

ADDENDUM #1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

This **ADDENDUM #1 TO AGREEMENT FOR PROFESSIONAL SERVICES** has been agreed to on this _____ day of _____, 2008, by and between the City of Rapid City, South Dakota, hereinafter called **CITY**, and Ferber Engineering Company, Inc., a South Dakota Corporation, hereinafter called **CONSULTANT**.

WHEREAS, **CITY** and **CONSULTANT** have previously entered into an agreement for professional services for the **PROJECT** identified as **East Mall Drive Connection – North Lacrosse Street to East North Street, Rapid City Project No. ST06-1334b, CIP #50521, Grading [EM1608(3)-PCN 012F], and Utilities [SSW06-1334b]**; and,

WHEREAS, the United States Army Corps of Engineers granted a Section 404 permit, **NWO-2007-03579**, on December 13, 2008, and the **CITY** completed construction on July 2, 2008, of a wetland mitigation project at the Rapid City Wastewater Reclamation Facility (WRF) to mitigate wetlands impacted by the construction of the **PROJECT**; and,

WHEREAS, the United States Army Corps of Engineers Section 404 permit, **NWO-2007-03579**, stipulates the following:

- “Annual monitoring reports will be provided to the USACE, South Dakota Regulatory Office on or before November 15, 2008 and each consecutive year, not later than November 15, for a period of five (5) years, or until the USACE determines that the mitigation project is acceptable.”
- The monitoring reports shall, at a minimum, conform to the criteria outlined in the USACE, Regulatory Guidance Letter 06-03, dated August 3, 2006, entitled Minimum Monitoring Requirements for Compensatory Mitigation Projects Involving the Creation, Restoration and/or Enhancement of Aquatic Resources.
- The standard used to accept the wetland mitigation will be the USACE 1987 Wetland Delineation Manual.
- The permittee must demonstrate that the wetlands have developed successfully as defined in the approved Wetland Mitigation Plan. The wetland mitigation will not be considered fulfilled until you have demonstrated mitigation success and have received written verification from the USACE.

NOW, THEREFORE, **CITY** and **CONSULTANT** in consideration of the payments and agreements herein contained, do hereby agree that the **AGREEMENT for PROFESSIONAL SERVICES**, made and entered into on the 5th Day of February 2007 shall be amended as follows:

East Mall Drive Connection – North Lacrosse Street to East North Street -- ST06-1334b
City of Rapid City
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This **PROJECT** shall include the addition of **Article I, Section I as Wetland Mitigation Monitoring** and shall include the additional work detailed below. Work and reports related to Wetland Mitigation Monitoring shall be identified as **East Mall Drive Connection-North Lacrosse Street to East North Street Wetland Mitigation Monitoring**.

The **SCOPE OF SERVICES** for the **East Mall Drive Connection – North Lacrosse Street to East North Street** is revised to reflect the following:

Article I, Section I – Wetland Mitigation Monitoring

CONSULTANT will, in 2008, install three (3) permanent photo identification sites for use as reference points in subsequent years of monitoring.

CONSULTANT will, in 2008, install three (3) pipe enclosed staff gauges for use in monitoring water levels at various times of the year.

CONSULTANT will, in 2008, determine three (3) representative vegetation sites for use in subsequent years of monitoring.

CONSULTANT will, by May 15th of each year of monitoring, complete a “beginning-of-year” vegetation evaluation to determine if weed control is necessary prior to the growing season beginning. From the date of completion of the East Mall Drive Connection in the fall of 2008, the wetland mitigation site will be under the two-year warranty period of the contractor. Following the warranty period, the **CITY** will be required to provide a licensed herbicide contractor for weed control.

CONSULTANT will monitor the hydrology of the site by various means. The Rapid Creek Below Sewage Treatment Plant (USGS Gauge Number 06418900) will be monitored and after each discharge of approximately 700 cfs, the **CONSULTANT** will visit the mitigation site the day of, four days following and eight days following that discharge. Additionally, if a large rainfall event occurs, **CONSULTANT** will visit the mitigation site the day of, four days following and eight days following the rainfall event.

CONSULTANT will, by September 30th of each year of monitoring, with the exception of 2008, complete an “end-of-year” vegetation evaluation.

CONSULTANT will prepare a wetland monitoring report and submit to the United States Army Corps of Engineers by November 15th of each year of monitoring.

The Additional Services included in this **ADDENDUM #1** will be completed according to the following:

East Mall Drive Connection-North Lacrosse Street to East North Street Wetland Mitigation Monitoring -- \$14,500.

The Additional Services included in this **ADDENDUM #1** will be performed in accordance with the Terms and Conditions of the **AGREEMENT** for **PROFESSIONAL SERVICES** dated February 5, 2007, and the 2008 Schedule of Charges attached as Exhibit A to this **ADDENDUM**.

East Mall Drive Connection – North Lacrosse Street to East North Street -- ST06-1334b
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At the completion of each year's wetland mitigation monitoring report for this **PROJECT**, one (1) hard copy of the report will be submitted to the United States Army Corps of Engineers to fulfill the above requirements and one (1) hard copy will be submitted to the City of Rapid City Public Works Department.

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

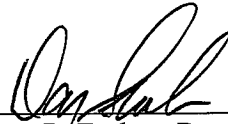
THE CITY OF RAPID CITY, SOUTH DAKOTA

Alan Hanks, Mayor

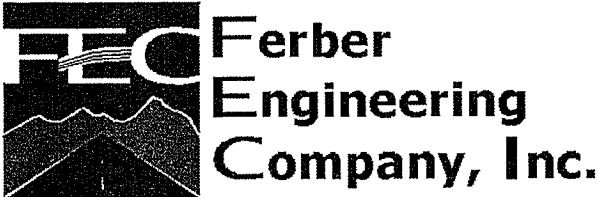
ATTEST:

Date: _____
James F. Preston
Finance Officer

FERBER ENGINEERING COMPANY, INC.

BY: 
Dan P. Ferber, President

Date: 10/7/08



Civil Engineering • Water Resources • Transportation • Land Surveying
 729 East Watertown St, Rapid City, SD 57701 ~ Phone: (605) 343-3311

EXHIBIT A

2008 SCHEDULE OF CHARGES

| <u>EMPLOYEE CLASSIFICATION</u> | <u>HOURLY RATE</u> |
|--|--------------------|
| Principal-In-Charge | \$110.00 |
| Registered Land Surveyor | \$110.00 |
| Registered Professional Engineer | \$100.00 |
| Graduate Engineer III | \$65.00 |
| Graduate Engineer II | \$60.00 |
| Graduate Engineer I | \$50.00 |
| Senior Technician II | \$65.00 |
| Senior Technician I | \$60.00 |
| Technician | \$45.00 |
| Survey Crew 2-Man | \$90.00 |
| Drafter | \$60.00 |
| Clerical | \$50.00 |
| Mileage | \$.585 |
| GPS Survey | \$20.00 + Tech* |
| *Tech includes hourly rate of employee plus expenses | |

PRINTING CHARGES

| | |
|---------------------------------|--------------|
| Bond | \$.20/sq ft |
| Vellum | \$.30/sq ft |
| Mylar | \$.50/sq ft |
| Clear Film | \$.50/sq ft |
| Photocopies, 8 ½" x 11" (BW) | \$.10 |
| Photocopies, 8 ½" x 11" (Color) | \$.50 |
| Binding (up to 1") | \$ 2.00 |