

**REQUEST AUTHORIZATION FOR MAYOR AND FINANCE
PROFESSIONAL SERVICES AGREEMENT
OR AMENDMENT**

PW011001-09

Project Name & Number: Jackson Blvd. Drainage Project #DR01-1040
Project Description: The project includes design for construction of storm sewer and inlets on Jackson Blvd. from Lodge Street to Mountain View Rd.

Consultant: Ferber Engineering
Original Contract Amount: \$41,160.00 **Original Completion Date:** April 1,2001


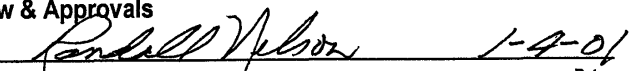
Amendment Number: _____
Amendment Description: _____

Current Contract Amount: _____ **Current Completion Date:** _____
Change Requested: _____
New Contract Amount: \$ 0.00 **New Completion Date:** _____

Funding Source This Request:

Amount	Cost Center	Line Item	Comments
\$41,160.00	910	4223	
\$			
\$			
\$			
\$41,160.00	Total		

Agreement Review & Approvals

 1-4-01  1-4-01
 Project Manager Date Division Manager Date
 _____ _____ _____ _____
 Department Director 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

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Rapid City, hereinafter called the **OWNER**, and Ferber Engineering Company, a South Dakota Corporation, hereinafter called the **CONSULTANT**.

WHEREAS, the **OWNER** has determined the need to procure professional engineering services for the Jackson Boulevard Drainage Project, Project No. DR 01-1040, as identified herein; and,

WHEREAS, the **CONSULTANT** has satisfied the **OWNER** that he is capable of providing those services;

NOW, THEREFORE, the **OWNER** and the **CONSULTANT** in consideration of the payments and agreements herein contained, do hereby agree as follows:

ARTICLE I SCOPE OF SERVICES

A. PROJECT DESCRIPTION

The **OWNER** is proposing to construct the Jackson Boulevard Drainage Project. The **PROJECT** is located along and adjacent to Jackson Boulevard between Mountain View Road and Lodge Street.

The **PROJECT** will include construction of storm sewer and inlets on Jackson Boulevard from Mountain View Road to east of Lodge Street. The **PROJECT** also includes construction of an open channel storm drainage facility from Jane Street across the water treatment plant site to an existing storm water detention cell east of Rapid Creek and south of Canyon Lake Drive.

The **OWNER** is proposing to construct the **PROJECT** in advance of an asphalt overlay project that is being proposed for construction by the South Dakota Department of Transportation. The proposed overlay will include Mountain View Road between West Main Street and Jackson Boulevard, and Jackson Boulevard from Mountain View Road west.

The project will be designed in two phases. **PHASE I** will inventory the existing drainage facilities within the **PROJECT**. **PHASE I** will also include detailed hydrologic and hydraulic modeling of the existing storm sewer system and recommended improvements in the project area for both the 10-year and 100-year design storms. **PHASE I** will culminate in a design report detailing the analysis and recommendations for additional facilities, including estimates of probable construction cost.

PHASE II services for **PROJECT** will include the final design of the recommended facilities, preparation of construction plans, construction details, and technical specifications for

competitive bidding on a unit price basis. The final schedule, project scope and professional fees for **PHASE II** services will be negotiated between the **OWNER** and the **CONSULTANT** at the completion of **PHASE I**.

B. DESIGN CRITERIA

The **PROJECT** will be designed in accordance with the City of Rapid City *Standard Specifications for Public Works Construction*, the *Rapid City Street Design Criteria Manual*, and the *Rapid City Drainage Criteria Manual*. The proposed drainage facilities will conform to the outline presented in the *Jackson Boulevard Drainage Basin Design Plan*.

C. DESIGN SERVICES

1. Preliminary Design

a. Project Kickoff Meeting

Immediately after receiving notice to proceed, The **CONSULTANT** will meet with the **OWNER** to review the project schedule, discuss project coordination, and identify all issues of particular importance to the **OWNER**.

b. Existing Facilities Inventory

The **CONSULTANT** will obtain copies of all existing plans, or details of existing drainage facilities located in or adjacent to the **PROJECT** area. The **CONSULTANT** will field verify the location, size, depths, and conditions of all existing inlets, manholes, and storm sewers. The **CONSULTANT** will also check conditions of existing open channel conveyance elements, and detention areas for conformance with plans. Major data collection includes:

- Public and Private Utility information including location and sizes of telephone, electric, water, sanitary sewer, storm sewer, and natural gas.
- Existing plans for Jackson Boulevard.
- Copies of existing drainage basin design plans, hydrologic and hydraulic models.
- Rights-of-Way, Plats, Easements and Ownership Maps indicating the property lines and ownership of all parcels within the project limits.

c. Utility Coordination

CONSULTANT will coordinate work with the utility companies known to have facilities impacted by the **PROJECT**. This includes The Rapid City Water and Wastewater Utilities, Black Hills Power and Light, Black Hills Fibercom, Montana Dakota Utilities, US West, and Midcontinent Communications. **CONSULTANT** will host the utility companies at a pre-design meeting to notify them of the scope of the project, and request utility locates. At the completion of the preliminary design, **CONSULTANT** will notify the affected utilities of any apparent utility conflicts.

CONSULTANT will continue to coordinate with affected utilities through the final design phase to minimize utility conflicts.

d. Field Survey

CONSULTANT will field survey Jackson Boulevard from Mountain View Road to Lodge Street, State Street from Jackson Blvd. to Judy Avenue, Jane Drive from Jackson Blvd. northwest approximately 300 feet, and Mountain View Drive from Jackson Blvd. to Lance Street. **CONSULTANT** will also perform topographic survey of the 30-foot alley that parallels Jackson Boulevard from State Street to the Water Treatment Plant and the Water Treatment Plant property from the Clarkson Mountain View Nursing Home to the Treatment Plant north to the existing storm water detention pond. The survey will locate all existing utilities, curb and gutter, sidewalks, pavement, buildings, trees, signs, etc. The field survey will be tied to the existing horizontal and vertical control network of the City.

The field survey will include locating representative property corners to establish ties to existing plats and rights-of-way within and adjacent to the **PROJECT**.

e. Check Capacity of Existing Facilities

The inventory of existing drainage facilities will be used by **CONSULTANT** to complete a detailed hydraulic analysis of the existing facilities to determine the capacity of the existing drainage system. The **CONSULTANT** will also evaluate the impacts of maintenance activities on the capacity of the existing conveyance facilities. The **CONSULTANT** will identify any significant capacity problems that need to be addressed.

f. Preliminary Hydrologic and Hydraulic Analysis

CONSULTANT will perform hydrologic and hydraulic analysis of the drainage facilities identified in the Jackson Boulevard Drainage Basin Design Plan as Elements 12, 13, 15, 18, 19, 23, 25, 108, 114, and 312. **CONSULTANT** will recommend storm drainage facilities to accommodate both the major drainage basin requirements and the drainage of streets.

g. Roadway Drainage Analysis and Preliminary Storm Sewer Design

CONSULTANT evaluation will include an analysis of existing and proposed facilities and will encompass anticipated flows, inlet type, size, and location, storm sewer size and location, and types, sizes, and characteristics of open channel elements. The analysis will address connection to existing and proposed facilities upstream and downstream. The analysis will also address future changes that may occur in roadway geometry, and intersection design for Jackson Boulevard and Mountain View Road.

CONSULTANT evaluation of the alternatives will attempt to balance the installation of needed facilities with the maintenance of traffic flow and utility service. **CONSULTANT** will also look for solutions that are economical and will enable the SDDOT to proceed on schedule to complete the proposed overlay project.

h. Preliminary Plans for Drainage Improvements

The Preliminary Drainage Analysis and Storm Sewer Design will culminate in preparation of preliminary plan and profiles for storm sewer at a scale of 1"=20'. The preliminary plans will include road crossing profiles, cross sections, and typical details for recommended facilities.

i. Prepare Project Report

At the completion of the evaluation and analysis of the **PROJECT**, and preparation of the preliminary plans, the **CONSULTANT** will prepare a final project report that identifies the nature and extent of the analysis completed, and makes recommendations to the **OWNER** on the nature and extent of improvements to be made. This report will include:

- Drainage Calculations for Street drainage and inlet spacing.
- Copies of Updated Hydrologic and Hydraulic models.
- 20 Scale Plan & Profile for recommended facilities.
- Layout plans showing land ownership, easement and right-of-way acquisition for streets, utilities, and storm drainage facilities.
- Engineers Estimate of Probable Construction Cost for recommended facilities.

j. Meetings and Submittals

In addition to the services previously identified in this Agreement, **CONSULTANT** will be required to attend the following meetings:

- Preliminary Design Report Presentation and Discussion

2. Final Design

After review and approval of the Project Report, **CONSULTANT** will make revisions to the Preliminary Plans for the **PROJECT** as directed by **OWNER**.

- a.** **CONSULTANT** will make any revisions to the plan and profile sheets identified during **OWNER** review or landowner negotiations.
- b.** **CONSULTANT** will resolve any conflicts between water, sanitary sewer, and other utilities.
- c.** **CONSULTANT** will add construction details and construction notes.
- d.** **CONSULTANT** will create general notes, typical sections and summary sheets.
- e.** **CONSULTANT** will create detail sheets for Construction Traffic Control.
- f.** **CONSULTANT** will create survey data sheets.
- g.** **CONSULTANT** will create final cross section sheets.

h. CONSULTANT will add complete erosion control details and sedimentation plans.

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:

2.1 Designate a person to act as **OWNERS** 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 **OWNERS** 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 Topographic Base Maps for the **PROJECT** area.

2.5 Arrange for access to and make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.

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 that may reasonably be required for **PHASE I** of the **PROJECT**.

3.1 The **CONSULTANT** will begin work upon receipt of a signed copy of this Agreement. Final Project Report will be completed by April 1, 2000.

3.2 The schedule for work under **PHASE II** of the **PROJECT** will be negotiated at the time the scope of improvements is understood.

3.2 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. The maximum estimated fee for these services is \$41,160.00. The **CONSULTANT** will not exceed this amount without prior authorization by the **OWNER**.
- 4.4 The maximum estimated fees for services under **PHASE II** of the **PROJECT** will be negotiated at the time the scope of the improvements is understood.

ARTICLE V ADDITIONAL SERVICES

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**.

ARTICLE VII GENERAL TERMS AND CONDITIONS

7.1 All services will be performed in accordance with the **CONSULTANTS GENERAL TERMS AND CONDITIONS**, dated January 3, 1995 which are attached hereto and incorporated into this agreement by reference.

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



Rich Wells, Project Manager


Randy Nelson, Engineering Division Manager

Jim Shaw, Mayor

ATTEST:

_____ Date: _____
James F. Preston
Finance Officer

FERBER ENGINEERING COMPANY

BY: 
Dan P. Ferber, President

Date: 1-4-01