

# REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

PW021009-05

Date: February 3, 2009

Project Name & Number: Silver Street Area Utility Improvements #SSW07-1656

CIP #: 50418

**Project Description:** This project involves water distribution, sanitary sewer, storm drainage, and street improvements in the Silver Street areas of Scotts Addition and Mallow Addition to the City of Rapid City, generally including the area between Anamosa Street and Philadelphia Street, and west of Interstate 190 to the undeveloped area of the hogback ridge,

**Consultant:** Ferber Engineering Company, Inc.

**Original Contract Amount:** \$197,280.00

**Original Contract Date:** Feb. 17, 2009

**Original Completion Date:** Mar. 31, 2010

**Addendum No:**

**Amendment Description:**

**Current Contract Amount:** \_\_\_\_\_

**Current Completion Date:** \_\_\_\_\_

**Change Requested:** \_\_\_\_\_

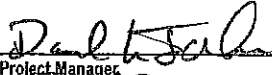

**New Contract Amount:** \_\_\_\_\_ \$0.00

**New Completion Date:** \_\_\_\_\_

**Funding Source This Request:**

Amount	Dept.	Line Item	Fund	Comments
\$25,000.00	8911	4223	505	CIP - Drainage
\$35,000.00	833	4223	604	Wastewater Replacement/Improvement
\$55,000.00	933	4223	602	Water Replacement/Improvement
\$45,000.00	934	4223	602	Water System Expansion
\$37,280.00	8910	4223	505	CIP - Streets
\$197,280.00	Total			

## Agreement Review & Approvals

  
Project Manager  
  
Department Director

FEB 3 2009

Date

Division Manager

Date

3-3-09

Date

City Attorney

Date

### 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)

Date	Initials	Approved
Appropriation	Y	N
Cash Flow	Y	N

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This Agreement is made and entered into this 17<sup>th</sup> day of February, 2009, by and between the City of Rapid City, hereinafter called the **OWNER**, and Ferber Engineering Company, Inc., a South Dakota Corporation, hereinafter called the **CONSULTANT**.

**WHEREAS**, the **OWNER** has determined the need to procure professional engineering services for the **SILVER STREET AREA UTILITY IMPROVEMENTS – PROJECT SSW07-1656, CIP 50418**, as identified herein; and,

**WHEREAS**, the **CONSULTANT** has satisfied the **OWNER** that **CONSULTANT** is capable of providing those services;

**NOW, THEREFORE**, the **OWNER** and **CONSULTANT** in consideration of the payments and agreements herein contained, do hereby agree as follows:

**PROJECT DESCRIPTION**

The **PROJECT** involves water distribution, sanitary sewer, storm drainage and street improvements in the Silver Street areas of Scotts Addition and Mallow Addition to the City of Rapid City. The area is generally described as between Anamosa Street and Philadelphia Street west of Interstate 190 to the undeveloped area of the hogback ridge.

This **PROJECT** is needed to replace existing undersized and corrosion susceptible 4-inch and 6-inch cast iron water mains with adequately sized mains per current standards, and to extend service areas of the North Rapid pressure service zone to the south and west.

Sewer improvements are to replace existing older sewers that have problems with root intrusion and have shown a need for frequent cleaning, as well as to eliminate infiltration and inflow sources.

Drainage improvements will provide facilities consistent with the Morningside Drainage Basin Design Plan from I-190 to Anamosa Street. In addition, the drainage improvements will include the addition of adequate inlets and storm sewer to meet street drainage criteria. The evaluation will include consideration of improvements for the reconstruction of the I-190 / Silver Street Interchange by SDDOT. Drainage improvements will include incorporation of Best Management Practices for Post-Construction Storm Water Quality.

Street Construction will include repair of surfacing and replacement of existing curb and gutter as necessary to eliminate poor drainage conditions, and to correct deteriorated conditions. Final recommendations will include improvements needed to facilitate other construction and identify areas that will require complete reconstruction vs. areas that can include a combination of a utility patch and overlay.

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This Agreement is for the completion of the Project, as described, through bidding services. It does not include Basic or Expanded Construction Services. The City may choose to add these Construction Services by either amending this AGREEMENT or entering into a separate agreement with Ferber Engineering Company.

**DESIGN CRITERIA**

The **PROJECT** will be evaluated and designed in conformance with the following Design Criteria:

- *City of Rapid City Standard Specifications for Public Works Construction, 2007.*
- *City of Rapid City Stormwater Quality Manual, current edition*
- *City of Rapid City Infrastructure Design Criteria Manual (2008 Draft), including:*
  - *Street Design and Right-of-Way Criteria*
  - *Utility Design Criteria*
  - *Stormwater Design Criteria*
- *City of Rapid City Drafting Standards.*
- *Recommended Standards for Wastewater Facilities (Ten States Standards)*
- *Recommended Standards for Water Works (Ten States Standards)*
- *Handbook of PVC Pipe Design*

**ARTICLE I SCOPE OF SERVICES**

**A. DESIGN DATA ACQUISITION**

A.1. **CONSULTANT** will obtain GIS information and associated metadata from the **OWNER**, to include but not be limited to the following:

A.1.1. Sanitary Sewer and Water Common Service Line information

A.1.2. Parcel Data

A.1.3. Sanitary Sewer Geodatabase

A.1.4. Water System Geodatabase

A.1.4.1. Include service zone boundaries

A.1.5. Drainage Inventory Geodatabase

A.1.6. 2008 Comprehensive Road Condition Report (digital data)

A.1.7. 2008 Topographic Information (Contours)

A.1.8. 2008 Orthographic Information (Photos)

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- A.2. **CONSULTANT** will obtain from the **OWNER** additional information, to include but not be limited to the following:
- A.2.1. Sanitary Sewer Service and Water Service Cards
  - A.2.2. Street, Utility and Drainage As-built Plans
  - A.2.3. 2008 Comprehensive Road Condition Report
  - A.2.4. Water Main Break History
  - A.2.5. Utility Service Call Logs
  - A.2.6. Current Water, Sewer, Street and Drainage CIP information
  - A.2.7. Drainage Basin Design Plans and other infrastructure studies completed within the area.
- A.3. **CONSULTANT** will coordinate sanitary sewer videotaping with **OWNER**.
- A.3.1. **OWNER** will perform all work to videotape and archive to digital video disk (DVD) sanitary sewer mains within the Study Area.
  - A.3.2. **CONSULTANT** will review videos and document problem areas.
- A.4. **CONSULTANT** will obtain copies of maps and plans of existing utility infrastructure in the **PROJECT** area from Qwest Communications, Golden West Communications, Black Hills Power and Light, Montana Dakota Utilities, Midcontinent Communications and Knology.
- A.5. **CONSULTANT** will send a questionnaire to all property owners within the Study Area.
- A.5.1. **CONSULTANT** will request information regarding drainage issues related to the property.
  - A.5.2. **CONSULTANT** will request information regarding water and sewer service lines.
  - A.5.3. **CONSULTANT** will collate questionnaire responses.

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**B. PRELIMINARY DESIGN SERVICES**

- B.1. **CONSULTANT** will perform site and boundary surveys that include all street and alley right of way containing existing Rapid City infrastructure between Anamosa Street and Philadelphia Street west of Interstate 190 to the undeveloped area of the hogback ridge. **CONSULTANT** will also survey major drainage near Scott Mallow Park between Boegel Street and Anamosa Street.
- B.2. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates.
- B.3. **CONSULTANT** will review the Rapid City Major Street Plan and provide recommendations for revisions as part of the Project Design Report.
  - B.3.1. **CONSULTANT** will request input from South Dakota Department of Transportation related to the future reconstruction of the Interstate 190 / North Street Interchange.
  - B.3.2. **CONSULTANT** will coordinate with Rapid City Parks department and their selected Rapid City Trails Project Design Team.
  - B.3.3. **CONSULTANT** will prepare an application for a Comprehensive Plan Amendment related to any proposed major street plan changes and potential street network changes. **OWNER** will be responsible for Growth Management Application, certified mailings, etc.
- B.4. **CONSULTANT** will review the water infrastructure in the **PROJECT** area.
  - B.4.1. **CONSULTANT** will investigate looping options across Interstate 190.
  - B.4.2. **CONSULTANT** will prepare a simple hydraulic model of the water system and provide recommendations regarding pressure zone boundary changes and potential future water system layout in the undeveloped area west of the **PROJECT**.
  - B.4.3. **CONSULTANT** will review the Rapid City PRV policy and notify any land owners whose property will change pressure zones as a result of the **PROJECT**.
  - B.4.4. **CONSULTANT** will include water main sizing and layout recommendations providing proposed solutions to resolve existing noncompliant mains and services as part of the Project Design Report.
- B.5. **CONSULTANT** will review the sewer infrastructure in the **PROJECT** area.
  - B.5.1. **CONSULTANT** will perform a cursory review of Utility Master Plan recommendations and flow depths for the **PROJECT** area.
  - B.5.2. **CONSULTANT** will review video of **PROJECT** area sanitary sewer mains provided by **OWNER**.
  - B.5.3. **CONSULTANT** will develop a GIS point feature class representing sanitary sewer service taps within the **PROJECT** area.
    - B.5.3.1. The feature attribute information will include, at a minimum:
      - B.5.3.1.1. Year Constructed

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B.5.3.1.2. Material Type

B.5.3.1.3. Common Service Line or Individual Service Line

B.5.3.2. **CONSULTANT** will identify properties with long or combined sanitary sewer services which are by current City ordinance noncompliant.

B.5.3.3. **CONSULTANT** will include conceptual plans within the Project Design Report providing reasonable solutions to the noncompliant sanitary sewer services.

B.5.3.4. **CONSULTANT** will meet with individuals or groups of property owners with noncompliant services to discuss the conceptual plans herein after referred to as "potential assessed projects."

B.5.3.4.1. The meetings will present the scope and conceptual costs associated with the "potential assessed projects", to be constructed under separate bid schedule within the **PROJECT**, which would result in sanitary service being provided to the properties in a manner compliant with City specifications.

B.5.3.4.2. Meeting(s) with and notifications sent to affected landowners of the "potential assessed projects" will be in conformance with the City Standards of Informal Hearing for an Assessed Project under Rapid City Publics Works Department procedures.

B.5.3.4.3. If a sufficient number of the property owners that would benefit from the "potential assessed projects" desire to proceed with an assessed project, **CONSULTANT** will assist the Public Works Department in preparing a request to the Rapid City Common Council to approve a Resolution of Necessity for an assessed project to construct additional improvements.

B.5.3.4.4. If there is insufficient interest from affected property owners or if the Rapid City Common Council declines to authorize a Resolution of Necessity, no further services with regard to infrastructure extensions for the "potential assessed projects" or noncompliant sanitary sewer services will be complete under this **PROJECT**.

B.5.3.4.5. If the Rapid City Common Council authorizes the Resolution of Necessity, **CONSULTANT** services for the design, preparation of contract documents, bidding and/or construction related services for the "potential assessed projects" may be provided under an Amendment to this AGREEMENT, to be negotiated in accordance with ARTICLE 5 of this AGREEMENT, but are not included in the scope of this original AGREEMENT.

B.5.4. Based on evaluation of above information **CONSULTANT** will provide recommendations for sizing and replacement of sanitary sewer mains as part of the Project Design Report.

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- B.6. Based on the results of the investigations completed in Sections B.3, B.4 and B.5 **CONSULTANT** will provide recommendations for street reconstruction.
  - B.6.1. **CONSULTANT** will identify streets requiring total reconstruction.
  - B.6.2. **CONSULTANT** will identify streets requiring a utility patch and overlay.
  - B.6.3. **CONSULTANT** will identify streets that are no longer needed and may be obliterated.
- B.7. **CONSULTANT** will evaluate the initial and major storms, as outlined in the Infrastructure Design Criteria, for proposed street improvements.
  - B.7.1. **CONSULTANT** will determine inlet configuration and pipe sizing for necessary storm sewer improvements.
  - B.7.2. **CONSULTANT** will prepare preliminary plan and profile drawings showing inlet configurations and storm sewer sizes and grades.
- B.8. **CONSULTANT** will evaluate the Major Drainage Facilities outlined in the Morningside Drainage Basin Design Plan and amendments thereof for:
  - B.8.1. **CONSULTANT** will run existing CUHP and UDSWMM models to verify that DBDP documented discharges for the 10-year and 100-year events are correctly represented in the models.
  - B.8.2. **CONSULTANT** will create 2-year existing land use conditions models for CUHP and UDSWMM.
  - B.8.3. **CONSULTANT** will create 2-year DBDP models for CUHP and UDSWMM and compare to the existing 2-year models.
  - B.8.4. **CONSULTANT** will prepare a Morningside DBDP Amendment to address the 2-year DBDP revisions necessary to update DBDP to current criteria.
  - B.8.5. **CONSULTANT** will prepare conceptual design plan and profile of the DBDP facilities outlined in the DBDP from Rapid Creek to Anamosa Street, including Elements 10, 30, 31, 50, 51, 52, 53 and 64.
    - B.8.5.1. **CONSULTANT** will evaluate the areal requirements of the DBDP improvements and adjust those requirements to fit within available working room.
    - B.8.5.2. **CONSULTANT** will evaluate the potential of incorporating water quality treatment elements into the DBDP elements.
    - B.8.5.3. **CONSULTANT** will hydraulically evaluate the conceptual design using the Storm Water Management Model, latest version.
  - B.8.6. **CONSULTANT** will prepare preliminary plan and profile drawings for the Major Drainage Elements, including appropriate stormwater quality treatment areas, between the I-190 south bound off ramp to Anamosa Street.

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- B.8.7. **CONSULTANT** will request a Jurisdictional Determination (JD) from the United States Army Corps of Engineers – South Dakota Regulatory Office (USCOE) via 404 permit application.
- B.8.7.1. The 404 permit application will be prepared with the preliminary plan and profile drawings and National Wetland Inventory mapping.
- B.8.7.2. Wetland delineation and/or mitigation that may be required following the initial USCOE review will be completed under amendment to this Agreement
- B.8.8. **CONSULTANT** will prepare a separate section within the Preliminary Design Report to address the major drainage facility analysis and recommendations.
- B.8.8.1. The JD documentation from the USCOE will be included in the Preliminary Design Report.
- B.9. **CONSULTANT** will meet with potentially affected landowners with regard to possible easement acquisition requirements to accommodate proposed system improvements.
- B.10. **CONSULTANT** will recommend location and extent of geotechnical services investigations necessary to complete design. **CONSULTANT** will subcontract with American Engineering Testing, Inc. (AET) to conduct a Geotechnical Investigation for the project.
- B.10.1. AET will provide a soils report compiling the field collected information and the laboratory analyses.
- B.10.2. AET will provide pavement section recommendations.
- B.10.3. AET will provide soils resistivity testing and results.
- B.11. **CONSULTANT** will retain the services of DesignWorks, Inc., to provide the following landscape architecture services:
- B.11.1. DesignWorks, Inc., will provide two conceptual alternative(s) for the development of the portion of the open space along the major drainage channel between Anamosa Street to the Interstate 190 off ramp.
- B.11.2. The conceptual alternatives will be developed to incorporate the construction of stormwater quality treatment facilities along Scott Mallow Park.
- B.11.3. The conceptual alternatives will incorporate potential bike path extensions through the PROJECT area along Interstate 190 to Anamosa Street.
- B.11.4. The conceptual alternatives will be developed in consultation with the Rapid City Parks and Recreation Department.
- B.12. **CONSULTANT** will review background information including but not limited to the Morningside Drainage Basin Design Plan (April 1998), the City of Rapid City Utility System Master Plan (April 2008) and the City of Rapid City Infrastructure Design Criteria 2008 Edition (Draft).
- B.13. Prepare Project Design Report: The **CONSULTANT** shall establish and indicate project specific design criteria and standards within the Project Design Report. The **CONSULTANT** shall submit design assumptions, design life, design criteria, and reference of design



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resources. The Project Design Report shall evaluate and recommend pavement design; based on a life cycle cost analysis, preliminary horizontal and vertical alignment for utilities, roadways, and other public improvements. It shall establish pipe sizes, lane configurations, drainage system capacity, assess water quality impacts (including post-construction), etc., and provide justification for the facilities and analysis of alternatives. To the extent feasible the City Draft Utility Design Criteria Manual should be used to establish design criteria and standards.

B.13.1. The **PROJECT's** geotechnical report shall be included within the Project Design Report. The geotechnical report shall present the results of field and laboratory tests and sampling to determine soil classifications, N values, water levels, moisture-density relationships, CBR's, and resistivity tests. The report shall present an engineering analysis and present recommendations for pavement design, utility construction, embankment construction and backfill considerations, foundations support for any structures, areas for additional special study or testing, and construction phase testing or observations.

B.13.2. **CONSULTANT** will submit three (3) copies of the Project Design Report, preliminary plans and specifications to City of Rapid City's project manager for review and comment.

B.14. **CONSULTANT** will prepare preliminary plan and profile sheets including locations of existing and new utilities and street alignment. Show existing utilities locations with probable depths.

B.15. **CONSULTANT** will identify right-of-way (ROW) and permanent and temporary construction easements acquisition needs. Include size and extent of such ROW and easements and contact information of property owners.

B.16. **CONSULTANT** will prepare preliminary opinion of probable construction costs for improvements.

B.17. **CONSULTANT** will attend submittal review meeting with City staff, if necessary.

B.18. **CONSULTANT** will attend City Public Works Committee and Council meetings as necessary.

**C. FINAL DESIGN SERVICES**

C.1. **CONSULTANT** will attend Public Works Committee and Rapid City Common Council meetings as necessary during the completion of this **PROJECT**.

C.2. **CONSULTANT** will address City comments from Item B, Preliminary Design Services, City review(s) and finalize the Project Design Report, including any schedule modifications that may be required or advised.

C.3. **CONSULTANT** will arrange and conduct a public meeting to review the proposed scope and extent of the work with the neighborhood and the general public. Notice shall be mailed at least to all property owners adjacent to the area of the work, as well as to others thought to be directly impacted by the work, as determined in conjunction with City staff. The **CONSULTANT** shall tabulate all public comments and concerns received at meetings or

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through other communications and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.

- C.4. **CONSULTANT** will assist the City with easement(s) acquisition, and obtain property owner contact information, prepare easement and ROW exhibits as necessary, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings.
- C.5. **CONSULTANT** will determine removal limits with approval of City of Rapid City representative.
- C.6. **CONSULTANT** will include the geotechnical report in the project plans and specifications.
- C.7. **CONSULTANT** will incorporate appropriate ADA compliance items in the areas affected by the work (for example fillet, driveway and sidewalk improvements).
- C.8. **CONSULTANT** will incorporate appropriate or required Erosion and Sediment Control and Stormwater Best Management Practices items.
  - C.8.1. **CONSULTANT** Complete the, "Flood Management Project Water Quality Impact Assessment Checklist Form", attachment three and incorporate applicable measures within the construction documents as necessary.
  - C.8.2. Erosion and Sediment Control Plans will be incorporated into the final plans and specifications.
- C.9. **CONSULTANT** will provide three (3) copies of the finalized Project Design Report,
- C.10. **CONSULTANT** will provide three (3) copies of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City's project manager for review. The Final Design Services submittal will be made to the City when the **CONSULTANT** believes the plans, specifications, contract documents, and opinion of probable construction cost are fully complete and suitable for bidding and construction.
- C.11. Plans documents shall adhere to current City of Rapid City guidelines. Staking information shall include either of the following formats:
  - C.11.1. On the Plans
    - C.11.1.1. Station offsets for all items of work requiring field staking.
  - C.11.2. In tabular form on a plan sheet (schedule)
    - C.11.2.1. Coordinates and description of inter-visible control points.
    - C.11.2.2. Coordinates of all items of work requiring field staking.
- C.12. **CONSULTANT** will provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area).
- C.13. **CONSULTANT** will provide conceptual traffic control plan showing all streets and alleys that may be impacted by the construction of this project. Show all existing signage, pavement

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markings, etc. All work zones, road closures, and lane closures shall be indicated on the plan. Traffic control plans shall indicate suggested sequence, intent, and general guidelines, but need not require identification or placement of project specific traffic control items. An electronic version of an aerial photo will be provided for **CONSULTANT's** use.

- C.14. **CONSULTANT** will coordinate directly with the engineering divisions of area private utility companies 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 identified and fully specified in the contract documents. Preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete. The **CONSULTANT** shall conduct a specific private utility coordination meeting, or meet individually with affected companies prior to the completion of final design.
- C.15. If exceptions from City requirements or specifications are necessary for the work to be completed as designed, it is the **CONSULTANT's** responsibility to request and secure the exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.
- C.16. **CONSULTANT** will 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.
- C.17. **CONSULTANT** will prepare necessary permits with exhibits required for the City.
- C.18. **CONSULTANT** will identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost. Typically all permit costs are the Contractor's obligation.
- C.19. **CONSULTANT** will prepare final "Engineer's Estimate" of probable construction cost for the project.
- C.20. **CONSULTANT** will provide and make submittals for review by the Rapid City Planning Commission per SDCL §11-6-19 submittal, if required by the Planning Commission. Provide supplemental information and attend Planning Commission meetings, as necessary, to present the project or to respond to any questions or concerns.
- C.21. **CONSULTANT** will provide final plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- C.22. **CONSULTANT** will address Final Design Submittal comments from City staff as necessary.
- C.23. **CONSULTANT** will deliver the following:
- C.23.1. Provide complete plans on CD compatible with AutoCAD Release 2007 format.
  - C.23.2. Provide complete specifications and contract documents on CD in Microsoft Word XP or previous versions.

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- C.23.3. Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City "Engineer's Estimate" form.
- C.24. 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". 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.

**D. BIDDING SERVICES**

- D.1. **CONSULTANT** will submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- D.2. The **CONSULTANT** will submit fifteen (15) copies of plans and specifications to **OWNER** for distribution to SDDENR and appropriate utility companies.
- D.3. **CONSULTANT** will print 22"x34" plans and specifications and deliver to **OWNER** for distribution during bidding. **OWNER** will be responsible for advertising the project. **OWNER** will distribute plans and specifications to the appropriate builders exchanges, contractors suppliers, etc.
- D.4. **OWNER** will be responsible for maintaining the plan holders list.
- D.5. **CONSULTANT** will print and distribute five (5) copies plans/ drawings to the City of Rapid City at 11" x 17" scale for construction services personnel.
- D.6. **CONSULTANT** will arrange and conduct a Pre-bid Conference. **CONSULTANT** will record attendance and minutes. **CONSULTANT** will distribute copies to **OWNER**.
- D.7. **CONSULTANT** will issue addenda to the bid documents as required.
- D.8. **CONSULTANT** will attend the bid opening (to be held at the City Finance Office).
- D.9. **CONSULTANT** will attend Public Works Committee and Council Meetings as required.
- D.10. **CONSULTANT** will prepare the Bid Tab in City of Rapid City Microsoft Excel project book format and submit electronic Bid Tab and a printed hard copy to Engineering Services within one (1) working day of the bid opening. **CONSULTANT** will forward a copy of the final bid tab to all bidders and project manager.
- D.11. **CONSULTANT** will present award recommendation to City of Rapid City project manager.
- D.12. **CONSULTANT** will prepare Notice of Award letter for City of Rapid City project manager signature and distribution to contractor for execution.
- D.13. **CONSULTANT** will prepare contracts and submit to contractor for execution.

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D.14. **CONSULTANT** will review construction contract documents and other submittals (excluding shop drawings) from the contractor and submit to City of Rapid City project manager for distribution to City Attorney's for approval and signatures of the Mayor and Finance Officer.

**E. MEETINGS**

E.1. **CONSULTANT** will attend Public Works Committee and Rapid City Common Council meetings as necessary during the completion of this **PROJECT**.

E.2. **CONSULTANT** will hold a public Open House during the spring of 2009 with coordination of dates made with the **OWNER** coincident with Preliminary Design.

E.2.1. **CONSULTANT** will be available to answer individual questions from property owners outside of scheduled meeting times.

E.3. **CONSULTANT** will conduct a public meeting with coordination of dates made with the **OWNER** prior to completion of final design to review proposed scope and project construction schedule.

E.4. **CONSULTANT** will meet with CITY staff as necessary during the completion of the **PROJECT**.

**ARTICLE II OWNERS RESPONSIBILITY**

Except as otherwise provided herein, **OWNER** shall do the following in a timely manner so as not to delay the services of **CONSULTANT**, and shall bear all costs incident thereto:

2.1 Designate a person to act as **OWNER'S** representative with respect to the services to be performed or furnished by **CONSULTANT** under this Agreement.

2.2 Provide all criteria and full information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, capacity and performance requirements, and any budgetary limitations.

2.3 Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the **PROJECT** including previous design reports and any other data relative to design or construction of the **PROJECT**.

2.4 Assist **CONSULTANT** by furnishing for **CONSULTANT'S** use Digital Existing Conditions Water System Geodatabase, including calibration information, as created during the Rapid City Utility System Master Plan.

2.5 Assist **CONSULTANT** by furnishing for **CONSULTANT'S** use Digital Files of Topographic Base Maps and Digital Terrain Models for the **PROJECT** area.

2.6 Arrange for access to and make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.

**ARTICLE III TIMES FOR RENDERING SERVICES**

**CONSULTANT'S** services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT**. Unless specific periods of

**SILVER STREET AREA UTILITY IMPROVEMENTS**  
**City Project No. SSW07-1656 / CIP No. 50418**

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time or specific dates for providing services are specified in this Agreement, **CONSULTANT'S** obligation to render services hereunder will extend for a period which may reasonably be required for the preparation of the deliverables as described above or amended hereafter, including extra work and required extensions thereto.

- 3.1 The **CONSULTANT** will begin work upon receipt of a signed Notice to Proceed.
- 3.2 The Project Preliminary Design Report will be submitted by July 1, 2009.
- 3.3 Final Bid Documents will be submitted to the City with respect to an anticipated Bid Opening Date of January 26, 2010.
- 3.4 The **CONSULTANT** will retain copies of all payroll and expense records for a period of three (3) years after completion of the **PROJECT**.

**ARTICLE VI PAYMENTS TO CONSULTANT FOR SERVICES**

- 4.1 **OWNER** shall pay to **CONSULTANT** for services performed in accordance with **ARTICLE I** on a per-diem basis in accordance with the attached Exhibit A, the **CONSULTANTS** hourly rates.
- 4.2 In addition to payments provided for in paragraph 4.1, **OWNER** shall pay **CONSULTANT** for Reimbursable Expenses incurred by **CONSULTANT** including mileage at the rates identified in Exhibit A.
- 4.3 The **CONSULTANT** will invoice the **OWNER** monthly for the services provided. Net payment for these services is due within thirty (30) days.
- 4.4 The maximum estimated fee for Article I, Items A-E, is **\$197,400**.
- 4.5 The **CONSULTANT** will not exceed the amount stipulated in paragraph 4.4 without prior authorization by the **OWNER**.

**ARTICLE V ADDITIONAL SERVICES**

- 5.1 If additional services beyond those contained in the scope of services must be performed, this agreement will be amended to identify the change in scope and the compensation due to the **CONSULTANT**.

**ARTICLE VII OPINIONS OF COST**

- 6.1 **CONSULTANT'S** opinions of probable Construction Cost provided for herein are to be made on the basis of **CONSULTANT'S** experience and qualifications and represent **CONSULTANT'S** best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since **CONSULTANT** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractors methods of determining prices or over competitive bidding or market conditions,

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**CONSULTANT** cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by **CONSULTANT**.

**ARTICLE VII GENERAL TERMS AND CONDITIONS**

- 7.1 All services will be performed in accordance with the **CONSULTANT'S GENERAL TERMS AND CONDITIONS-RAPID CITY**, dated May 8, 2008, which are attached hereto and incorporated into this agreement by reference.
- 7.2 This Agreement represents the entire and integrated agreement between the **OWNER** and the **CONSULTANT** covering the services set forth herein and supersedes any prior negotiations, representations, or agreements therefore, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **CONSULTANT**.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date and year first above written.

THE CITY OF RAPID CITY, SOUTH DAKOTA

\_\_\_\_\_  
Alan Hanks, Mayor

ATTEST:

\_\_\_\_\_  
James F. Preston  
Finance Officer

Date: \_\_\_\_\_

FERBER ENGINEERING COMPANY, INC.

BY: \_\_\_\_\_  
Dan P. Ferber, President

Date: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS- RAPID CITY

1. Ferber Engineering Company, Inc., herein referred to as FEC, will bill the Client monthly with net payment due in thirty (30) days. In addition, FEC may, after giving seven (7) days notice, suspend service under any agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.
2. The stated fees and scope of services constitute our best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. 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. FEC will promptly inform the Client in writing of such situations so that changes in this agreement can be renegotiated.
3. Costs and schedule commitments shall be subject to renegotiation for delays caused by the Client's failure to provide specified facilities or information or for delays caused by 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 or regulations of any governmental agency. 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. FEC will maintain insurance coverage for: Workers Compensation, General Liability, Professional Liability, and Automobile Liability. FEC shall at all times during the term of this Agreement maintain its General Liability insurance with a minimum of a One Million Dollar (\$1,000,000) limit per occurrence or equivalent. FEC shall furnish the Client with a certificate of insurance acceptable to the Client. Such certificate shall be attached hereto and incorporated herein along with a statement generally describing the coverage therein contained. Said insurance shall name the City of Rapid City as an additional insured.
5. It is acknowledged by both parties that FEC's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event FEC or any other party encounters asbestos or toxic materials 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 FEC's services, FEC may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist **CONSULTANT(s)** or contractor(s) to identify, abate, and or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
6. The Client agrees to provide such legal, accounting, and insurance counseling services as may be required for the project.
7. Termination of this agreement by the Client or FEC shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination. FEC will prepare a final invoice showing all charges incurred through the date of the termination. Payment is due as stated in Paragraph 1. If the Client violates any of the agreements entered into between FEC and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, FEC may upon seven (7) days written notice, suspend services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of FEC. If FEC violates any of the agreements entered into between the Client and FEC or if FEC fails to carry out any of the duties contained in these terms and conditions, Client may upon seven (7) days written notice, suspend payment without further obligation or liability to FEC unless, within such seven (7) day period, FEC remedies such violation to the reasonable satisfaction of the Client.
8. All documents including Drawings and Specifications provided or furnished by FEC pursuant to this Agreement are instruments of service in respect of the Project and FEC shall retain an ownership therein. Reuse of any documents pertaining to this project by the Client on extensions of this project or on any other project shall be at the Client's risk. The Client agrees to defend, indemnify, and hold harmless FEC from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the Client or by others acting through the Client.
9. FEC will endeavor to provide all services in accordance with generally accepted professional practices. FEC will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, nor to have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, FEC will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgement of receipt of the actual performance of





**GENERAL TERMS AND CONDITIONS- RAPID CITY - (CONT)**

services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. FEC intends to serve as the Client's professional representative for those services as defined in this agreement and to provide advice and consultation to the Client as a professional. Any opinions of probable project cost, approvals, and other decisions made by FEC for the Client are rendered on the basis of experience and qualifications and represent FEC's professional judgment.
11. This agreement shall not be construed as giving FEC 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.
12. The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.
13. In the event that any section(s), or provision(s) of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision(s) of this Agreement if it can be given effect without the invalid section(s) or provision(s).



**Ferber  
Engineering  
Company, Inc.**  
Civil Engineering • Water Resources • Transportation • Land Surveying  
729 East Watertown St, Rapid City, SD 57701 ~ Phone: (605) 343-3311

## EXHIBIT A

### 2009 SCHEDULE OF CHARGES

<b>EMPLOYEE CLASSIFICATION</b>	<b>HOURLY RATE</b>
Principal-In-Charge	\$115.00
Registered Land Surveyor	\$115.00
Principal Professional Engineer	\$105.00
Professional Engineer I	\$75.00
Graduate Engineer IV	\$70.00
Graduate Engineer III	\$65.00
Senior Technician II	\$70.00
Technician II	\$60.00
Technician I	\$55.00
Survey Crew 2-Man	\$95.00
Drafter	\$60.00
Clerical	\$55.00
Mileage	\$ .55
GPS Survey	\$20.00 + Tech*
*Tech includes hourly rate of employee plus expenses	

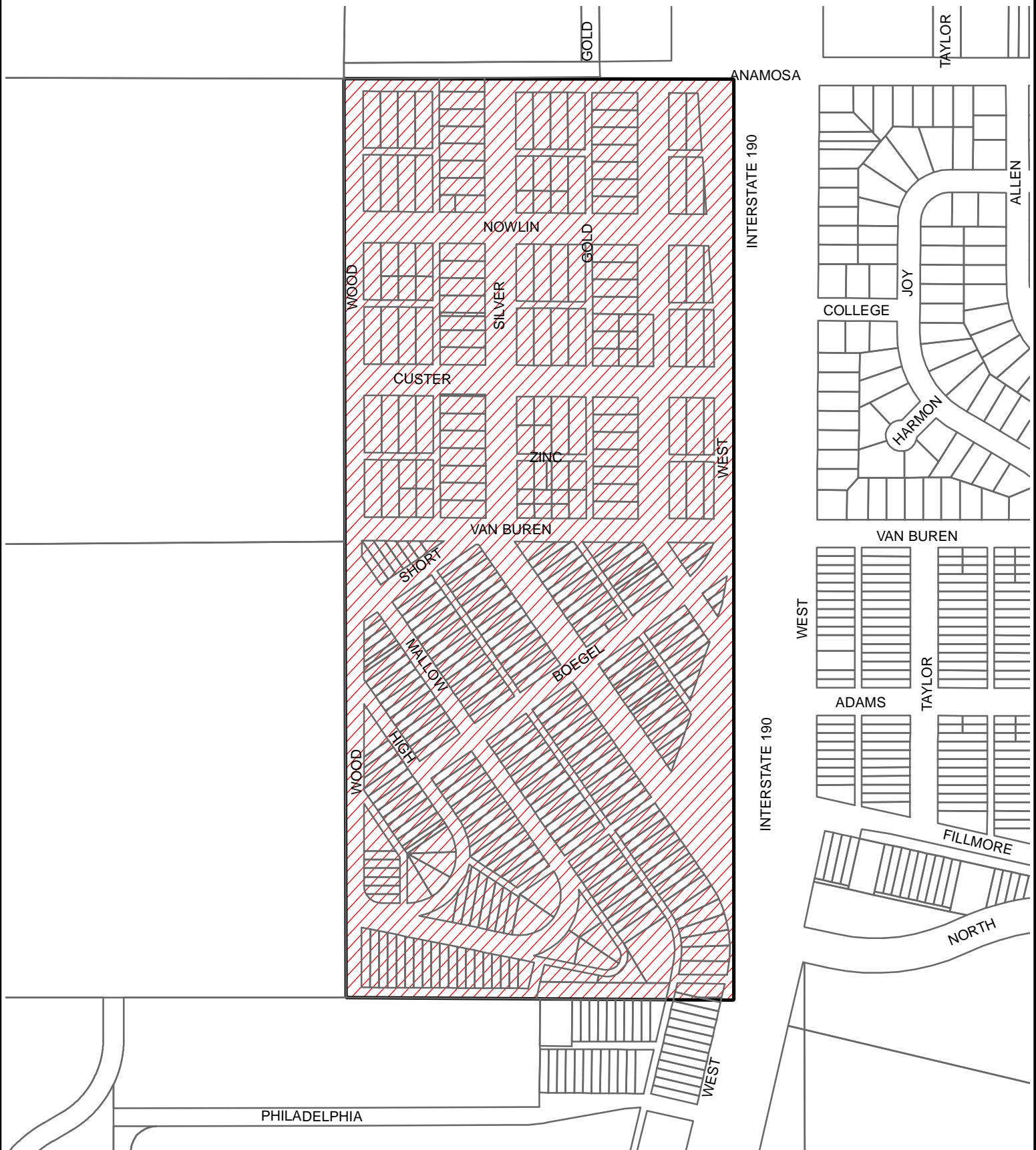
### **PRINTING CHARGES**

Bond	\$ .20/sq ft
Vellum	\$ .30/sq ft
Mylar	\$ .50/sq ft
Clear Film	\$ .50/sq ft
Photocopies, 8 1/2" x 11" (BW)	\$ .10
Photocopies, 8 1/2" x 11" (Color)	\$ .50
Binding (up to 1")	\$ 2.00



**Ferber  
Engineering  
Company, Inc.**

# EXHIBIT "A"



**Silver Street Area Utility Improvements**  
**Project SSW07-1656 CIP # 50418**

