



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

PLANNING DEPARTMENT

300 Sixth Street

Patsy Horton, Transportation Planning Coordinator
Transportation Planning Division
City web: www.rcgov.org

Phone: 605-394-4120
Fax: 605-394-6636
e-mail: patsy.horton@rcgov.org

TO: Legal and Finance Committee

FROM: Patsy Horton, Transportation Planning Coordinator

DATE: January 21, 2004

RE: Professional Service Agreement with Ferber Engineering Company, Inc.
for the Southeast Connector Neighborhood Area Future Land Use Plan in
an amount not to exceed \$67,109.50

Staff is requesting approval of the contract with Ferber Engineering Company, Inc. for the completion of the Southeast Connector Neighborhood Area Future Land Use Plan. This Plan will provide the framework necessary to implement changes to the Rapid City Comprehensive Plan and to ensure orderly and efficient growth of the community.

The Executive Policy Committee of the Metropolitan Planning Organization will consider the proposed contract at its January 29, 2004 meeting. Funding for this project is provided by 80% Federal highway planning funds and 20% local match. The local match is available from funds within the Transportation Planning Division Budget (706).

Please feel free to contact me if you have questions regarding this study.

STAFF RECOMMENDATION: Staff recommends approval of the contract with minor language changes from South Dakota Department of Transportation legal staff review, if appropriate, between Ferber Engineering Company, Inc. and the City of Rapid City for the Southeast Connector Neighborhood Area Future Land Use Plan in an amount not to exceed \$67,109.50.

c: Marcia Elkins, Growth Management Director

AGREEMENT FOR PROFESSIONAL SERVICES

SOUTHEAST CONNECTOR NEIGHBORHOOD AREA FUTURE LAND USE PLAN

THIS IS AN AGREEMENT made on this ____ day of _____, 20__ between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and Ferber Engineering Company, Inc., a South Dakota Corporation, hereinafter referred to as ENGINEER. This project is the development of a Future Land Use Plan for the Southeast Connector Neighborhood Area, as defined on the attached map labeled Rapid City Future Land Use Plan.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

ENGINEER shall provide to OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing selected transportation planning services.

1.2 Scope of Work

The Basic Services Scope of Work is described in Exhibit A and shall include mapping, civil engineering, planning, and public involvement services.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.7, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, or method of financing; and revising previously accepted studies, reports or design documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.

2.1.2 Investigations and studies involving, but not limited to detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material,

equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

- 2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto);
- 2.1.4 Services during out-of-town travel required of ENGINEER other than visits to the site, attendance at OWNER's office as required by Section 1, or other services as detailed in Exhibit A.
- 2.1.5 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and providing other special field surveys.
- 2.1.6 Preparing to serve or serving as consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services).
- 2.1.7 Additional services in connection with the Project, excluding services, which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 3.1 Ms. Patsy Horton, Transportation Planning Coordinator with the Rapid City Planning Department, shall act as OWNER's representative with respect to the services to be rendered under this Agreement. Ms. Horton shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- 3.3 Examine all studies, reports, sketches, drawings, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.4 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 3.5 Furnish or direct ENGINEER to provide Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The ENGINEER'S period of service shall complete the scope of work stated in Exhibit A by June 30, 2005, provided a written "Notice to Proceed" is issued by *February 3, 2004*. The ENGINEER'S services shall be provided in general accordance with the schedule as defined in EXHIBIT B.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

- 5.1.1 *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Scope of Work in Exhibit A) an amount not-to-exceed \$67,109.50.

5.1.1.1 *Direct Labor Costs and Overhead.* Direct labor costs and overhead shall be paid at a rate equal to ENGINEER's salary cost times a factor as defined in the attached EXHIBIT C for all Basic Services rendered on the Project.

5.1.1.2 *Fixed Fee.* A fixed fee of twelve percent (12%) shall be paid on a prorated share based on the amount of work completed upon each billing.

5.1.1.3 OWNER shall pay ENGINEER the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses approved by OWNER. The term "Reimbursable Expenses" has the meaning assigned to it in paragraph 5.4. In accordance with 48CFR Part 31.

- 5.1.2 *For Additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 *General.* For additional services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 on the same basis as outlined in paragraphs 5.1.1.1, 5.1.1.2 and 5.1.1.3.

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

For these services the OWNER shall make prompt monthly payments to the ENGINEER based on monthly billings submitted by the ENGINEER up to 90% of the maximum fee for each Task as shown on Appendix C. The remaining 10% shall be due upon final approval of the Final Report for the Project by the OWNER.

5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within forty-five (45) days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1.5% per month from said forty-fifth day, and in addition, ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

5.3.2 In the event of termination by OWNER upon completion of any phase of Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services incurred through such phase. In the event of any such termination, ENGINEER will be paid for unpaid Reimbursable Expenses previously incurred.

5.3.3 The employees of ENGINEER, professional associates and consultants, whose time is directly assignable to the program shall keep and sign a time record showing the element of the Project, date and hours worked, title of position and compensation rate.

5.3.4 *Records.* The ENGINEER shall maintain an accurate cost keeping system as to all costs incurred in connection with the subject to this Agreement and shall produce for examination books of accounts, bills, invoices and other vouchers or certified copies thereunder if originals be lost at such reasonable time and place as may be designated by the OWNER, South Dakota Department of Transportation or Federal Highway Administration and shall permit extracts and copies thereof to be made during the contract period and for three years after the date of final payment to ENGINEER.

All personnel employed by ENGINEER shall maintain time records for time spent performing work on study described in this Agreement for a period of three years from the conclusion of the study. Time records and payroll records for said personnel shall be similarly retained by ENGINEER for a period of three years from the conclusion of the study.

Upon reasonable notice, the ENGINEER will allow OWNER auditors to audit all records of the ENGINEER related to this Agreement. These records shall be clearly identified and readily accessible. All records shall be kept for a period of three (3) years after final payment under Agreement is made and all other pending matters are closed.

5.3.5 *Inspection of Work.* OWNER auditors shall at reasonable times be accorded proper ENGINEER facilities for review and inspection of the work in this Agreement. OWNER shall have access to ENGINEER's premises and to all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to this Agreement.

5.3.6 *Audits.* The ENGINEER shall, with reasonable notice, afford representatives of the OWNER reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as he may require; shall produce and exhibit such books, accounts, documents and property as he may determine necessary to inspect and shall, in all things, aid him in the performance of his duties.

5.3.7 Payment shall be made subject to audit by duly authorized representatives of the OWNER.

5.3.8 In the event the services of the contract are terminated by the OWNER for fault on the part of the ENGINEER, the agreement shall be null and void, and, the OWNER

shall be entitled to recover payments made to the ENGINEER on the work which is the cause of the at-fault termination. The ENGINEER shall be paid only for work satisfactorily performed and delivered to the Owner up to the date of termination. After audit of the ENGINEER'S actual costs to the date of termination and after determination by the ENGINEER of the amount of work satisfactorily performed, the ENGINEER shall determine the amount to be paid to the OWNER.

5.4 Definitions

5.4.1 Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER'S independent professional associates or consultants directly in connection with the Project, including expenses for: transportation and subsistence incidental thereto; reproduction of reports, graphics, and similar Project related items; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.0.

5.5 Ownership of Data

Documents and all products of this Agreement are to be the property of the OWNER.

5.6 Publication and Release of Information

The ENGINEER shall not copyright material developed under this Agreement without written authorization from the OWNER. The OWNER reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

5.7 Acquisition of Property or Equipment

The acquisition of property or equipment will be in accordance with 49 CFR 18.32.

5.8 Subcontracting

ENGINEER shall perform all work except specialized services. Specialized services are considered to be those items not ordinarily furnished by ENGINEER which must be obtained for proper execution of this Agreement. Specialized services required by the study, if any, are itemized in EXHIBIT C of this Agreement.

Neither this Agreement nor any interest therein shall be assigned, sublet or transferred unless written permission to do so is granted by the OWNER. Subcontracts are to contain all the required provisions of the prime contract as required by 49 CFR Part 18, definitions.

5.9 Personnel Employment

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the OWNER

shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fees, commission, percentage, brokerage fee, gift or contingent fee.

5.10 Nondiscrimination/ADA

The ENGINEER agrees to comply with the requirements of Title 49, CFR Part 21 and Title VI of the Civil Rights Act of 1964. The ENGINEER agrees to submit upon request quarterly Title VI (Civil Rights) State of Contractor reports to the State. The ENGINEER agrees to provide services in compliance with the Americans With Disabilities Act of 1990.

5.11 Claims

To the extent authorized by law, the ENGINEER shall indemnify and hold harmless the OWNER, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney fees, to the extent such claims are caused by any negligent performance of professional services by, the ENGINEER, its employees, agents, subcontractors or assignees.

To the extent authorized by law, the OWNER shall indemnify and hold harmless the ENGINEER, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney fees, to the extent such claims are caused by OWNER'S negligent acts in connection with the PROJECT and acts of its employees, agents, subcontractors or assignees.

It is further agreed that any and all employees of either party, while engaged in the performance of any work or services, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of South Dakota on behalf of said employees, while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the other party.

5.12 Acceptance and Modification

This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled after consultation with, and approval in writing by, the parties to this Agreement.

5.13 Termination or Abandonment

The ENGINEER and the OWNER share the right to terminate this Agreement upon giving thirty (30) days written notice of such cancellation to the other party. If this Agreement is terminated under this paragraph, ENGINEER shall deliver to OWNER all work product produced up to the time of termination. OWNER shall reimburse ENGINEER for all work completed to the date of termination.

SECTION 6- GOVERNING LAW

This agreement and any dispute arising out of this agreement shall be governed by the laws of the State of South Dakota.

6.1 Forum Selection

Any dispute arising out of this contract shall be litigated in the state court in South Dakota, which includes the City of Rapid City, currently, the Seventh Circuit Judicial Court for the State of South Dakota.

SECTION 7 - MERGER CLAUSE

This written agreement including Exhibit A "Scope of Work – Eglin Street Corridor Study," Exhibit B "Project Schedule" and Exhibit C "Manhour Estimate" constitutes the entire agreement of the parties. No other promises or consideration are a part of this agreement.

SECTION 8 - COMPLIANCE WITH CLEAN AIR ACT

ENGINEER stipulates that any facility to be utilized in the performance of this contract, under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20 and that the OWNER and the State Department of Transportation shall be promptly notified of the receipt by the ENGINEER of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

SECTION 9 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

ENGINEER certifies, by signing this agreement, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement by their duly authorized officers on the day, month and year first written above.

OWNER:

BY: _____

Mayor

BY: _____

Finance Officer

City of Rapid City
300 Sixth Street
Rapid City, South Dakota 57701

ENGINEER:

BY: _____

Dan Ferber, P.E.
Principal

Ferber Engineering Company, Inc.
729 East Watertown Street
Rapid City, South Dakota 57701

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this ____ day of _____, 2004, before me, a Notary Public, personally appeared _____, known to me to be the Mayor of the City of Rapid City, and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

Notary Public

My Commission Expires:

(SEAL)

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this ____ day of _____, 2004, before me, a Notary Public, personally appeared Dan Ferber, known to me to be a Principal of Ferber Engineering, and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

Notary Public

My Commission Expires:

(SEAL)

Address for Giving Notices:

City of Rapid City
Planning Department
300 Sixth Street
Rapid City, South Dakota 57701

Address for Giving Notices:

Ferber Engineering Company, Inc.
729 East Watertown Street
Rapid City, SD 57701

EXHIBIT A
SCOPE OF WORK
SOUTHEAST CONNECTOR NEIGHBORHOOD AREA FUTURE LAND USE PLAN

100 BASE MAP DEVELOPMENT PHASE

- 110 ENGINEER** will collect, review, prepare and merge data into coordinated base maps suitable for development of the Future Land Use Plan. Major data collection includes:
- 111** Parcel Data will be obtained from **OWNER** as **ESRI** Shapefiles.
 - 112** The Major Street Plan will be obtained from **OWNER** as **ESRI** Shapefiles. All Major Streets will be labeled.
 - 113** Aerial Contour Data will be obtained from **OWNER** as **DXF** Files.
 - 114** Existing Rapid City Sanitary Sewer Lines and Manhole Data will be obtained from **OWNER** as **ESRI** Shapefiles.
 - 115** Existing Water Lines will be obtained from **OWNER** and the Rapid Valley Water Company. The existing water lines will be put in Shapefile format.
 - 116** Existing Zoning information will be obtained from Pennington County and input into the ArcMap format.
 - 117** Property Ownership data will be obtained from **OWNER** in Database Format. Property Ownership will be linked to the **ESRI** Parcel Layers. **ENGINEER** will annotate Parcel Maps to include Property Ownership information for all parcels larger than 40 acres.
 - 118** Existing Orthophoto images will be obtained from **OWNER** and added to the ArcMap Files for use by the Future Land Use Committee.
- 120 ENGINEER** will edit the files, merge the files, and create maps in ArcMap format at three separate scales: 1"=500' for map development; a suitable scale to enable the entire Neighborhood to be shown on one E-size drawing for public meetings; and the entire neighborhood at a scale sufficient to be included on a single 11"x 17" map for the plan documents.
- 130 ENGINEER** will provide color copies of the base maps to **OWNER** for review.
- 131** Following **OWNER** review, **ENGINEER** will make revisions to Base Maps as directed by **OWNER**.
- 140 ENGINEER** will furnish **OWNER** full Color Base Maps including Parcel Information, Major Streets, and Orthophotos in full color presentation at all three scales.
- 141 ENGINEER** will furnish **OWNER** one set of Clear Film Overlay Maps in E-size showing: Existing Zoning, Contours, Existing Water and Sanitary Sewer.
 - 142 ENGINEER** will furnish **OWNER** two sets of Colored Land Use Maps in E-Size as well as 11"x 17" for all colored iterations.
 - 143** In addition to the Maps listed in this section, **ENGINEER** will furnish all map layers to **OWNER** in digital, reproducible ArcMap Layer (.lyr) format.

EXHIBIT A
SCOPE OF WORK
SOUTHEAST CONNECTOR NEIGHBORHOOD AREA FUTURE LAND USE PLAN

200 FUTURE LAND USE MAP DEVELOPMENT PHASE

- 210 ENGINEER** will meet with **OWNER** and Future Land Use Committee (**COMMITTEE**) and tour the Southeast Connector Neighborhood Area. **OWNER** will furnish transportation for tour.
- 220 ENGINEER** will meet with **OWNER** to discuss an initial draft Future Land Use Map (**MAP**).
- 221 ENGINEER** will draft the **MAP** in ArcMap format.
- 230 ENGINEER** will meet with **OWNER** and **COMMITTEE** after completion of the **MAP**. **OWNER** and **COMMITTEE** will make changes as appropriate to the **MAP**. **ENGINEER** will revise the **MAP**.
- 240 ENGINEER** will meet with **OWNER** and **COMMITTEE** to review **MAP** prior to presenting **MAP** to Public.
- 250 ENGINEER** will present the revised **MAP** to the neighborhood at an Open House. **ENGINEER** will prepare display graphics and handout materials describing the process, existing conditions, background information, and the proposed **MAP**. **ENGINEER** will make a brief presentation and be available to receive comments and discuss landowner concerns. **ENGINEER** will record the comments received at the Open House. Engineer will prepare 100 full color copies of the 11"x 17" **MAP**. Additional copies will be considered Out-of-Scope work and will be paid for in accordance with Section 2 of the Agreement.
- 260 ENGINEER** will schedule confidential meetings between the landowners, **OWNER** and **COMMITTEE** for all landowners whose individual parcels total 40 acres or more and who request an individual meeting. **ENGINEER** will record the landowner's future plans and compare them to the **MAP**. A total of 4 meetings, each 2 hours in length are included. Additional meetings will be considered out-of-scope work, and will be paid for in accordance with Section 2 of the Agreement.
- 270** Following the landowner meetings, **ENGINEER** will meet with the **OWNER** and **COMMITTEE** to discuss the landowner comments and consider additional changes to the **MAP**. **ENGINEER** will revise the **MAP** to reflect the recommended changes.
- 280 ENGINEER** will host a second Neighborhood Open House to present the Revised **MAP** and the Density Calculations. Following the Open House, **ENGINEER** will meet with the **OWNER** and **COMMITTEE** to discuss the Open House comments and make additional changes to the **MAP**. Engineer will prepare 2 E-Size copies and 100 full color copies of the 11"x 17" **MAP**. Additional copies will be considered Out-of-Scope work and will be paid for in accordance with Section 2 of the Agreement.

300 FUTURE LAND USE PLAN DEVELOPMENT PHASE

- 310 ENGINEER** will complete the initial Land Use Density Calculations using **OWNER** furnished Land Use Density Spreadsheet.

EXHIBIT A
SCOPE OF WORK
SOUTHEAST CONNECTOR NEIGHBORHOOD AREA FUTURE LAND USE PLAN

- 320** After **ENGINEER** completes the density calculations, **ENGINEER** will meet with the **OWNER** and **COMMITTEE** to discuss the calculations and their impact on previous land use decisions. **ENGINEER** will revise the **MAP** as directed by the **OWNER** and **COMMITTEE**, and revise the density calculations to reflect the changes.
- 330** **ENGINEER** will draft the Future Land Use Plan (**PLAN**) incorporating the previously presented Future Land Use Map and the Land Use Density Calculations. The Draft **PLAN** will be prepared following the presentation of the Revised Land Use Map and the Density Calculations at the second Neighborhood Open House.
- 340** The **PLAN** will be distributed to the **OWNER** and **COMMITTEE** prior to the next scheduled meeting of the **COMMITTEE**. **ENGINEER** will meet with the **COMMITTEE** and discuss the Draft **PLAN**. **ENGINEER** will make any changes requested by the **COMMITTEE**.
- 350** The Draft **PLAN** will be presented before the Rapid City Planning Commission. **ENGINEER** will incorporate any changes that result from Planning Commission presentation into the Revised Draft **PLAN**.
- 360** The Draft **PLAN** will be presented to the Public Works Committee of the Rapid City Common Council and to the Common Council as a whole. **ENGINEER** will make the presentation to the Council and make any additional changes to the Draft **PLAN** that result from Common Council action.
- 370** **ENGINEER** will present the Final Draft **PLAN** to the Rapid City Area MPO Committee.
- 380** **ENGINEER** will make any final revisions to Draft **PLAN**.
- 390** **ENGINEER** will deliver sixty copies of the Final Neighborhood Land Use Plan will to **OWNER** as well as furnishing **OWNER** the final **PLAN** in digital form.

**EXHIBIT B
SCHEDULED COMPLETION DATES**



**Ferber
Engineering
Company, Inc.**

PROJECT:	Southeast Connector Area Neighborhood Future Land Use Plan
CLIENT:	Rapid City Area MPO
ADDRESS:	300 Sixth Street, Rapid City SD 57701
DATE PREPARED:	January 11, 2004
ESTIMATOR:	Dan Ferber, PE/LS

TASK NO	TASK DESCRIPTION	Completion Date
100	Future Land Use Neighborhood Map Development	
110	Data Acquisition	March 9, 2004
111	Obtain and Input GIS Parcel Lines	March 9, 2004
112	Obtain and Input GIS Major Street Plan	March 9, 2004
113	Obtain and Input Topography	March 9, 2004
114	Obtain and Input Sanitary Sewer Shape Files	March 9, 2004
115	Obtain Water Data from Rapid City and Rapid Valley	March 9, 2004
115	Create GIS Shape Files including for Water	
116	Obtain Existing Zoning Information	March 9, 2004
116	Rapid City	March 9, 2004
116	Pennington County	March 9, 2004
116	Create GIS Shape Files for Zoning	
117	Obtain and Input Property Ownership Databases	March 9, 2004
117	Annotate Property Ownership Data Ont Parcel Maps	
118	Obtain and Input Digital Aerial Photographs	March 9, 2004
120	Edit and Merge Files, Create Maps in Three Scales	
130	Furnish Copies of the Base Maps to Owner for Review	April 16, 2004
131	Revise Base Maps as Directed	April 16, 2004
140	Furnish Color Copies of Base Maps to Committee	April 16, 2004
141	Furnish Clear Film Overlays to Owner	April 16, 2004
142	Furnish Colored Land Use Maps for All Iterations	April 16, 2004
143	Deliver Base Maps to Future Land Use Committee	April 16, 2004
200	Future Land Use Map Development	
210	Neighborhood Tour W/ Staff & Future Land Use Comm.	June 25, 2004
220	Meet with Staff to Discuss Future Land Use Map	April 30, 2004
221	Draft Future Land Use Map	
230	Meet with Staff and Future Land Use Committee	
230	Revise Future Land Use Map	
240	Meet with Staff and Future Land Use Committee	July 9, 2004
250	Host Neighborhood Open House	July 26, 2004
260	Individual Landowner Meetings with Staff and FLUC	8/13/04 - 10/8/04
270	Meet with Staff and Future Land Use Committee	October 22, 2004
270	Revise Future Land Use Map	
280	Host Neighborhood Open House	October 25, 2004
300	Future Land Use Plan	
310	Land Use Density Calculations	
320	Meet with Staff and Future Land Use Committee	
320	Revise Future Land Use Map	
320	Revise Future Density Calculations	
330	Prepare Draft Future Land Use Plan	November 29, 2004
340	Meet with Staff and Future Land Use Committee	December 10, 2004
340	Revisions to Draft Future Land Use Plan	December 17, 2004
350	Present Draft Future Land Use Plan to Planning Commission	January 6, 2005
360	Present Draft Plan to Public Works Committee	January 11, 2005
360	Present Draft Plan to Common Council	January 17, 2005
370	Present Draft Future Land Use Plan to MPO	January 27, 2005
380	Final Revisions to Draft Future Land Use Plan	
390	Prepare Final Land Use Plan for Southeast Connector	

EXHIBIT C
DIRECT LABOR COST, OVERHEAD, AND FIXED FEE ESTIMATE



**Ferber
Engineering
Company, Inc.**

PROJECT: Southeast Connector Area Neighborhood Future Land Use Plan
CLIENT: Rapid City Area MPO
ADDRESS: 300 Sixth Street, Rapid City SD 57701
DATE PREPARED: January 11, 2004
ESTIMATOR: Dan Ferber, PE/LS

TITLE	President	PM	PM	Proj Eng	Tech	Survey	Drafting	Clerical	Direct Cost
NAME	Dan Ferber	Dave Muck	John Van Beek	Mitch Kertzman	Chris Ford				
LICENSURE	PE/LS	PE	PE	EIT					
2004 HOURLY PAY	\$31.80	\$24.23	\$23.23	\$19.35	\$17.18	\$80.00	\$16.80	\$13.65	

TASK NO	TASK DESCRIPTION								
100	Future Land Use Neighborhood Map Development								
110	Data Acquisition	12							
111	Obtain and Input GIS Parcel Lines		5		5				
112	Obtain and Input GIS Major Street Plan		5		5				
113	Obtain and Input Topography		5		5				
114	Obtain and Input Sanitary Sewer Shape Files		5		5				
115	Obtain Water Data from Rapid City and Rapid Valley		5		10				
115	Create GIS Shape Files including for Water		24						
116	Obtain Existing Zoning Information	6							\$ 50.00
116	Rapid City				10				
116	Pennington County				5				
116	Create GIS Shape Files for Zoning		10		5				
117	Obtain and Input Property Ownership Databases		5		5				
117	Annotate Propoerty Ownership Data Ont Parcel Maps	4			12				
118	Obtain and Input Digital Aerial Photographs		8		8				
120	Edit and Merge Files, Create Maps in Three Scales	4	8		16				
130	Furnish Copies of the Base Maps to Owner for Review	2			4				
131	Revise Base Maps as Directed		4		8				
140	Furnish Color Copies of Base Maps to Committee	2	2		2				##### ###
141	Furnish Clear Film Overlays to Owner	2	2		2				##### ###
142	Furnish Colored Land Use Maps for All Iterations								##### ###
143	Deliver Base Maps to Future Land Use Committee	4	4	4	8				
200	Future Land Use Map Development								
210	Neighborhood Tour W/ Staff & Future Land Use Comm.	4	4		4		8		
220	Meet with Staff to Discuss Future Land Use Map	4	4						
221	Draft Future Land Use Map	12	20		40				
230	Meet with Staff and Future Land Use Committee	4	4						
230	Revise Future Land Use Map	4	4		8				
240	Meet with Staff and Future Land Use Committee	4	4		8				
250	Host Neighborhood Open House	4	4	4	8		8	\$	200.00
260	Individual Landowner Meetings with Staff and FLUC	60					40	\$	50.00
270	Meet with Staff and Future Land Use Committee	4	4						
270	Revise Future Land Use Map		6		10				
280	Host Neighborhood Open House	4	4	4	8		8	\$	200.00
300	Future Land Use Plan								
310	Land Use Density Calculations	12	60						
320	Meet with Staff and Future Land Use Committee	4	4						
320	Revise Future Land Use Map		4		10				
320	Revise Future Density Calculations	4	8						
330	Prepare Draft Future Land Use Plan	48	20		40		12		
340	Meet with Staff and Future Land Use Committee	4	4						
340	Revisions to Draft Future Land Use Plan		4		8				
350	Present Draft Future Land Use Plan to Planning Commission	4			8			\$	50.00
360	Present Draft Plan to Public Works Committee	4			8				
360	Present Draft Plan to Common Council	2						\$	50.00
370	Present Draft Future Land Use Plan to MPO	2			8				
380	Final Revisions to Draft Future Land Use Plan		4		8				
390	Prepare Final Land Use Plan for Southeast Connector	4	4		8		12	\$	2,500.00

Total Hours	228	262	12	299	0	0	0	88
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Ferber Engineering Direct Labor Cost	\$20,864.27
Ferber Engineering Company Overhead (159.19%)	\$33,213.83
Ferber Engineering Company Facilities Capital Cost of Money (12.59%)	\$2,626.81
Ferber Engineering Company Labor Total	\$56,704.91
Ferber Engineering Company Fixed Fee (12%)	\$6,804.59
Ferber Engineering Company Reimbursable Expense	\$3,600.00
Ferber Engineering Company Total	\$67,109.50

southeast connector Land Use Plan.xls