

REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT PW092507-13 OR AMENDMENT

Date:

Project Name & Number: Eglin Street Extension ST05-1470

CIP #: 50560

Project Description: Eglin St extension from North Dr to SDDOT entrance

Consultant: Ferber Engineering Co inc.

Original Contract Amount: \$75,117.00

Original Contract Date: 9-20-07

Original Completion Date: 4-15-08

Contract Amount:

Contract Date:

Completion Date:

Amendment Number:

Amendment Description:

Current Contract Amount: _____

Current Completion Date: _____

Change Requested: _____


New Contract Amount: _____ \$0.00

New Completion Date: _____

Funding Source This Request:

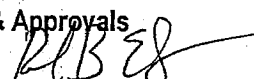
Amount	Dept.	Line Item	Fund	Comments
75,117.00	8913	4223	0505	City to be reimbursed by SDDOT
\$0.00	Total			
75,117.00				

Agreement Review & Approvals


Project Manager

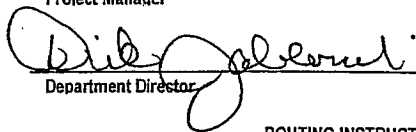
Date

9-20-07


Division Manager

Date

9-20-07


Department Director

Date

9/20/07

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 _____ day of _____, 2007, 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 **EGLIN STREET EXTENSION – Project ST05-1470, CIP#50560** 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

This **PROJECT** is the construction of Eglin Street from East North Street to approximately the SDDOT access driveway as described in the Eglin Street Corridor Study. The **PROJECT** will also include the reconstruction of a portion of the existing Eglin Street between the Dakota Minnesota and Eastern Railroad Tracks to intersect with the Eglin Street Extension.

The total project budget is \$838,150.00 including engineering design, construction observation and administration. Funding for the project is from the SDDOT STP Funds.

Construction is anticipated to be completed in 2008.

CONSULTANT will provide topographic and legal survey on the adjacent property and will prepare Exhibits for **ROW** and easement acquisition. **CONSULTANT** will meet with adjacent landowners to assist **OWNER** in negotiating **ROW** and easement acquisition, and will attend South Dakota Board of Transportation Meeting if necessary to explain Right-of-Way requirements. **CONSULTANT** will complete Preliminary Design Services and Final Design Services for the **OWNER**. **CONSULTANT** will assist **OWNER** in bidding the **PROJECT**. **CONSULTANT** may also provide Construction Related Services, including, construction administration and construction observation.

CONSULTANT will subcontract with Interstate Engineering, Inc to provide traffic engineering services in conjunction with the **PROJECT**. **CONSULTANT** will subcontract with West Plains Engineering, Inc to provide electrical engineering services in the design of street lighting and signalization plans for **PROJECT**.

EGLIN STREET EXTENSION PROJECT
City Project No. ST05-1470/ CIP No. 50560

DESIGN CRITERIA

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

- *City of Rapid City Standard Specifications, 2007 Edition*
- *City of Rapid City Design Policy Standards*
- *City of Rapid City Drafting Standards*
- *South Dakota Department of Transportation Standards*
- *MUTCD*
- *AASHTO Policy on Geometric Design of Highways and Streets*

ARTICLE I SCOPE OF SERVICES

1 DESIGN DATA ACQUISITION

- 1.1 **CONSULTANT** will obtain and distribute copies of existing street and utility plans for Eglin Street and East North Street within the limits of the **PROJECT** as planned.
- 1.2 **CONSULTANT** will complete courthouse research to identify property ownership, obtain recorded plats and easements and other information as necessary that is within the **PROJECT** area.
- 1.3 **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, Prairie Wave, and West River Electric. **CONSULTANT** will have utilities mark their existing infrastructure in the field.
- 1.4 **CONSULTANT** will work with Qwest Communications, Golden West Communications, Black Hills Power and Light, Montana Dakota Utilities, Midcontinent Communications, Prairie Wave, and West River Electric to coordinate expansion or relocation of their lines.
 - 1.4.1 The utility companies will be invited to a pre-design meeting to notify them of the scope of the project, and request utility locates. After **CONSULTANT** identifies the preliminary improvements, they will be notified of any apparent utility conflicts.
 - 1.4.2 **CONSULTANT** will consider the location of the existing public and private utilities located within and adjacent to the different rights-of-way.
 - 1.4.3 **CONSULTANT** will work with the utilities and the City to determine the scope of any improvements. This utility coordination will continue through the final design phase to include checking for utility conflicts.

EGLIN STREET EXTENSION PROJECT
City Project No. ST05-1470/ CIP No. 50560

- 1.5 **CONSULTANT** will conduct topographic surveys of Eglin Street, and East North Street. The topographic survey will be completed using Rapid City Control, with ties to SDDOT control at I-90 Exit 60.
- 1.6 **CONSULTANT** will conduct legal survey on properties adjacent to Eglin Street, and East North Street. The legal survey will include establishing ties to lot corners, section corners and existing right-of-way monuments.
- 1.6.1 **CONSULTANT** will prepare legal descriptions, Highway Plats, and Easement Exhibits for right-of-way and easement acquisition.

2 **PRELIMINARY DESIGN PHASE**

2.1 **Traffic Engineering**

CONSULTANT will subcontract with Interstate Engineering, Inc. (IE) to prepare a **Traffic Design Report** for the Eglin Street **PROJECT**.

- 2.1.1 **IE** will utilize available traffic count data, transportation planning documents, and land use planning documents to develop design hour traffic volumes for use with design and analysis efforts. **IE** will initiate contact with the **OWNER** to discover and collect available data and/or documents relevant to development of traffic projections.
- 2.1.2 **IE** will utilize existing traffic data and traffic projections developed as part of this project to conduct a signal warrant assessment for the intersection of Eglin Street with North Creek Drive. The assessment will be developed to determine if traffic signal warrants are likely to be met for both opening day and future (20-year) conditions.
- 2.1.3 **IE** will perform an operational assessment to determine recommended geometry for the Eglin Street intersections with East North Street, North Creek Drive, and for the SDDOT access (if off-set from North Creek Drive). The assessment will be performed to develop recommendations related to the need for, and length of any auxiliary lanes associated with the intersections.
- 2.1.4 **IE** will develop recommendations for adjacent property access to Eglin Street and North Creek Drive within the project limits. The recommendations will consider both configurations of the Eglin Street / North Creek Drive intersection (four-legged and split with SDDOT). Recommendations will include locations for access points as well as any special geometry necessary to accommodate accesses (auxiliary lanes, design vehicle movements, etc.).
- 2.1.5 **IE** will review construction plans and design reports (by others) for Eglin Street west of East North Street. The review will be conducted to assist with development of intersection geometry to the east of East North Street that will be compatible with both opening day and future configurations proposed for Eglin

EGLIN STREET EXTENSION PROJECT
City Project No. ST05-1470/ CIP No. 50560

Street west of East North Street. Our recommendations for designs of Eglin Street east of East North Street will consider the findings of this critical review.

2.1.6 **IE** will travel to Rapid City once for a meeting with **CONSULTANT** and **OWNER** during the course of this project.

2.2 **CONSULTANT** will submit the Traffic Design Report with the Preliminary Design Report. The Traffic Design Report will document development of traffic projections utilized for design, and will document and provide supporting information for design of all intersections and traffic control devices within the **PROJECT**.

2.3 Water and Sanitary Sewer Plan

2.3.1 **CONSULTANT** will meet with staff from City Engineering Division and Operations Division to review previous plans and to discuss project requirements.

2.3.2 **CONSULTANT** will provide **OWNER** with recommendations concerning relocation of any proposed Water or Sewer lines to conform with **CONSULTANT** street and drainage plans.

2.4 Storm Drainage Plan

2.4.1 **CONSULTANT** will prepare a drainage analysis of Eglin Street and North Creek Drive identifying tributary runoff areas, evaluating street flows, and determining inlet size and location for Eglin Street.

2.4.2 **CONSULTANT** will prepare preliminary plans and profiles for a storm sewer system in Eglin Street as well as any major drainage crossings. The Preliminary plans will include size, location and slope for the storm sewer improvements and the location and extent of improvement to the outlet channels.

2.5 Street Plans

2.5.1 **CONSULTANT** will create preliminary plan and profile for Eglin Street from East North Street east approximately 2000 ft.

2.5.2 **CONSULTANT** will create preliminary plan and profile for North Creek Drive from approximately 500 feet south of Eglin Street to the Eglin Street intersection.

2.5.3 Working with our sub-consultant, Interstate Engineering, Inc, **CONSULTANT** will evaluate the proposed alternative alignments for the Eglin Street / North Creek Drive intersection for right-of-way requirements, utility service, construction costs, drainage impacts, and access.

2.5.3.1 **CONSULTANT** will identify any adverse impacts from the alignments.

2.5.3.2 **CONSULTANT** will meet with representatives of SDDOT and affected private landowners to discuss proposed changes to Eglin Street alignment and access impacts of alternative alignments.

EGLIN STREET EXTENSION PROJECT
City Project No. ST05-1470/ CIP No. 50560

- 2.5.3.3 **CONSULTANT** will make recommendations based upon this evaluation, and forward a preferred alignment to **OWNER**.
- 2.5.4 **CONSULTANT** will incorporate alignment and geometry recommendations from Interstate Engineering into a preliminary horizontal and vertical design of the intersections of Eglin Street and East North Street, and Eglin Street and North Creek Drive. **CONSULTANT** will also incorporate alignment and geometry recommendations from Interstate Engineering regarding access intersections.
- 2.5.5 **CONSULTANT** will determine the extent of improvements that need to be made to Eglin Street west of East North Street, and East North Street north or south of Eglin Street.
- 2.5.6 **CONSULTANT** will work with **OWNER** to identify and evaluate preliminary grading and pavement sections for Eglin Street, as well as transition areas for North Creek Drive.
- 2.5.7 **CONSULTANT** will prepare a preliminary horizontal and vertical design of Eglin Street from East North Street east. The preliminary design will include: Typical grading and paving sections; centerline horizontal and vertical alignment information; storm drainage improvements; auxiliary lane layout; signing and striping; and signalization.
- 2.5.8 **CONSULTANT** will present right-of-way and easement information in graphic as well as tabular format.
- 2.5.9 Using recent bid-tabulations, **CONSULTANT** will prepare estimates of probable construction cost for pavement structures.
- 2.6 Street Lighting and Signalization**
- 2.6.1 **CONSULTANT** will subcontract with West Plains Engineering, Inc (WPE) to provide electrical engineering design of the street lighting of Eglin Street, and signalization of the east leg of the intersection of Eglin Street and East North Street. Preliminary plans will include:
- 2.6.1.1 Layout and spacing of streetlights.
- 2.6.1.2 Conduit location and type.
- 2.6.1.3 Preliminary cost estimate for construction of street lighting.
- 2.7 Preliminary Design Report**
- 2.7.1 **CONSULTANT** will prepare a Preliminary Design Report that will include:
- 2.7.1.1 11"x 17" street plans and profile at a scale of 1"=40' for Eglin Street. Street plan and profile will include storm sewer.
- 2.7.1.2 Preliminary Electrical Plans including street lighting and signalization.

EGLIN STREET EXTENSION PROJECT
City Project No. ST05-1470/ CIP No. 50560

- 2.7.1.3 Layout plans showing land ownership, easement and right-of-way acquisition for streets, utilities, and storm drainage facilities.
- 2.7.1.4 The Preliminary Design Report will include the Preliminary Drainage Analysis as defined in Section 2.3.
- 2.7.1.5 The Preliminary Design Report will include a summary of the analysis and recommendations for the design of the streets and intersections.
- 2.7.1.6 The Preliminary Design Report will include preliminary engineer's estimates of probable construction costs for all recommended improvements to the streets, water, sanitary sewer and storm drainage facilities.
- 2.7.2 **CONSULTANT** will submit 3 copies of the preliminary design report to the **OWNER** for review.

3 FINAL DESIGN PHASE

3.1 Water and Sanitary Sewer

- 3.1.1 **CONSULTANT** will prepare construction details for any revisions to the water and sewer construction plans prepared by others as recommended by **CONSULTANT** and accepted by **OWNER**.

3.2 Streets

- 3.2.1 **CONSULTANT** will make any revisions to the plan and profile sheets identified during **OWNER** review or landowner negotiations.
- 3.2.2 **CONSULTANT** will prepare curb and gutter layout sheets at a scale of 1"=40'.
- 3.2.3 **CONSULTANT** will prepare pavement jointing plans for mainline paving and intersecting streets at a scale of 1"=40'.
- 3.2.4 **CONSULTANT** will check conflicts between storm sewer and utilities and make revisions to storm sewer plans.
- 3.2.5 **CONSULTANT** will add construction details and construction notes.
- 3.2.6 **CONSULTANT** will create general notes, typical sections and summary sheets.
- 3.2.7 **CONSULTANT** will create intersection layout sheets.
- 3.2.8 **CONSULTANT** will create pavement marking and signage sheets.
- 3.2.9 **CONSULTANT** will create survey data sheets.
- 3.2.10 **CONSULTANT** will create final cross section sheets.

3.3 Electrical Plans

- 3.3.1 **CONSULTANT** will make any revisions identified during **OWNER** review.
- 3.3.2 **CONSULTANT** will check conflicts between electrical conduits and other utilities.

EGLIN STREET EXTENSION PROJECT
City Project No. ST05-1470/ CIP No. 50560

3.3.3 **CONSULTANT** will add construction details and construction notes.

3.4 Construction Traffic Control Plans

3.4.1 **CONSULTANT** will review sequence of construction operations.

3.4.2 **CONSULTANT** will prepare conceptual Construction Traffic Control Plans.

4 CONSTRUCTION DOCUMENTS

4.1 **CONSULTANT** will produce Final Construction Plans on 11"x 17" paper drawings at a horizontal scale of 1"= 40' and vertical scale of 1" = 10' to Current City of Rapid City Drafting Standards.

4.2 **CONSULTANT** will create a cover sheet showing location and extent of the **PROJECT**.

4.3 **CONSULTANT** will prepare general notes, quantity summary, plan and profile sheets.

4.4 **CONSULTANT** will prepare survey data sheets.

4.4.1 Survey information will be provided including Station and Offset for all items requiring field staking. Survey control and vertical benchmark information will also be provided in the Plans.

4.5 **CONSULTANT** will provide project layout plan including lot lines and addresses of all properties adjacent to the **PROJECT**.

4.6 **CONSULTANT** will prepare construction details and construction notes.

4.7 Contract Documents

4.7.1 **CONSULTANT** will prepare and submit Contract Documents.

4.7.2 **CONSULTANT** will prepare a final estimate of probable construction cost.

4.7.3 **CONSULTANT** will prepare final bidder's proposal.

5 BIDDING PHASE SERVICES

5.1. **CONSULTANT** will print and distribute **CONSTRUCTION PLANS** and **CONTRACT DOCUMENTS**, and will maintain a list of **BIDDERS** holding copies of the **CONTRACT DOCUMENTS**.

5.2. **CONSULTANT** will conduct pre-bid conference, make presentation, and answer bidder questions.

5.3. **CONSULTANT** will issue Addenda as required.

5.4. **CONSULTANT** will attend the bid opening (to be held at the City Finance Office).

EGLIN STREET EXTENSION PROJECT
City Project No. ST05-1470/ CIP No. 50560

- 5.5. **CONSULTANT** will attend Public Works Committee and Council Meetings as required.
- 5.6. **CONSULTANT** will prepare the Bid Tab in City of Rapid City Microsoft Excel project book format and submit this and a printed hard copy to Engineering Services within one (1) working day of the bid opening.
- 5.6.1 **CONSULTANT** will forward a copy of the final bid tab to all bidders and Project Manager.
- 5.1 **CONSULTANT** will present award recommendation to Project Manager.

6 CONSTRUCTION PHASE SERVICES

The construction of the **PROJECT** is anticipated to begin Spring 2008. **OWNER** has not engaged **CONSULTANT** to perform Construction Related Services for the **PROJECT**. If **OWNER** wishes to engage **CONSULTANT** to perform Construction Related Services, the schedule and fees for Construction Related Services will be negotiated at that time.

7 MEETINGS

7.1 **CONSULTANT** shall attend and participate in meetings as listed:

- Project Kickoff Meeting
- Preliminary Design Open House
- Preliminary Design Report and 35% Plans Review Meeting
- Landowner Meetings
- 65% Plans and Specifications Review Meeting
- Final Design Open House
- 95% Plans and Specifications Review Meeting
- Prebid Conference
- Bid Opening
- Committee and Council meetings as required.

8 SUBMITTALS

- 8.1 **CONSULTANT** will provide three (3) copies of the Preliminary Design report and 35% Review Plans
- 8.2 **CONSULTANT** will provide three (3) copies of the 65% complete plans and specifications to the City of Rapid City's project manager for review.
- 8.3 **CONSULTANT** will provide three (3) copies of the 95% complete plans, specifications and opinion of probable cost to the City of Rapid City's project manager for review.
- 8.4 **CONSULTANT** will provide 100% complete plans and specifications for a unit price construction contract.

EGLIN STREET EXTENSION PROJECT
City Project No. ST05-1470/ CIP No. 50560

- 8.5 **CONSULTANT** will request design exceptions for any variations to the City Standard Specifications and Standard Details. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.
- 8.6 **CONSULTANT** will provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary.
- 8.7 **CONSULTANT** will prepare any permits required with exhibits.
- 8.8 **CONSULTANT** will prepare final opinion of probable construction cost for the project.
- 8.9 **CONSULTANT** will deliver the following:
- Construction plans on 11"X17" and on CD compatible with AutoCAD Release 2006 format.
 - All topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy print-out.
 - Complete supplemental (detailed) specifications on CD in Microsoft Word XP or previous versions.
 - A unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City "Engineer's Estimate" form.
- 8.10 All submittals (drawings and specifications) believed by the Engineer of Record to be 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.
- 4.15. **CONSULTANT** will work with **OWNER** to prepare **CONTRACT DOCUMENTS** based upon the City of Rapid City Standard Specifications for Public Works Construction.
- 4.16. **CONSULTANT** will prepare a final estimate of probable construction cost.
- 4.17. **CONSULTANT** will prepare final bidder's proposal.

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:

EGLIN STREET EXTENSION PROJECT
City Project No. ST05-1470/ CIP No. 50560

- 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 Files of Topographic Base Maps and Digital Terrain Models for the **PROJECT** area.

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 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 Plans and Bidding Documents, including extra work and required extensions thereto.

- 3.1 The **CONSULTANT** will begin work upon receipt of a signed Notice to Proceed.
- 3.2 Preliminary Design Report and 35% Construction Plans will be submitted to the **OWNER** within 60 Calendar Days after Notice to Proceed.
- 3.3 **CONSULTANT** will complete successive design phases after review comments are provided to Ferber Engineering Company, Inc., by the City Engineering Division.
 - 3.3.1 65% Plans, Specifications and Engineers Estimate of Probable Construction Cost will be submitted 40 calendar days following receipt of review comments.
 - 3.3.2 95% Plans and Specifications will be submitted 30 calendar days following receipt of 65% review comments.
 - 3.3.3 Final plans and specifications will be completed 20 calendar days following receipt of review comments unless **PROJECT** scope changes.
- 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 IV 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 1-5, is **\$76,797.00**
- 4.5 The maximum estimated fee for Article I, Item 6 will be negotiated if it is determined that the **CONSULTANT** will be engaged to perform these Construction Related Services.
- 4.6 The **CONSULTANT** will not exceed the amounts in paragraphs 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 VI 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, **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**.

**EGLIN STREET EXTENSION PROJECT
City Project No. ST05-1470/ CIP No. 50560**

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 January 25, 2006 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. Past due balances will be subject to a service charge at a rate of 1.5% per month. 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, including service charges for past due invoices.
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

January 25, 2006

Page 1

EGLIN STREET EXTENSION PROJECT
City Project No. ST05-1470/ CIP No. 50560

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).

**EXHIBIT A****2007 SCHEDULE OF CHARGES**

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal-In-Charge	\$100.00
Registered Land Surveyor	\$90.00
Registered Professional Engineer	\$90.00
Graduate Engineer III	\$60.00
Graduate Engineer II	\$55.00
Graduate Engineer I	\$50.00
Senior Technician	\$55.00
Technician	\$40.00
Survey Crew 2-Man	\$85.00
Drafter	\$55.00
Clerical	\$45.00
Mileage	\$.485

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

GPS SURVEY

Full Day	\$400.00 + Tech*
Half Day	\$250.00 + Tech*

*Tech includes hourly rate of employee plus expenses.



PROJECT: ERLIN STREET CONNECTION - EAST 16TH STREET TO SDOOT
 CLIENT: City of Rapid City
 LOCATION: Northeast Rapid City, north of Interstate 90
 ADDRESS: 100 Sixth Street - Rapid City, SD 57701
 DATE PREPARED: 11/15/07
 ESTIMATOR: PAUL FOSTER PEBELS

PROJECT: ERLIN STREET CONNECTION - EAST 16TH STREET TO SDOOT
 CLIENT: City of Rapid City
 LOCATION: Northeast Rapid City, north of Interstate 90
 ADDRESS: 100 Sixth Street - Rapid City, SD 57701
 DATE PREPARED: 11/15/07
 ESTIMATOR: PAUL FOSTER PEBELS

TITLE	PM	President	PM	PM	GIS Analyst	ET	Sr. Tech	Survey	Drafting	Chemical	WPE Principal	WPE Sr. Engineer	WPE Drafter	IE Sr. Engineer	IE Pjt. Engineer	IE Drafting	IE Chemical	Direct Cost
2007 Billing Rates		\$100.00																
Survey Data Sheet	2																	
Intersections Layout Sheets	4																	
Utility and Sanitary Layout Sheets	4																	
Powerplant, Utility and Sanitary Sheets	4																	
Storm Drainage	4																	
Electrical Plans	4																	
Plan Revisions	1																	
Check Conflicts	2																	
Design and Layout - Lighting	4																	
Design and Layout - Signalization	4																	
Storm Drainage	4																	
Watermain, Sewerlines & 404 Permit Preparation	4																	
Plan and Profile Revisions	2																	
Details and Construction Plan Notes	4																	
Erosion Control and Sedimentation Plans	4																	
Construction Traffic Control Plans	2																	
Sequence of Operations	4																	
Proposed Detailed Construction Traffic Control Plan	5																	
Contract Documents	4																	
Design Technical Specifications	4																	
Standard Form and Documents	4																	
Final Engineers Estimate of Probable Cost	4																	
Bidders Proposal	6																	
Prepare Construction Estimate Exhibits	4																	
Prepare Highway Plans	4																	
QA/QC Review	12																	
Meetings and Submittals	2																	
60% Plans Review Meeting	2																	
85% Plans Review Meeting	2																	
100% Plans Submittal	2																	
Bidding Services	2																	
Pre Bid Conference	2																	
Bidder Questions - Issue Addenda	4																	
Issue Plans / Maintain Planholders List	4																	
Bid Opening	1																	
Prepare and distribute Bid Tabulation	2																	
Prepare and distribute Contract Documents	2																	
Total Hours	94																	
Estimated Cost Subtotal	\$5,400.00																	

Total Estimated Cost \$76,797.00

TITLE	PM	President	PM	PM	GIS Analyst	ET	Sr. Tech	Survey	Drafting	Chemical	WPE Principal	WPE Sr. Engineer	WPE Drafter	IE Sr. Engineer	IE Pjt. Engineer	IE Drafting	IE Chemical	Direct Cost
2007 Billing Rates		\$100.00																
Survey Data Sheet	2																	
Intersections Layout Sheets	4																	
Utility and Sanitary Layout Sheets	4																	
Powerplant, Utility and Sanitary Sheets	4																	
Storm Drainage	4																	
Electrical Plans	4																	
Plan Revisions	1																	
Check Conflicts	2																	
Design and Layout - Lighting	4																	
Design and Layout - Signalization	4																	
Storm Drainage	4																	
Watermain, Sewerlines & 404 Permit Preparation	4																	
Plan and Profile Revisions	2																	
Details and Construction Plan Notes	4																	
Erosion Control and Sedimentation Plans	4																	
Construction Traffic Control Plans	2																	
Sequence of Operations	4																	
Proposed Detailed Construction Traffic Control Plan	5																	
Contract Documents	4																	
Design Technical Specifications	4																	
Standard Form and Documents	4																	
Final Engineers Estimate of Probable Cost	4																	
Bidders Proposal	6																	
Prepare Construction Estimate Exhibits	4																	
Prepare Highway Plans	4																	
QA/QC Review	12																	
Meetings and Submittals	2																	
60% Plans Review Meeting	2																	
85% Plans Review Meeting	2																	
100% Plans Submittal	2																	
Bidding Services	2																	
Pre Bid Conference	2																	
Bidder Questions - Issue Addenda	4																	
Issue Plans / Maintain Planholders List	4																	
Bid Opening	1																	
Prepare and distribute Bid Tabulation	2																	
Prepare and distribute Contract Documents	2																	
Total Hours	94																	
Estimated Cost Subtotal	\$5,400.00																	

Total Estimated Cost \$76,797.00

