

**AGREEMENT
FOR PROFESSIONAL SERVICES**

**Piedmont Valley and Black Hawk (Meade County)
Neighborhood Area Future Land Use Plan**

THIS AGREEMENT made on this _____ day of July, 2010 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, 729 E. Watertown Street, Rapid City, SD 57701, hereinafter referred to as CONSULTANT. This project is the development of a Future Land Use Plan for the Piedmont Valley and Black Hawk Neighborhood Areas, all within Meade County, as defined on the attached map labeled Rapid City Area Future Land Use Plan for the Rapid City Area Metropolitan Planning Organization.

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of transportation planning services by CONSULTANT and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES TO CONSULTANT

1.1 General

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

1.2 Scope of Work

The Basic Services Scope of Work is described in detail in Exhibit A and shall include: data collection and review, field investigation, inventory and mapping, creation of centroids points, plan development and the public involvement process.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT 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 CONSULTANT 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 Article 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 CONSULTANT:

- 3.1 The Growth Management Director or their designee shall act as OWNER'S representative with respect to the services to be rendered under this Agreement. The Growth Management Director shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to CONSULTANT'S services for the Project.
- 3.2 Assist CONSULTANT by placing at CONSULTANT'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 CONSULTANT, 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 CONSULTANT.
- 3.4 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services.
- 3.5 Furnish or direct CONSULTANT 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 CONSULTANT'S period of service shall complete the scope of work stated in Exhibit A by June 30, 2011, provided a written "Notice to Proceed" is issued by August 2, 2010. The CONSULTANT'S services shall be provided in general accordance with the schedule as defined in Exhibit B.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services and Expenses of CONSULTANT

- 5.1.1 *For Basic Services.* OWNER shall pay CONSULTANT for Basic Services rendered under Section 1 as detailed in Attached Exhibit A in an amount not-to-exceed **Forty eight Thousand Five Hundred Dollars (\$48,500), including reimbursable expenses**, as detailed in attached Exhibit D "Cost Estimate".

5.1.1.1 *Direct Labor Costs and Overhead.* Direct labor costs and overhead shall be paid at a rate equal to CONSULTANT'S salary cost time the allowable overhead rate as determined by audit, in accordance with 48 CFR Part 31 as shown on attached Exhibit C "Billing Rates" for all Basic Services rendered on the Project.

5.1.1.2 The approval and acceptance of the billing rates as detailed in attached Exhibit "C" will be contingent upon CONSULTANT providing the required cost breakdowns to verify that costs are in compliance with 48 CFR Part 31 and 23 CFR Part 172.

5.1.1.3 OWNER shall pay CONSULTANT 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 48 CFR Part 31.

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

5.1.2.1 General. For additional services of CONSULTANT'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 CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT'S monthly statements.

For these services the OWNER shall make prompt monthly payments to the CONSULTANT based on monthly billings submitted by the CONSULTANT up to 90% of the maximum fee for each Task as shown on Exhibit D, "Cost Estimate". The remaining 10% shall be due upon approval of the Final Report for the Project as accepted by OWNER.

5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any payment due CONSULTANT for services and expenses within forty-five (45) days after receipt of CONSULTANT'S statement the CONSULTANT may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until CONSULTANT 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 CONSULTANT 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, CONSULTANT also will be reimbursed for the charges of independent professional associates and consultants employed by CONSULTANT to render Basic Services incurred through such phase. In the event of any such termination, CONSULTANT will be paid for unpaid Reimbursable Expenses previously incurred.
- 5.3.3 The employees of CONSULTANT, 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 CONSULTANT shall maintain an accurate cost keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of accounts, bills, invoices and other vouchers or certified copies there under if originals be lost at such reasonable time and place as may be designated by the OWNER 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 CONSULTANT.

All personnel employed by CONSULTANT 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 CONSULTANT for a period of three years from the conclusion of the study.

Upon reasonable notice, the CONSULTANT will allow OWNER auditors to audit all records of the CONSULTANT 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.* The CONSULTANT shall, with reasonable notice, afford OWNER or representative of OWNER reasonable facilities for review and inspection of the work in this Agreement. OWNER shall have access to CONSULTANT'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 CONSULTANT 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. Payment as required in 49 CFR 26.29:

The CONSULTANT shall pay subcontractors or suppliers within 15 days of receiving payment for work that is submitted for progress payment by the OWNER. If the CONSULTANT withholds payment beyond this time period, written justification by the CONSULTANT shall be submitted to the OWNER upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the OWNER may withhold future estimated payments and/or may direct the CONSULTANT to make such payment to the subcontractor or supplier. Prompt payment deviations will be subject to price adjustments.

- 5.3.8 In the event the service to the contract is terminated by the OWNER for fault on the part of the CONSULTANT, the agreement shall be null and void, and, the OWNER shall be entitled to recover payments made to the CONSULTANT on the work which is the cause of the at-fault termination. The CONSULTANT shall be paid only for work satisfactorily performed and delivered to the OWNER up to the date of termination. After audit of the CONSULTANT'S actual costs to the date of termination and after determination by the OWNER of the amount of work satisfactorily performed, the OWNER shall determine the amount to be paid the CONSULTANT.

5.4 Definitions

- 5.4.1 Reimbursable Expenses means the actual expenses incurred by CONSULTANT or CONSULTANT'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 as determined in accordance with CONSULTANT'S normal accounting practices. All costs must be accumulated and segregated in accordance with Consultant's normal business practice and FAR Part 31.

5.5 Ownership of Data

Documents and all products of this Agreement are to be the property of the OWNER. Any reuse of documents for extensions of the Project or other projects shall be at the OWNER's sole risk and liability.

5.6 Publication and Release of Information

The CONSULTANT 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 Independent Consulting and Subcontracting

While performing services hereunder, CONSULTANT is an independent contractor and not an officer, agent, or employee of the City of Rapid City.

Any employee of the CONSULTANT engaged in the performance of services required under the agreement shall not be considered an employee of the OWNER, and 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 or other persons while so engaged and any and all claims made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered herein by the CONSULTANT shall in no way be the obligation or responsibility of the OWNER.

CONSULTANT shall perform all work except specialized services. Specialized services are considered to be those items not ordinarily furnished by CONSULTANT which must be obtained for proper execution of this Agreement. Specialized services required by the study, if any, will be provided pursuant to Section 2 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 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, 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 CONSULTANT, 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 CONSULTANT agrees to comply with the requirements of Title 49, CFR Part 21 and Title VI of the Civil Rights Act of 1964. The CONSULTANT agrees to submit upon request quarterly Title VI (Civil Rights) State of Contractor reports to the State. The CONSULTANT agrees to provide services in compliance with the Americans With Disabilities Act of 1990.

5.11 Claims

To the extent authorized by law, the CONSULTANT 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 reasonable attorney fees to the extent such claims are caused by any negligent performance of professional services by the CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT shall deliver to OWNER all work product produced up to the time of termination. OWNER shall reimburse CONSULTANT for all work completed to the date of termination.

In the event the CONSULTANT breaches any of the terms or conditions hereof, this Agreement may be terminated by the OWNER at any time with ten (10) days written notice and an opportunity to cure. If termination for such a default is effected by the OWNER, any payments due to CONSULTANT at the time of termination may be adjusted to cover any additional costs to the OWNER because of CONSULTANT'S default. Upon termination the OWNER may take over the work and may award another party an agreement to complete the work under this Agreement. If after the OWNER terminates for a default by CONSULTANT it is determined that CONSULTANT was not at fault, then the CONSULTANT shall be paid for eligible services rendered and expenses incurred up 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 Circuit Court for the 7th Judicial Circuit, Rapid City, South Dakota.

6.2 Compliance Provision

The CONSULTANT shall comply with all federal, state and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CONSULTANT shall procure all licenses, permits or other rights necessary for the fulfillment of its obligation under the Agreement.

SECTION 7 – MERGER CLAUSE

This written agreement including Exhibit A Scope of Work, Exhibit B Schedule, Exhibit C Billing Rates and Exhibit D Cost Estimate constitute the entire agreement of the parties. No other promises or consideration are a part of this agreement.

SECTION 8 – COMPLIANCE WITH CLEAN AIR ACT

Consultant 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 CONSULTANT of any communication from the Director, Office of Federal Activities, EPA, indication 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

CONSULTANT 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.

SECTION 10 – INSURANCE AND REPORTING

Before the CONSULTANT begins providing service, the CONSULTANT will be required to furnish the OWNER the following certificates of insurance and assure that the insurance is in effect for the life of the contract:

- A. Commercial General Liability Insurance: CONSULTANT shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: CONSULTANT agrees to procure and maintain professional liability insurance or miscellaneous professional liability Insurance with a limit not less than \$1,000,000.00.

The insurance provided for general liability and errors and omissions shall be adequate for the liability presented, and shall be written by an admitted carrier in the State of South Dakota.

- C. Business Automobile Liability Insurance: CONSULTANT shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
- D. Worker's Compensation Insurance: CONSULTANT shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the CONSULTANT shall furnish the OWNER with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the OWNER. The CONSULTANT shall furnish copies of insurance policies if requested by the OWNER.

SECTION 11 - REPORTING

CONSULTANT agrees to report to the OWNER any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject CONSULTANT, or the OWNER or its officers, agents or employees to liability. CONSULTANT shall report any such event to the OWNER immediately upon discovery.

CONSULTANT'S obligation under this section shall only be to report the occurrence of any event to the OWNER and to make any other report provided for by their duties or applicable law. CONSULTANT'S obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the OWNER under this section shall not excuse or satisfy any obligation of CONSULTANT to report any event to law enforcement or other entities under the requirements of any applicable law.

SECTION 12 – DISCLOSURE TO REPORT LOBBYING

CONTRACTOR certifies, to the best of CONTRACTOR'S knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on CONTRACTOR'S behalf, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 13 - SEVERABILITY PROVISION

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

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:


CONSULTANT:

BY: _____
Alan Hanks, Mayor Date

BY _____ Date
Dan Ferber, President
Ferber Engineering Company, Inc.
729 E. Watertown Street
Rapid City, SD 57701

BY: _____
Finance Officer

APPROVED AS TO FORM

 7/8/10
Mike Schad DATE
Assistant City Attorney

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this ____ day of _____, 2010, before me, a Notary Public, personally appeared Alan Hanks, 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 _____, 2010, before me, a Notary Public, personally appeared Dan Ferber, known to me to be a Principal of Ferber Engineering Company, Inc., 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
Growth Management Department
300 Sixth Street
Rapid City, South Dakota 57701

Address for Giving Notices:

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

Piedmont Valley / Black Hawk Neighborhood Area Future Land Use Plans

PROJECT APPROACH AND WORK PLAN

We have developed a preliminary work plan that places emphasis on a logical sequence of project elements. Beginning with project organization and concluding with delivery of the final Neighborhood Land Use Plans, our work plan is based on previous experience from working on the Airport, Southeast Connector, Sheridan Lake Road and Ellsworth Neighborhood Future Land Use Plans and is designed to include all required elements as outlined in your Request for Proposals.

Project Kickoff

Immediately after receiving notice to proceed, we will meet with Metropolitan Planning Organization representatives to refine project goals, review the project schedule, discuss project coordination and establish interim deadlines. This meeting will create accountability between Ferber Engineering Company, Inc. and the Metropolitan Planning Organization.

Task 1. Future Land Use Base Map Development

This phase of the Project involves the collection, review, preparation and combination of project related data. We propose to incorporate all of the digital information acquired into geodatabase format to improve efficiency, accuracy and data organization.

By utilizing a geodatabase, functions such as domains and subtypes can be utilized to improve the integrity of the data and can be standardized throughout all Neighborhood Areas in the MPO. (Domains and subtypes are dropdown menus that can be created in an attribute table to control what data is entered. This eliminates misspellings and inconsistencies which greatly improve the integrity of the data and the results produced from the data). It will also make transferring data between Ferber Engineering Company, Inc. and the MPO much easier. This method of data storage / manipulation was used in the Southeast Connector, Sheridan Lake Road, Ellsworth, Deadwood Avenue and West Rapid Future Land Use Plans. MPO Staff have indicated a desire to continue using this methodology.

After all necessary base data is gathered and is residing in a geodatabase, base maps suitable for the development of the Future Land Use Plan will be developed. These base maps will include:

- Base map including parcel lines and major streets with labels
- Base map plus existing neighborhood zoning
- Base map plus property ownership labels for parcels over 40 acres
- Base map plus topography
- Base map plus water and sewer lines
- Base map plus future land use designations printed on white bond paper

Each of these 34"x44" maps will be plotted on clear film to be used as overlays during draft map development. Upon completion of the base map development, copies will be provided to the MPO for review. Following MPO review, any requested changes will be made and copies will be provided for further development of the future land use map.



Task 2. Future Land Use Map Development

The future land use map and GIS layer will be developed from initial future land use maps prepared by MPO staff. New maps and data modification will be made for each meeting held during draft future land use map development. Additionally, maps and data will be revised based on public review and comment returned to us by the MPO.

Task 3. Future Land Use Plan Development

While the Future Land Use map is under development by MPO staff, we propose to develop the data necessary to complete the density calculations contained in the Future Land Use Plan. This includes going through existing property information to determine platted / unplatted status and identifying some preliminary uses from aerial photography. This data will then be taken out into the field and a full existing use survey will be completed. As mentioned prior, we are proposing to use the same methodology that was used in the development of previous neighborhood future land use plans. This methodology allows spatial data in the GIS to contain all of the information that was previously housed and calculated using Microsoft Excel spreadsheets. By utilizing GIS, land use designation changes on the map no longer require extensive data manipulation and calculation in a spreadsheet. The updates can be made in the GIS and recalculated instantaneously.

The methodology used is relatively simple, and only three GIS layers are necessary to complete all of the density calculations: parcel boundaries, parcel centroid points and Future Land Use designations. To simplify the process even more, all data necessary to complete density calculations resides in one layer: parcel centroid points. This is illustrated in Figure 3-1 below.

PIN	LandType	UseType	UseSubType	FLU_DES	ParcelAcCalc	SqFootage	SF_DU	MF_DU	GH_DU	MH_DU	Comments
3623151001	Unplatted Occupied	<Null>	Single Family	LDR	119.022451	0	1	<Null>	<Null>	<Null>	<Null>
3623301001	Unplatted Occupied	<Null>	Single Family	LDR	39.612384	0	1	<Null>	<Null>	<Null>	<Null>
3623351001	Unplatted Occupied	<Null>	Single Family	LDR	44.979766	0	1	<Null>	<Null>	<Null>	<Null>
3623351002	Platted Occupied	Residential	Single Family	LDR	4.939048	0	1	<Null>	<Null>	<Null>	<Null>
3623376001	Platted Occupied	Residential	Single Family	LDR	1.960692	0	1	<Null>	<Null>	<Null>	2 1 Primary 2 MH
3623376002	Platted Occupied	Residential	Single Family	LDR	5.774627	0	1	<Null>	<Null>	<Null>	<Null>
3623376003	Platted Occupied	Residential	Mobile Home	LDR	1.213071	0	<Null>	<Null>	<Null>	1	<Null>
3623376004	Platted Occupied	Residential	Single Family	LDR	1.299771	0	1	<Null>	<Null>	<Null>	<Null>
3623377002	Platted Occupied	Residential	Single Family	LDR	1.037234	0	1	<Null>	<Null>	<Null>	<Null>
3623377004	Platted Occupied	Residential	Single Family	LDR	8.083423	0	1	<Null>	<Null>	<Null>	2
3623377005	Platted Occupied	Residential	Single Family	LDR	6.644966	0	1	<Null>	<Null>	<Null>	<Null>
3623451001	Platted Vacant	<Null>	<Null>	LDR	1.052057	0	<Null>	<Null>	<Null>	<Null>	<Null>
3623451002	Platted Vacant	<Null>	<Null>	LDR	1.084819	0	<Null>	<Null>	<Null>	<Null>	<Null>
3623452001	Platted Occupied	Residential	Single Family	LDR	4.04299	0	1	<Null>	<Null>	<Null>	1
3623452002	Platted Vacant	<Null>	<Null>	LDR	1.417868	0	<Null>	<Null>	<Null>	<Null>	<Null>
3623453001	Platted Occupied	Residential	Single Family	LDR	3.237207	0	1	<Null>	<Null>	<Null>	<Null>
3623453002	Platted Occupied	Residential	Single Family	LDR	2.76021	0	<Null>	<Null>	<Null>	1	<Null>
3623453003	Platted Occupied	Residential	Single Family	LDR	1.950734	0	1	<Null>	<Null>	<Null>	<Null>
3623453011	Platted Occupied	Residential	Mobile Home	LDR	0.897415	0	<Null>	<Null>	<Null>	1	<Null>
3623456004	Platted Occupied	Residential	Single Family	LDR	0.92373	0	1	<Null>	<Null>	<Null>	<Null>
3623456005	Platted Occupied	Residential	Mobile Home	LDR	0.907167	0	<Null>	<Null>	<Null>	1	<Null>
3623456006	Platted Occupied	Residential	Mobile Home	LDR	0.909276	0	<Null>	<Null>	<Null>	1	<Null>
3623476003	Platted Occupied	Residential	Single Family	LDR	1.188214	0	1	<Null>	<Null>	<Null>	<Null>
3624100006	Platted Occupied	Residential	Single Family	LDR	3.076884	0	1	<Null>	<Null>	<Null>	<Null>
3624100007	Unplatted Vacant	<Null>	<Null>	LDR	55.215	0	<Null>	<Null>	<Null>	<Null>	<Null>
3624300002	Unplatted Occupied	<Null>	Single Family	LDR	76.978232	0	1	<Null>	<Null>	<Null>	<Null>
3624300003	Platted Occupied	Residential	Single Family	LDR	3.011707	0	1	<Null>	<Null>	<Null>	<Null>
3624300004	Unplatted Occupied	<Null>	Single Family	LDR	73.592436	0	1	<Null>	<Null>	<Null>	<Null>
3624401001	Unplatted Occupied	<Null>	Single Family	LDR	3.128505	0	1	<Null>	<Null>	<Null>	1 1 Primary 1 Ranch Hand (MH)

Figure 3-1. Attribute table associated with parcel centroid layer.

Parcel centroid points can be generated automatically using ArcGIS software. The PIN and FLU_DES fields shown in Figure 3-1 are populated by using the spatial capabilities that reside in

ArcGIS software. Once this task is completed, the only layer needed to perform all density calculations is the parcel centroid layer.

Anytime changes are made to the underlying land use, the parcel centroid layer can either be changed manually for simple changes or automatically for larger revisions by running spatial analysis to update the fields.

Portions of the Future Land Use Plan document can be completed while the Future Land Use Map is being developed and density calculations are being performed. Being able to work on multiple parts of the project simultaneously will allow the project to move forward more quickly.

Task 4. Public Meeting Assistance

We have provided time for our staff to assist the MPO with public and planning meetings as shown in the task/manhour estimate provided in the following pages.

Schedule

Public involvement in Future Land Use Plan development is critical. Public participation helps the process by allowing large and even smaller property owners to bring forward potential development plans they may have for their property. By giving the Public ample time to provide input develops a sense of empowerment to them, makes the plan more realistic and ultimately provides for a stronger, more acceptable plan. The schedule will be largely dependent on these interactions and may need to be adjusted to accommodate for greater than expected Public response / participation during the development of the plan.

Budget

A proposed listing of tasks and the manhours necessary to complete each task is included in the following pages.

[illegible]

Exhibit C

Billing Rates

Ferber Engineering Company, Inc.

Staff	Position	Direct Salary Rate (\$/hr)	Overhead plus Facilities Cost (106.46%)	Salary plus Overhead (incl 12% profit)
Dan Ferber	President	\$ 41.48	\$ 44.16	\$ 49.46
David Muck	Principal-in-Charge	\$ 38.62	\$ 41.11	\$ 46.05
Linda Foster	GIS Analyst, Project Manager	\$ 25.00	\$ 26.62	\$ 29.81
Kevin Lowe	Design Assistant	\$ 22.00	\$ 23.42	\$ 26.23
Debby Heisinger	Clerical	\$ 20.12	\$ 21.42	\$ 23.99



**Ferber
Engineering
Company, Inc.**

PROJECT: Future Land Use Plan - Piedmont / Black Hawk
CLIENT: Rapid City MPO
LOCATION: Rapid City, SD
ADDRESS: 300 Sixth Street, Rapid City, SD
DATE PREPARED: June 15, 2010

TITLE NAME LICENSURE	President Dan Ferber PE/LS \$41.48	PM Dave Muck PE/LS \$38.62	GIS Analyst Linda Foster GISP \$25.00	Design Asst. Kevin Lowe E.I. \$22.00	Clerical Heisinger \$20.12	Direct Cost
Future Land Use Base Map Development		10				
Obtain GIS Base Data From the MPO			30			
Develop Geodatabase to House & Manipulate Data			20			
Create Six (6) Specified Base Maps			30			\$ 125.00
Make any Modifications Desired by MPO to Base Maps			30			\$ 125.00
Future Land Use Map Development		10				\$ 200.00
Develop Future Land Use Layer from MPO Drafts			40			
Make Revisions to Land Use as Needed			50			
Develop Layer and Form for Existing Use Inventory			10			
Perform Office Entry for Existing Use Inventory				50	50	
Perform Field Collection of Existing Use Inventory				100		\$ 600.00
Obtain DOE Data and Link into geodatabase (NR SQ, etc.)			50			
Reduction of Field Data - QA/QC			20			
Data Preparation for Density Calculations			20			
Future Land Use Plan	10	10				
Density Calculations			50			
Writing of Future Land Use Plan			50			
Production of Preliminary Draft Plan					10	\$ 100.00
Revisions to Draft Plan			30			
Production of Final Plan			10		10	\$ 1,000.00
Meeting Support						\$ 350.00
3 Public Meetings - Portion to be Zoned		6	12			
3 Public Meetings - Remaining Portion		6	12			
2 Planning Commission Meetings		6	8			
2 County Commission Meetings		6	8			
4 Future Land Use Development Meetings		6	16			
Total Hours	10	60	496	150	70	
Estimated Cost Subtotal	\$414.80	\$2,317.20	\$12,400.00	\$3,300.00	\$1,408.40	\$2,500.00

FEC Direct Labor	\$19,840.40
FEC G&A Overhead (103.58%)	\$20,550.69
FEC Facilities Capital Cost of Money (2.88%)	\$571.40
FEC Total Labor Cost	\$40,962.49
FEC Fixed Fee (12%)	\$4,915.50
FEC Reimbursable Expense	\$2,500.00
FEC TOTAL	\$48,377.99

Rapid City Area Future Land Use Plan for the Rapid City Area Metropolitan Planning Organization

