

**SEGER DRIVE RECONSTRUCTION  
DYESS AVENUE TO 143<sup>rd</sup> AVENUE  
11-1947 CIP 50277.1.2**

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EXHIBIT A

AMENDMENT #1 TO AGREEMENT BETWEEN CITY OF RAPID CITY  
AND FERBER ENGINEERING COMPANY, INC.  
FOR DESIGN AND BIDDING PROFESSIONAL SERVICES  
FOR SEGER DRIVE RECONSTRUCTION  
DYESS AVENUE TO 143<sup>rd</sup> AVENUE  
PROJECT NO. 11-1947/CIP 50277.1-2

This AMENDMENT #1 TO AGREEMENT FOR PROFESSIONAL SERVICES has been agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 Seger Drive Reconstruction Phase 1, Rapid City Project No. 11-1947, CIP #50277.1-2; and,

WHEREAS, the design of the PROJECT was not completed on or before September 30, 2013, as stated in the original AGREEMENT as the Completion of Services date, through no fault of the CONSULTANT; and,

WHEREAS, the CONSULTANT has continued to provide professional design services through the Completion of Services date; and,

WHEREAS, the CITY has requested CONSULTANT facilitate landowner meetings for easement and right-of-way acquisition not anticipated in the original AGREEMENT;

*Initial right-of-way and easement meetings took place in early September 2013 shortly following the Final Design Services Submittal. City staff attended only the first few meetings. Initial response to the proposed PROJECT was mixed with only approximately 50% of the landowners accepting the City's initial compensation offer and signing the appropriate legal documents.*

*While the PROJECT plans were under CITY review over the following months, CONSULTANT met multiple times with individual landowners, responded to inquiries regarding the status of the project, met with landowners onsite to answer questions and provided necessary staking to convey design intent.*

*In May 2014 CONSULTANT organized and facilitated meetings with yet unsigned landowners and key CITY staff to finalize landowner compensation offers. CONSULTANT prepared/provided and updated exhibits, assisted with technical*

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*questions and provided requested staking to aide in the CITY acquiring the necessary right-of-way and easements.*

*After the CITY prepared appropriate agreements, CONSULTANT obtained necessary signatures and transmitted all appropriate documentation to CITY.*

Effort for these services is quantified in Task 3.11. and,

WHEREAS, the CITY has requested CONSULTANT conduct multiple utility coordination meetings, prepare conceptual utility corridor plans and assist multiple utility companies in determining the appropriate location for their respective relocations in conjunction with or in advance of the PROJECT;

*At the initial PROJECT utility coordination meeting multiple private utility companies expressed an interest in relocating their facilities in advance of the PROJECT. CONSULTANT conducted multiple meetings where all affected utility companies were asked to participate and additionally met individually with MDU, Century Link, BHP and WREA throughout the design.*

*CONSULTANT provided relevant background legal documentation, assisted in determining the appropriate location for each utility to relocate and prepared Conceptual Utility Relocation Plans to aide in this process.*

Effort for these services is quantified in Task 3.12. and,

WHEREAS, the CITY has requested CONSULTANT provide a boundary survey with accompanying exhibit of Lot A of the NW ¼ NE ¼ Section 29 T2N R8E as the CITY negotiated with said landowner during property owner meetings for easement and right-of-way acquisition;

*It is the intent of the owner of Lot A to approach Pennington County in an effort to request a reduction in the amount of area that is currently taxed. Prior to the acquisition of the PROJECT right-of-way the assessed acreage of Lot A included the existing section line right-of-way. The landowner will use the boundary survey as documentation of actual property size.*

Effort for these services is quantified in Task 3.13. and,

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WHEREAS, the CITY has requested CONSULTANT set monuments along the new right-of-way of the PROJECT corridor after completion of construction;

*CONSULTANT will set approximately forty (40) property monuments at the completion of construction to accurately define the PROJECT right-of-way. It is the desire of the CITY to deter future encroachments in the public right-of-way. Establishing and properly marking the new right-of-way at the completion of construction will provide physical evidence as to the boundary between private and public ownership.*

Effort for these services is quantified in Task 3.14. and,

WHEREAS, the CITY has requested CONSULTANT prepare separate base bids for the project including both a PCC pavement base bid and an AC pavement base bid;

*Given the construction climate in the months prior to the bidding of the PROJECT, the CITY directed CONSULTANT to prepare a design for an asphalt paving section in addition to the previously designed concrete section. CITY desired to obtain a more competitive bid by allowing an alternate surfacing material.*

*CONSULTANT provided an AC pavement design with an equivalent structural number. Modifications included additional typical section sheets, quantity tables, installation notes and bidder's proposals to accurately convey design intent.*

Effort for these services is quantified in Task 3.15.

NOW, THEREFORE, CITY and CONSULTANT in consideration of the facts herein contained, do hereby agree that the AGREEMENT FOR PROFESSIONAL SERVICES, made and entered into on the 2<sup>nd</sup> day of October 2012 shall be amended as follows:

SECTION 5 PAYMENTS TO THE ENGINEER will be modified to increase the maximum amount of the fee for services by \$35,960.00 to a total of \$300,910.00.

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The additional services in this AMENDMENT #1 have been performed and will be performed in accordance with the Terms and Conditions of the AGREEMENT FOR PROFESSIONAL SERVICES dated October 2, 1012.

IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT #1 TO AGREEMENT FOR PROFESSIONAL SERVICES as of the date and year first above written.

City of Rapid City:

Consultant:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Ferber Engineering Company, Inc.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
FINANCE OFFICER

Reviewed By:

\_\_\_\_\_  
Michelle Schweitzer, PROJECT MANAGER

DATE: \_\_\_\_\_

**SEGER DRIVE RECONSTRUCTION AMENDMENT 1**  
**11-1947 CIP 50277.1.2**

**EXHIBIT B**

<b>Task #</b>	<b>Description</b>	<b>Subtask Total</b>
1.1	Kickoff Conference	\$0.00
1.2	Gather/Review Background Information	\$0.00
1.3	Initial utility coordination/location meeting	\$0.00
1.4	Property Owner Questionnaire	\$0.00
1.5	Topographic and Legal Survey	\$0.00
1.6	Geotechnical Investigation	\$0.00
1.7	Seger Drive Urban Preliminary Design	\$0.00
1.8	Project Design Report	\$0.00
1.9	Preliminary Opinion of Probable Construction Costs	\$0.00
1.10	Preliminary Plan and Profile	\$0.00
1.11	Identify ROW and Permanent and Temporary Easement Needs	\$0.00
1.12	Design Review Meeting	\$0.00
1.13	Public Works and Council Meetings as Necessary	\$0.00
1.14	Detailed Traffic Control and Sequencing	\$0.00
	<b>TASK 1 TOTAL</b>	<b>\$0.00</b>
2.1	Finalize Project Design Report	\$0.00
2.2	Individual Affected Property Owners Meetings	\$0.00
2.3	Easement/ROW Preparation and Acquisition	\$0.00
2.4	Utility Company Coordination	\$0.00
2.5	Determine Removal Limits	\$0.00
2.6	Public Open House with Affected Residents and Property Owners	\$0.00
2.7	Prepare Project Plans and Specifications	\$0.00
2.8	Incorporate ADA Compliance Items	\$0.00
2.9	Prepare Detailed Traffic Control Plans	\$0.00
2.10	Prepare Full Erosion and Sediment Control Plans	\$0.00
2.11	Prepare Detailed Specifications	\$0.00
2.12	Prepare/Identify Permits and Exhibits	\$0.00
2.13	Final Opinion of Probable Construction Costs	\$0.00
2.14	Final Design Services Submittal	\$0.00
2.15	Address Final Staff Comments	\$0.00
2.16	DENR Submittal and Address Comments	\$0.00
	<b>TASK 2 TOTAL</b>	<b>\$0.00</b>
3.1	Assist City Project Manager with Advertising Authority	\$0.00
3.2	Final Plans and Specifications PDF Submittal	\$0.00
3.3	Arrange and Attend Pre-bid Conference	\$0.00
3.4	Address Bidders Questions During Advertising	\$0.00
3.5	Issue Addenda to the Bid Documents	\$0.00
3.6	Bid Opening	\$0.00
3.7	Public Works and Council Meetings as Necessary	\$0.00
3.8	Review and Certify the Bid Tab	\$0.00
3.9	Prepare Award Recommendation	\$0.00
3.10	Review Construction Contract Documents	\$0.00
3.11	Facilitate Additional Landowner Meetings to obtain ROW and Easements	\$15,840.00
3.12	Additional Private Utility Coordination	\$3,600.00
3.13	Boundary Survey of Lot A of NW 1/4 NE 1/4	\$3,600.00
3.14	Set new ROW monuments at Completion of Construction	\$3,720.00
3.15	Prepare Base Bids for PCC and AC Pavement Sections	\$9,200.00
	<b>TASK 3 TOTAL</b>	<b>\$35,960.00</b>
	<b>AMENDMENT TOTAL FOR TASKS 1 - 3</b>	<b>\$35,960.00</b>