

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

**Date:**

**Project Name & Number:** Source Water Protection W07-1684

**CIP #:** 50672

**Project Description:** Source Water Protection Preliminary Design

**Consultant:** Stanley Consultants

**Original Contract Amount:** \$192,350

**Original Contract Date:** 11-6-07

**Original Completion Date:** 5-30-08

**Amendment Number:**

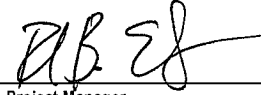
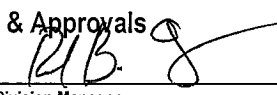

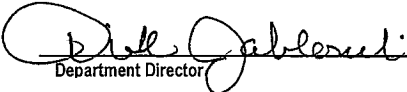
**Amendment Description:**

<b>Current Contract Amount:</b>	\$0.00	<b>Current Completion Date:</b>	NA
<b>Change Requested:</b>	\$192,350.00		
<b>New Contract Amount:</b>	\$192,350.00	<b>New Completion Date:</b>	May 30, 2008

**Funding Source This Request:**

Amount	Dept.	Line Item	Fund	Comments
\$192,350.00	933	4223	602	
\$192,350.00	<b>Total</b>			

**Agreement Review & Approvals**

 _____ Project Manager	11/7/07 _____ Date	 _____ Division Manager	 _____ Date
 _____ Department Director	11/7/07 _____ Date	_____ City Attorney	_____ Date

**ROUTING INSTRUCTIONS**

Route two originals of the Agreement for review and signatures.  
 Finance Office - Retain one original  
 Project Manager - Retain second original for delivery to Consultant  
 cc: Public Works  
 Engineering  
 Project Manager

**FINANCE OFFICE USE ONLY**

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

	Date	Initials	Approved
Appropriation			Y    N
Cash Flow			Y    N



## PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of November 1, 2007, between CITY OF RAPID CITY, SOUTH DAKOTA (CLIENT) and STANLEY CONSULTANTS, INC. (CONSULTANT). CLIENT intends to perform a Source Water Protection Study (hereinafter called "project").

CLIENT and CONSULTANT agree:

1. **Scope of Services.** CONSULTANT shall perform professional services as stated in Exhibit 1.
2. **Compensation.** CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in Exhibit 2.
3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. If client issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.
4. **Special Provisions.** Special provisions to this Agreement are stated in Exhibit 4.
5. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
6. Following exhibits are attached to and made part of this Agreement:

Exhibit 1 - Scope of Services  
 Exhibit 2 - Compensation  
 Exhibit 3 - Standard Terms and Conditions  
 Exhibit 4 - Special Provisions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

STANLEY CONSULTANTS, INC.

CITY OF RAPID CITY, SOUTH DAKOTA

By: Robert L. Darnell  
 Rob Darnell, P.E., Vice President

By: \_\_\_\_\_

Attest: Jane Costello  
 Jane Costello, P.E., Project Principal

Attest: \_\_\_\_\_

Address for giving notices:

5775 WAYZATA BOULEVARD, SUITE 300  
 MINNEAPOLIS, MN 55416

Address for giving notices:

300 SIXTH STREET  
 RAPID CITY, SD 57701

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.

**Exhibit 1 - Scope of Services**

**CITY OF RAPID CITY, SOUTH DAKOTA  
SOURCE WATER PROTECTION STUDY**

**Proposal for Professional Engineering Services**

**Stanley Consultants, Inc.**

October 2007

## Exhibit 1 - Scope of Services

### Project Understanding

There are over 2400 on-site wastewater disposal systems, primarily septic tanks, within the corporate boundary of Rapid City and in the one-mile buffer zone beyond the city limits. In the case of new homes, a septic system can be more cost effective than connecting to existing sanitary sewers, particularly when it is further than 400 feet away from an existing city sewer. In nearly all subdivision developments within the city limits, the developers of projects are responsible for building and obtaining permits for sanitary sewer extensions. New homes in the hills on the west side of the city are unlikely to be within 400 of an existing city sewer.

Some septic tanks, particularly on the west side of the city, are located directly on top of an area known as the outcropping of the Madison Aquifer. Wells drilled into this aquifer provide drinking water for Rapid City and surrounding communities. The outcrop (or exposed) area of the Madison Aquifer is also in the recharge zone of the aquifer. Due to the limestone geology of the area, the aquifer is replenished by rainwater and snowmelt, which infiltrate into the rock. Water in the aquifer flows through fractures, pores and caves in the limestone making the Madison Aquifer more vulnerable to surface pollution. In aquifers unlike Madison in geology, the rain and snowmelt are filtered by soils and sediments on its way to replenishing the aquifer.

With the coincidence of residential development, karst (limestone) geology and on-site wastewater disposal systems, preventive measures should be taken to safeguard the primary source of drinking water from contaminants and chemicals. Data from the United States Geological Survey (USGS) appears to indicate elevated levels of nitrate in some wells drawn from the Madison Aquifer.

One short-term approach to protection of the drinking water source for the City is to inspect, monitor, and enforce good operation and maintenance of the estimated 2400 septic tanks in the area. Orders for maintenance and/or reconstruction (in the case of failure) must be enforced. Rapid City has a full time employee to handle this task. The long-term solution is the elimination of septic tanks by connecting homes to the City's sanitary collection system.

### Project Approach

Stanley Consultants offers the following approach for Rapid City Source Water Study. The plan generally consists of the following tasks: data collection and analysis, refining the problem statement, developing alternatives to solve the problem, evaluating alternatives and developing an implementation plan for the selected alternative. Results of the study will be summarized in a report.

The project team will initiate the project by meeting with City staff to gain a full understanding of the direction of the study. Following the meeting, Stanley staff will work with City staff to collect data. Data analysis will help define the challenges facing the City with respect to potential for contamination of the drinking water source. Alternatives will be developed to proactively mitigate potential contamination of the aquifer. The recommended alternative will be laid out in a phased plan to guide the City in implementing their plan for source water protection.

## Exhibit 1 - Scope of Services

The task outline below is followed by the detailed descriptions of the individual tasks.

Task 1	Project Initiation Meeting
Task 2	Data Collection
Task 3	Data Analysis
Task 4	Problem Refinement
Task 5	Alternatives Development
Task 6	Evaluation and Recommendation
Task 7	Implementation Plan
Task 8	Report
Task 9	Project Meetings
Task 10	Project Management

### TASK 1: Project Initiation Meeting

**Objective:** Meet with the client and stakeholders to gain a full understanding of the objective of the project. Define the study boundary. Define communication protocols for the project.

#### Activities:

1. Attend a Project Initiation Meeting in Rapid City with City staff, stakeholders, and members of the engineering consultant team.
2. Compile contact information of project participants. Determine points of contact for Rapid City and Stanley Consultants for various tasks of the project.

#### Client Responsibilities:

- Attend meeting.
- Provide contact information.
- Invite interested parties such as the county, public as desired.

**Deliverable:** Project Fact Sheet, Meeting Agenda, Meeting Notes with Communication Protocols.

### TASKS 2 and 3: Data Collection and Analysis

**Objective:** Collect information needed to document the areas of concern within the study boundary. Analyze data.

#### Activities:

1. Make a data request to the City for GIS data for aerial mapping, utilities, septic tanks, geology, transportation, existing collection system, natural resources, and environmental data.
2. Meet with the USGS twice to collect and interpret existing geological information.
3. Meet with City, County, or State agencies to ascertain septic tank, well or other pertinent information that may not be readily available from City GIS. Limit these visits to two to the county, two to the City, up to three sanitary districts and one to the State.

**Exhibit 1 - Scope of Services**

4. Review City's growth plan as it may pertain to areas of interest in this study.
5. Review City policies and ordinances regarding source water protection.
6. Obtain and analyze water quality data from the USGS data.

**Client Responsibilities:**

- Provide data as requested.

**Deliverable:** GIS Map depicting study areas and pertinent attributes such as aquifer sensitivity, septic tank location, sanitary sewer location, potable water wells. Several maps may be required to provide sufficient detail for further analysis.

**TASK 4: Problem Definition**

**Objective:** Refine the problem statement.

**Activities:**

1. Develop criteria for ranking project areas using such factors as aquifer recharge sensitivity, cost, and others to be named.
2. Define project areas.
3. Rank project areas.
4. Refine the problem statement.

**Client Responsibilities:**

- Participate in two workshops.

**Deliverables:** A draft set of criteria for ranking by Stanley and the City via a conference call. The final criteria will be incorporated into the report.

**TASK 5: Alternatives Development**

**Objectives:** Develop two alternatives for up to six project areas.

**Activities:**

1. Estimate costs for the alternatives.
2. Identify area constraints.

**Client Responsibilities:**

- Review draft document.

**Deliverables:** Deliver those portions of the report, which describe the alternatives for each project area.

**Exhibit 1 - Scope of Services****TASK 6: Evaluation and Recommendations**

**Objective:** Evaluate alternatives using estimated capital costs, life cycle costs, and nonmonetary factors.

**Client Responsibilities:**

- Review and discuss draft evaluation and recommendation.

**Activities:**

1. Develop evaluation criteria.
2. Recommend an alternative for each of the six project areas. The alternatives will have sufficient detail to allow for the next stage of planning. The alternative descriptions may include:
  - a. A conceptual pipeline route and pipe size.
  - b. Need for lift stations.
  - c. Other on-site treatment if sewers are unworkable.
  - d. Constructability issues (rock, soil cover, city disruption, etc.).
  - e. Master planning level cost estimate.
3. Present to City and discuss.

**Deliverables:** Deliver the draft chapter of the report, which discusses the evaluation criteria, alternatives evaluation, and recommendations.

**TASK 7: Implementation Plan**

**Objective:** Provide an implementation plan that outlines the areas by priority, cost, sequence, schedule, and required coordination with other City projects.

**Client Responsibilities:**

- Review and comment on draft plan.

**Activities:**

1. Prepare a draft report that includes an implementation plan.

**Deliverables:** Draft report.

**TASK 8: Report**

**Objective:** Provide a final report that documents the planning activities and results for Client's use for future activities.

**Client Responsibilities:**

- None.

**Exhibit 1 - Scope of Services****Activities:**

1. Incorporate agreed upon City comments from draft report review meeting.

**Deliverables:** Final report.

**TASK 9: Project Meetings**

**Objective:** Present technical information to Council, City Committees, stakeholder groups, public meetings, or City staff.

**Client Responsibilities:**

- Organize public meetings and/or request time on scheduled agendas.

**Activities:**

1. Prepare Project Fact Sheet and other exhibits for meetings.
2. Review meeting materials with staff.
3. Facilitate meetings.
4. Prepare agendas and notes, if appropriate.

**TASK 10: Project Management**

**Objective:** Provide ongoing management, administration, and coordination of the project, keeping the client fully informed for the duration of the project.

**Client Responsibilities:**

- Interface with Stanley Consultants as appropriate.
- Process payment requests.

**Activities:**

1. Project initiation tasks.
2. Monitor and control budget and schedule for compliance with contract.
3. Comply with internal standards for Quality Control.
  - a. Internal review of concepts and draft submittals by senior engineering staff.
4. Maintain project records.
5. Submit monthly payment request in City's desired format.

**Deliverable:** QC review notes, monthly payment requests.

**ALTERNATE TASK: Additional Project Meetings (only if needed)**

See Task 9 for Description, Activities, and Deliverables.



**Exhibit 1 - Scope of Services****Tabular Schedule**

Task	Description	Completion Date
1	Project Initiation Meeting	November 5, 2007
2/3	Data Collection and Analysis	January 4, 2008
4	Refine Problem Definition	February 8, 2008
5	Alternatives Development	March 14, 2008
6	Evaluation and Recommendations	April 4, 2008
7	Implementation Plan	May 30, 2008
8	Report (final)	May 30, 2008
9	Project Meetings	Project Duration
10	Project Management	Project Duration

**Compensation**

Stanley Consultants proposes a time and materials contract with a fee ceiling. A breakdown of the hours and fee is shown on the attached spreadsheet.

EXHIBIT 2 - Compensation

CITY OF RAPID CITY, SOUTH DAKOTA SOURCE WATER PROTECTION STUDY											
Engineering Services											
Prepared: 10/09/07 JMC											
PROJECT MANAGER											
DIRECTOR SR. ENVIRO ENGINEER											
QA/QC 15 \$150											
ENGINEER 15 \$150											
GEOTECHNICAL ENGINEER 16 \$162											
HYDRO GEOLOGIST 10 \$104											
CIVIL ENGINEER 13 \$130											
CADD 10 \$104											
CLERICAL 5 \$66											
TOTAL HOURS											
Project Fee											
Project Initiation Meeting											
Data Collection	12						12				\$ 4,610
Data Analysis	40						40				\$ 15,366
Problem Definition	80		40				80				\$ 37,211
Alternatives Development	24		4				24				\$ 11,067
Evaluation and Recommendations	16		20				60				\$ 25,689
Implementation Plan	16		8				40				\$ 17,390
Report	4		8				40				\$ 11,521
Project Meetings	8		24				80		24		\$ 29,731
Project Management	48						24				\$ 12,818
Labor Total (Hours)	24								8		\$ 4,125
Labor Total (\$)	52		104				400		32		\$169,527
Expenses Total	\$7,797		\$16,848				\$51,912		\$2,107		\$13,225
Project Total	\$7,797		\$19,448				\$54,512		\$2,107		\$182,752
Alternate Task											
Additional Meetings (up to three)											
Total Contract with Alternate											
\$9,598											
\$192,350											
Note: The contract will be for time and materials and expenses up to ceiling of \$192,350.											



## Hourly Fees United States Office-Based Members Fiscal Year 2007-2008

Classification	Hourly Rates
SC-1.....	\$33.50
SC-2.....	42.50
SC-3.....	50.75
SC-4.....	58.25
SC-5.....	66.00
SC-6.....	73.50
SC-7.....	81.50
SC-8.....	89.50
SC-9.....	96.75
SC-10.....	104.50
SC-11.....	112.50
SC-12.....	121.00
SC-13.....	130.00
SC-14.....	140.00
SC-15.....	150.00
SC-16.....	162.00
SC-17.....	175.00
SC-18.....	190.00
SC-19.....	205.00
SC-20.....	220.00
SC-21.....	235.00
SC-22.....	257.00

Interest at the rate of 1-1/2% per month will be charged on invoices not paid within 30 days.

These rates are subject to change on or after April 1, 2008.



## Standard Terms and Conditions Exhibit 3

### 1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

### 2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

### 3. CONSTRUCTION COST AND COST ESTIMATES

3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.

3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market

conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

### 4. GENERAL

#### 4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due CONSULTANT for services rendered, plus unpaid reimbursable expenses and termination charge, shall constitute total compensation due.

#### 4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

#### 4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

**4.4 Controlling Law.** Agreement shall be governed by Minnesota law.

**4.5 Successors and Assigns.**

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

**4.6 CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

**4.7 Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

**4.8 Waiver.** No waiver shall constitute a waiver of any subsequent breach.

**4.9 Warranty.**

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

**4.10 Period of Repose.** Any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

**4.11 Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all

claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

**4.12 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND CONSULTANT'S CONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PROJECT OF THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTIES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED \$100,000 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11.

**4.13 Extent of Agreement.** This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

**4.14 Subrogation Waiver.** The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

**EXHIBIT 4**  
**SPECIAL PROVISIONS**

The following language supersedes and replaces Section 1.9 in the Standard Terms and Conditions:

1.9 Delete this paragraph in its entirety.

The following language supersedes and replaces Section 4.4 in the Standard Terms and Conditions:

4.4 Controlling Law. Agreement shall be governed by the laws of the state of South Dakota. In the event of any conflict of law, 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.

4.11 The second paragraph of this section is deleted in its entirety.

4.12 Delete "\$100,000" and replace with "THE LIMIT OF THE CONSULTANT'S GENERAL LIABILITY INSURANCE".

The following new section is added:

4.15 CONSULTANT shall maintain all applicable insurance coverage for workers' compensation, general liability, professional liability, and automobile liability. CONSULTANT shall at all times during the term of this Agreement maintain its general liability insurance with a minimum of \$1,000,000 limit per occurrence or equivalent. CONSULTANT shall furnish CLIENT with a certificate of insurance acceptable to CLIENT. Such certificate shall be attached hereto and incorporated herein along with a sheet generally describing the coverage herein contained. Said insurance shall name the City of Rapid City as an additional insured.