preparation.
 - 1.1.1 Detailed survey will be completed to supplement in-house information. Limits will include areas of known change along the grandstands and the additional area to the east of 76 Drive.
 - 1.1.2 The **Consultant** will survey property monumentation as necessary to establish boundaries relevant to rights-of-way and easements.
- 1.2 The **Consultant** will verify the probable locations of existing public and private utilities within the project area and evaluate conflicts.
- 1.3 The **Consultant** will provide the following design services through a Subconsultant Contract with West Plains Engineering:
 - 1.3.1 Design pedestrian lighting along Crescent Drive utilizing similar lighting used on previous projects in Deadwood. Electrical service is expected to be obtained from the grandstand to the south.
 - 1.3.2 Provide sealed reproducible drawings and specifications for the lighting improvements.
- 1.4 The **Consultant** will provide the following design services through a Subconsultant Contract with Albertson Engineering:
 - 1.4.1 Update existing structural design to accommodate the existing and proposed ADA facilities on either side of the grandstand.
 - 1.4.2 Provide construction details for retaining wall and decorative fence project elements.
 - 1.4.3 Provide sealed reproducible drawings and specifications for the proposed structural improvements.
- 1.5 The **Consultant** will update and extend the design for the following facilities:
 - 1.5.1 Street

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- 1.5.1.1 The **Consultant** will update the street plans to reflect current conditions including the anticipated additional 300 feet to the east.
- 1.5.1.2 The **Consultant** will investigate the future extension of a paved surface to serve the Department of Transportation and Lead Deadwood Sanitary District facilities.
- 1.5.1.3 The **Consultant** will evaluate sidewalks, driveways, etc. with regard to compliance with current ADA guidelines.
- 1.5.1.4 The **Consultant** will determine the location of and layout decorative fencing as appropriate along the street corridor.
- 1.5.2 Water
 - 1.5.2.1 The **Consultant** will evaluate the location of the proposed fire hydrants in the current plans and update as necessary.
 - 1.5.2.2 The **Consultant** will evaluate the potential extension of water facilities to the revised project extents.
- 1.5.3 Drainage / Storm Sewer
 - 1.5.3.1 The **Consultant** will identify and design necessary street drainage facilities along the revised project extents.
 - 1.5.3.2 The **Consultant** will evaluate options to establish positive drainage in the area to the east of the revised project extents that currently serves as snow storage and access to the Department of Transportation and Lead Deadwood Sanitary District facilities.
 - 1.5.3.3 The **Consultant** will identify the potential impact the proposed project improvements have on the Whitewood Creek floodplain
- 1.6 The **Consultant** will provide complete Final Design Plans for a unit price construction contract.
 - 1.6.1 The **Consultant** will include staking information as necessary including:
 - 1.6.1.1 Station-offsets or coordinates for all items of work requiring field staking.
 - 1.6.1.2 Coordinates and descriptions of inter-visible control points with benchmark information.
 - 1.6.2 The **Consultant** will provide an Erosion and Sediment Control Plan including Storm Water Pollution Prevention Plan (SWPPP) narrative.
- 1.7 The **Consultant** will provide project-specific Detailed Specifications supplementing City of Rapid City Standard Specifications for Public Works Construction.
- 1.8 The **Consultant** will prepare applicable permits with exhibits required for the City of Deadwood; identify permit costs and indicate if any permit costs are paid for directly by the **Client** or if it is a Contractor cost.
- 1.9 The **Consultant** will prepare the Final Design Services submittal. The submittal will consist of Final Design Plans, Specifications, Contract Documents, and Opinion of Probable Construction Cost. The Final Design Services submittal will be delivered to **Client**.

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- 1.10 The **Consultant** will submit Final Design Plans and Specifications to the Department of Agriculture and Natural Resources (SDDANR) for review. The **Consultant** will address any comments and make necessary corrections.

Task 2 – BIDDING SERVICES

- 2.1 The **Consultant** will provide advertisement for bids to CIC and the appropriate legal newspaper.
- 2.2 The **Consultant** will print and distribute construction Plans and Contract Documents and maintain a list of Bidders holding copies of the Contract Documents.
- 2.3 The **Consultant** will conduct a Pre-bid Conference, record attendance and minutes, and distribute copies to all attendees.
- 2.4 The **Consultant** will issue addenda to the bid documents as required.
- 2.5 The **Consultant** will conduct the bid opening.
- 2.6 The **Consultant** will review Bidders' Proposals and review and prepare an Award Summary.
- 2.7 The **Consultant** will prepare and assist in executing the Contract Documents after **Client** approval of the contract award.

Task 3 – CONSTRUCTION PHASE SERVICES

- 3.1 The **Consultant** will perform Construction Related Services including soils compaction testing for the Crescent Drive Improvements Project.
- 3.2 The **Consultant** will provide Contract Administration for the Project as described in Exhibit D and Exhibit E.
- 3.3 The **Consultant** will provide Construction Observation for the Project as described in Exhibit D and Exhibit E.
- 3.4 The **Consultant** will prepare and make revisions to the plan drawings and specifications and submit Record Drawings to the City of Deadwood.

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EXHIBIT B

Task #	Description	Subtask Total
1.1	Update Topographic Survey	\$7,895.00
1.2	Utility Coordination	\$2,020.00
1.3	Electrical Design Services	\$9,970.00
1.4	Structural Design Services	\$9,220.00
1.5	Update and Extend the Project Design	\$12,865.00
1.6	Prepare Final Plans	\$9,200.00
1.7	Final Design Specifications	\$860.00
1.8	Prepare Applicable Permit Applications	\$720.00
1.9	Final Design Services Submittal to Client	\$580.00
1.10	Final Design Services Submittal to and Coordination with SDDANR	\$700.00
TASK 1 TOTAL		\$54,030.00
2.1	Assist Client with Advertising	\$720.00
2.2	Distribute Construction Plans and Specifications	\$1,025.00
2.3	Arrange and Attend Pre-bid Conference	\$575.00
2.4	Issue Addenda as Necessary	\$720.00
2.5	Arrange and Conduct Bid Opening	\$505.00
2.6	Review Bidder's Proposal and Award Summary	\$475.00
2.7	Review Construction Contract Documents	\$475.00
TASK 2 TOTAL		\$4,495.00
3.1	Soils Compaction Testing	\$9,815.00
3.2	Construction Contract Administration	\$22,870.00
3.3	Construction Observation	\$86,840.00
3.4	Prepare and Submit Record Documents	\$2,360.00
TASK 3 TOTAL		\$121,885.00
CONTRACT TOTAL FOR TASKS 1 - 3		\$180,410.00

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EXHIBIT C

2026 SCHEDULE OF CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Professional Engineer/Land Surveyor	\$215.00
Principal Professional Engineer	\$200.00
Professional Engineer IV	\$180.00
Professional Engineer III	\$160.00
Professional Engineer II	\$145.00
Professional Engineer I	\$135.00
Geospatial Professional	\$145.00
Geospatial Analyst	\$135.00
Graduate Engineer IV	\$130.00
Graduate Engineer III	\$120.00
Graduate Engineer II	\$110.00
Graduate Engineer I	\$100.00
Senior Technician	\$145.00
Technician IV	\$115.00
Technician III	\$105.00
Technician II	\$95.00
Technician I	\$85.00
CAD Technician II	\$130.00
CAD Technician I	\$90.00
Office Manager	\$125.00
Administrative	\$95.00
Clerical	\$75.00
Mileage Rate <i>adjusted according to current U.S. General Services Administration rate</i>	\$ 0.725

*Rates are subject to change on January 1 of each year.
An updated Exhibit will be provided annually for review and approval.*

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EXHIBIT D

Exhibit D details the scope of the Construction Related Services to be performed by the **Consultant** outlined in Task 4 of the Crescent Drive Improvements Project.

GENERAL ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1. Upon successful completion of the Bidding Phase of Task 3, **Consultant** shall consult with **Client** and act as **Client's** representative as provided in the General Conditions and this Agreement. The extent and limitations of the duties, responsibilities and authority of **Consultant** shall not be modified, except as **Consultant** may otherwise agree in writing. All of **Client's** instructions to Contractor will be issued through **Consultant** who shall have authority to act on behalf of **Client** in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. **Consultant** will provide the services of a Resident Project Representative (**RPR**) at the Site to assist **Consultant** and to provide more continuous observations of such Work on a full-time basis. **Consultant** will, prior to the pre-construction conference, submit a resume of the **RPR'S** qualifications for approval by **Client**. The duties, responsibilities, and limitations of authority of the **RPR** are as set forth in Exhibit E attached.
3. **Consultant** will participate in a Pre-Construction Conference prior to commencement of Work at the Site.
4. **Consultant** will make visits to the Site at intervals appropriate to the various stages of construction, as **Consultant** deems necessary, but at least weekly, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's Work. Such visits and observations by **Consultant** and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress, or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to **Consultant** in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the Work based on **Consultant's** exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, **Consultant** shall determine in general if such Work is proceeding in accordance with the Contract Documents
- 4.1. The purpose of **Consultant's** visits to and representation by the Resident Project Representative at the Site will be to enable **Consultant** to better carry out the duties and responsibilities assigned to and undertaken by **Consultant** during the Construction Phase, and, in addition by the exercise of **Consultant's** efforts as an experienced and qualified design professional, to express an informed professional opinion that the completed Work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. **Consultant** shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct or have control over Contractor's Work nor shall **Consultant** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. Accordingly, **Consultant** neither guarantees the performance of any Contractor nor assumes

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responsibility for any Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.

5. During such visits and on the basis of such observations, **Consultant** shall have authority to recommend to **Client** the Contractor's Work be disapproved and rejected while it is in progress if **Consultant** believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
6. **Consultant** will issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. **Consultant** may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
7. **Consultant** will recommend Change Orders and Work Change Directives to **Client**, as appropriate, and shall prepare Change Orders and Work Change Directives as required.
8. **Consultant** will review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will be completed with 14 days of receipt of Contractor's submittal by **Consultant** and will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
9. **Consultant** will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
10. **Consultant** will require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by laws, rules, regulations, ordinances codes, orders or the Contract Documents. **Consultant's** review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. **Consultant** shall be entitled to rely on the results of such tests.
11. **Consultant** will render formal written decisions on all claims of **Client** and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, **Consultant** shall be fair and not show partiality to **Client** or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
12. Based upon **Consultant's** observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying support documentation:
 - 12.1. **Consultant** will recommend the amounts that Contractor be paid. Such recommendations of payment will be in writing and will constitute **Consultant's** representation to **Client**, based on such observations and review, that, to the best of **Consultant's** knowledge, information and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, subject to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation, and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is **Consultant's** responsibility to observe

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the Work. In the case of unit price Work, **Consultant's** recommendations of payment will include final determinations of quantities and classifications of such Work. The responsibilities of **Consultant** contained in the paragraph are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in the Agreement and elsewhere.

- 12.2.** By recommending any payment **Consultant** shall not thereby be deemed to have represented that observations made by **Consultant** to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to **Consultant** in this Agreement and the Contract Documents. Neither **Consultant's** review of Contractor's Work for the purposes of recommending payments nor **Consultant's** recommendation of any payment including final payment will impose on **Consultant** responsibility to supervise, direct or control such Work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulation, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on **Consultant** to make and examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials or equipment has passed to **Client** free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between **Client** and Contractor that might affect the amount that should be paid.
- 13.** **Consultant** will receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents including Shop Drawings, Samples and other data and marked-up record Drawings which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. **Consultant** shall transmit these documents to **Client**.
- 14.** **Consultant** will prepare and furnish to **Client** a set of reproducible Project Record Drawings showing appropriate record information based on Project documentation received from Resident Project Representative and Contractor.
- 15.** Following notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with **Client**, and Contractor, **Consultant** will conduct an inspection to determine if the Work is substantially complete. If after considering any objections of **Client**, **Consultant** considers the Work substantially complete; **Consultant** shall deliver a certificate of Substantial Completion to **Client** and Contractor.
- 16.** **Consultant** shall not be responsible for the acts or omissions of any Contractor or any of their subcontractors, vendors, suppliers, or of any other individual or entity performing or furnishing any of the Work. **Consultant** shall not be responsible for any Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.
- 17.** The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by **Consultant** of final payment to Contractor.