

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

Date: November 19, 2009

Project Name & Number: Jackson Springs Water Treatment Plant; W07-1689

CIP #: 50696

Project Description: Legal survey services for property acquisition, platting and easements necessary for the Jackson Springs Water Treatment Plant projects.

Consultant: Ferber Engineering Company, inc.

Original Contract Amount: \$19,680.00

Original Contract Date: Nov. 2, 2009

Original Completion Date: June 1, 2010

Addendum No:

Amendment Description:

Current Contract Amount: _____

Current Completion Date: _____

Change Requested: _____

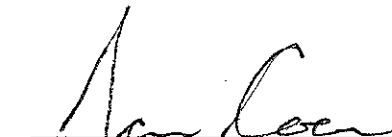
New Contract Amount: _____ \$0.00

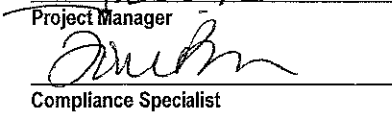
New Completion Date: _____

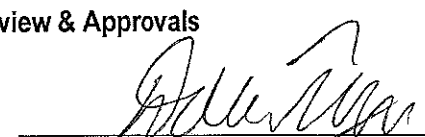
Funding Source This Request:

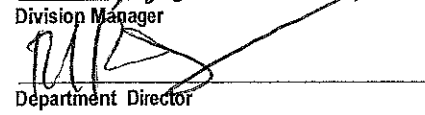
Amount	Dept.	Line Item	Fund	Comments
\$19,680.00	933	4223	602	
\$19,680.00	Total			

Agreement Review & Approvals

 _____ 11-19-09
Project Manager Date

 _____ 11-19-09
Compliance Specialist Date

 _____ 11-19-09
Division Manager Date

 _____ 11-19-09
Department Director 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
11/20/09	JA	(Y) N
Cash Flow		Y N

AGREEMENT BETWEEN THE CITY OF RAPID CITY

AND FERBER ENGINEERING COMPANY, INC.

JACKSON SPRINGS WATER TREATMENT PLANT LEGAL PROPERTY SURVEY SERVICES

W07-1689 / CIP 50696

This AGREEMENT is made and entered into this 2ND day of NOVEMBER, 2009, by and between the City of Rapid City, South Dakota, hereinafter called CITY, and Ferber Engineering Company, Inc., a South Dakota Corporation, hereinafter called CONSULTANT.

This AGREEMENT, together with the Informal Quotation and Project Plan (EXHIBIT A), CONSULTANT's Schedule of Charges (EXHIBIT B) and the CONSULTANT's General Terms and Conditions (EXHIBIT C), all attached hereto, constitutes the entire agreement between the CITY and the CONSULTANT and supersedes all prior written or oral understandings.

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

THE CITY OF RAPID CITY, SOUTH DAKOTA

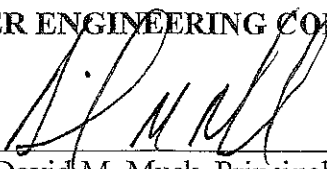
Robert Ellis, Public Works Director

Alan Hanks, Mayor

ATTEST:

Date: _____
James F. Preston
Finance Officer

FERBER ENGINEERING COMPANY, INC.

BY: 
David M. Muck, Principal

Date: 11-2-09



EXHIBIT A
INFORMAL QUOTE
AND
PROJECT PLAN

This **Informal Quote and Project Plan** have been agreed to on this 2ND day of November, 2009, by and between the City of Rapid City, South Dakota, hereinafter called **CITY**, and Ferber Engineering Company, Inc., a South Dakota Corporation, hereinafter called **CONSULTANT**.

The **CITY** is in the design phase of the Jackson Springs Water Treatment Plant, including a raw water pump station and associated facilities under City Project W07-1689/CIP 50696. Additionally, the **CITY** is in the final design phase of the Jackson Springs Water Transmission Mains under City Project WTP09-1836/CIP 50780, which includes the construction of two, 20-inch steel water mains to deliver treated water from the future Jackson Springs Water Treatment Plant to the distribution system.

The **CITY** has agreed in principle with the State of South Dakota to purchase approximately 4.83 acres +/- on and near the Cleghorn State Fish Hatchery. The property purchase will include four parcels, two of which include approximately 0.44 acres and are previously platted parcels. The remaining two parcels must be platted from two state-owned parcels (Lot F-2 of Fish Hatchery Subdivision and Lot R Revised of Fish Hatchery Subdivision) in order for the transfer of the property to take place. Both parent lots are located in the SE1/4 of Section 8, T1N, R7E, BHM. The subdivisions of Lot F-2 and Lot R Revised are necessary for construction of the raw water pump station and the raw water mains to transfer Rapid Creek and Jackson Springs gallery water to the new treatment plant.

The **Project Plan** for this **PROJECT** includes the following:

CONSULTANT will complete the necessary courthouse research to retrieve previously filed plats, easements, other miscellaneous documents and other encumbrances.

CONSULTANT will collect additional property monumentation to adequately define the necessary properties on the ground.

CONSULTANT will reduce the field collected data.

CONSULTANT will prepare the following Preliminary and Final Plat information in accordance with Chapter 16.20.040 of Rapid City Ordinance:

- 1) Topographic Map on a 22"x34" sheet, including
 - a. 2-foot contours
 - b. Existing manmade features, including public and private utilities, on and/or near the proposed boundary of the proposed parcels.

- c. Existing drainage facilities
 - d. Existing easements
 - e. Required setbacks for Public Zoning
 - f. Rapid Creek digitized 1%-chance floodway and floodplain boundaries.
- 2) 15"x26" Plat, which will include
- a. Record, Measured and Calculated distances and bearings
 - b. Existing Street Labels
 - c. Existing and proposed easements
 - d. Rapid Creek Floodway
 - e. **CONSULTANT** will modify plat based on reviews by the Growth Management Department.

CONSULTANT will prepare appropriate easement and vacation exhibit documents and other work exhibits for the Nettleton property purchase. **CONSULTANT** will prepare a 22"x34" topographic map of appropriate scale for use by the Nettleton's. **CONSULTANT** will prepare an access easement exhibit for Nettleton and a private lane vacation exhibit for the **CITY**.

CONSULTANT will prepare temporary and permanent easements necessary for the construction of the Jackson Springs Water Transmission Mains. **CONSULTANT** will coordinate easement acquisition with the South Dakota Department of Game, Fish and Parks.

CONSULTANT will prepare additional temporary and permanent easements exhibits necessary for the construction of the water treatment plant projects. Additional platting is not included.

CONSULTANT will meet with the **CITY** twice during development of the plat and easements.

CONSULTANT will monument appropriate corners of the new City lots using appropriate materials.

CITY will prepare all necessary applications and supporting documentation not listed above and provide the information to the **CITY** for submittal through the appropriate review process.

The estimated cost to perform the work outlined in the Project Plan is \$19,680.00, in accordance with **CONSULTANT**'s current Schedule of Charges (Exhibit B) and the General Terms and Conditions, dated July 1, 2009, and attached as Exhibit C.

The **CONSULTANT** will submit the plat and easements at appropriate times based on the availability of design data and plans for the Jackson Springs Water Treatment Plant.



**Ferber
Engineering
Company, Inc.**

WTP 07-1689

Jackson Springs Water Transmission Mains Legal Survey Services

Monday, November 16, 2009

TASK DESCRIPTION	TASK TOTAL
<u>JSWTP Legal Surveying Services</u>	
Hatchery Property	\$ 10,580.00
Nettleton Property	\$ 2,090.00
GFP Property Easements (Temp and Perm)	\$ 1,320.00
GM, PW and State Review Time	\$ 1,050.00
Property Monumentation	\$ 4,640.00
MONETARY SUBTOTALS	\$ 19,680.00

FEC PROJECT TOTAL	\$19,680.00
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NOTE: Although dollar values have been provided for each task, FEC shall retain the right to reallocate monies to other tasks, subject to the limiting maximum fee as shown above.

EXHIBIT B**2009 SCHEDULE OF CHARGES**

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
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 ½" x 11" (BW)	\$.10
Photocopies, 8 ½" x 11" (Color)	\$.50
Binding (up to 1")	\$ 2.00

EXHIBIT C**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 forty-five (45) 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 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).