

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

PW011309-08

**Date: January 6, 2009**

**Project Name & Number:** Dover Street Drainage Improvements #DR05-1452

**CIP #: 50025**

**Project Description:** Construction of storm drainage system improvements from vicinity of Dover Street / Evergreen Drive to Rapid Creek. Project will involve three phases - Phase 1 will relocate Harter Drive to intersect with 32<sup>nd</sup> Street, eliminating intersection with Jackson Boulevard, to provide area for storm water facilities; Phase 2 will evaluate drainage and amend the existing Red Dale Drainage Basin Design Plan; Phase 3 will construct storm sewer, as well as water, sewer and street improvements, from Harter Dr. to Evergreen Dr. / Dover St. This contract is for Phase 1 and Phase 2 services.

**Consultant:** Ferber Engineering Company, Inc.

**Original Contract Amount:** \$98,070.00

**Original Contract Date:** January 19, 2009

**Original Completion Date:** Dec. 31, 2009

**Contract Amount:**

**Contract Date:**

**Completion Date:**

**Addendum No:**

**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                           |
|-------------|--------------|-----------|------|------------------------------------|
| \$57,400.00 | 8911         | 4223      | 505  | CIP - Drainage                     |
| \$2,300.00  | 833          | 4223      | 604  | Wastewater Replacement/Improvement |
| \$19,185.00 | 933          | 4223      | 602  | Water Replacement/Improvement      |
| \$19,185.00 | 8910         | 4223      | 505  | CIP - Streets                      |
| \$98,070.00 | <b>Total</b> |           |      |                                    |

**Agreement Review & Approvals**

  
\_\_\_\_\_  
Project Manager

JAN 7 2009  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Division Manager

1-7-09  
\_\_\_\_\_  
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 20<sup>th</sup> day of **JANUARY, 2009**, 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 **DOVER STREET DRAINAGE PROJECT - PROJECT DR05-1452, CIP 50025** , 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 a multi-phase analysis, design and construction project generally located in the Canyon Lake neighborhood located north of Jackson Boulevard, south and east of Canyon Lake Drive and west of 32<sup>nd</sup> Street (Study Area).

Stormwater conveyance and stormwater quality are the driving factors for the **PROJECT**. The current drainage system includes facilities that have inadequate capacity to carry runoff without excessive street overtopping and flooding. Pools, stagnant water, excessive vegetation, and poor maintenance access as well as other water quality problems are thought to be among the causes of foul odors in the vicinity of open channels within the project area.

The **PROJECT** includes the development of a Drainage Basin Design Plan Amendment outlining required future drainage projects, provides cost estimates and provides drainage project prioritization. Probable construction costs for sanitary sewer mains, water mains and streets will be included in the drainage facility construction costs.

It is anticipated that construction of two areas of specific improvement located east of Evergreen Drive and south of Dover Street will be completed over a period of approximately two construction seasons. The **PROJECT** will include at a minimum the following Phases:

- **PHASE 1 – Hartland Court Relocation.**
- **PHASE 2 – Dover Street Drainage Basin Design Plan Amendment.**
- **PHASE 3 – Dover Street Drainage Improvements – Evergreen Drive to 32<sup>nd</sup> Street.**



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**PHASE 1** involves preliminary design, final design and bidding services associated with the realignment of Hartland Court for access off of 32<sup>nd</sup> Street and eliminating the current Jackson Boulevard access point. This is a goal of SDDOT to alleviate potential traffic conflicts on Jackson Boulevard. The relocation of Hartland Court also accommodates the construction of a stormwater quality facility within City owned Tracts 5-7 of the Rapid City Greenway Tract on the north side of Rapid Creek. In conjunction with the Hartland Court Relocation, 6-inch water mains within the Rapid City Greenway Tract will be reconstructed with 8-inch PVC and relocated to accommodate the future construction of the stormwater quality facility.

**PHASE 2** is a drainage analysis sufficient to prepare a detailed Red Dale Drainage Basin Design Plan Amendment. **PHASE 2** will update the existing design plan to current design criteria, incorporate stormwater quality treatment facilities and will reflect the current level of development in and adjacent to the Study Area. The amendment will include conceptual level plans, where appropriate, in order to determine the necessary rights-of-way and easements that may be needed for future facilities.

**PHASE 2** also includes the development of a common sanitary sewer and water service database developed from review of sanitary sewer and water service cards with the Study Area. This data will be added to the City's utility services geodatabase feature class to help determine the extent of common and/or noncompliant services within the Rapid City service area.

**PHASE 3** is the preliminary design, final design and bidding services associated with the recommended drainage facilities from Rapid Creek upstream to Evergreen Drive, as determined in **PHASE 2**. A scope of work is not included in this **Agreement** for **PHASE 3**. The scope of work will be established during or immediately following completion of **PHASE 2**. The work will either be completed under an addendum to this **Agreement** or under a separate contract.

This **Agreement** is for the completion of **PHASE 1 – Hartland Court Relocation** (through bidding services) and **PHASE 2 – Dover Street Drainage Basin Design Plan Amendment**. It *does not* include completion of **PHASE 3**. Additionally, the **CITY** may choose to add BASIC or EXPANDED Construction Services to **PHASE 1** and or **PHASE 3**.

## **DESIGN CRITERIA**

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

- *City of Rapid City Standard Specifications for Public Works Construction, 2007.*
- *City of Rapid City Stormwater Quality Manual, current edition*
- *City of Rapid City Design Infrastructure Criteria (2008 Draft), including:*
  - *Street Design and Right-of-Way Criteria*
  - *Utility Design Criteria*

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- *Stormwater Design Criteria*
- *City of Rapid City Drafting Standards.*
- *Recommended Standards for Wastewater Facilities (Ten States Standards)*
- *Recommended Standards for Water Works (Ten States Standards)*

## **ARTICLE I SCOPE OF SERVICES**

The following items outline the anticipated Scope of Work to complete the **PROJECT**. Item B outlines specific details associated with **PHASE 1**. Items C through E provide the items required on all preliminary design, final design and bidding services regardless of project. Item F outlines the specific details associated with **PHASE 2**, as defined above. This **Agreement** has been outlined in this fashion to accommodate more streamlined addendums and to reduce redundancy and possible typographical errors within the **Agreement**.

### **A. DESIGN DATA ACQUISITION**

A.1. **CONSULTANT** will obtain GIS information and associated metadata from the **CITY**, to include but not be limited to the following:

- A.1.1. Sanitary Sewer and Water Common Service Line information
- A.1.2. Parcel Data
- A.1.3. Sanitary Sewer Geodatabase
- A.1.4. Water System Geodatabase
  - A.1.4.1. Include service zone boundaries
- A.1.5. Drainage Inventory Geodatabase
- A.1.6. 2008 Comprehensive Road Condition Report (digital data)
- A.1.7. 2008 Topographic Information (Contours)
- A.1.8. 2008 Orthographic Information (Photos)

A.2. **CONSULTANT** will obtain from the **CITY** additional information, to include but not be limited to the following:

- A.2.1. Sanitary Sewer Service and Water Service Cards
- A.2.2. Street, Utility and Drainage As-built Plans
- A.2.3. 2008 Comprehensive Road Condition Report
- A.2.4. Water Main Break History
- A.2.5. Utility Service Call Logs
- A.2.6. Current Water, Sewer, Street and Drainage CIP information

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A.2.7. Drainage Basin Design Plans and other infrastructure studies completed within the area.

A.3. **CONSULTANT** will coordinate sanitary sewer videotaping with **CITY**.

A.3.1. **CITY** will perform all work to videotape and archive to digital video disk (DVD) sanitary sewer mains within the Study Area.

A.3.2. **CONSULTANT** will review videos and document problem areas.

A.4. **CONSULTANT** will perform periodic qualitative surface water assessments to determine flowpaths and measure flow depths at specific locations to assist in calibration of hydraulic modeling, as weather dictates.

A.4.1. **CONSULTANT** will collect field surveyed cross section information of selected streets within the Study Area.

A.4.2. **CONSULTANT** will utilize cross section information to develop calibration information for surface water drainage analysis.

A.5. **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 and Knology.

A.6. **CONSULTANT** will send a questionnaire to all property owners within the Study Area.

A.6.1. **CONSULTANT** will request information regarding drainage issues related to the property.

A.6.2. **CONSULTANT** will request information regarding water and sewer service lines.

A.6.3. **CONSULTANT** will collate questionnaire responses.

**B. PHASE 1 – HARTLAND COURT RELOCATION**

B.1. **CONSULTANT** will perform site and boundary surveys that include, at a minimum, City-owned Tracts 5-7 of the Rapid City Greenway Tract north of Rapid Creek.

B.1.1. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates.

B.2. **CONSULTANT** will develop preliminary plan and profile drawings for Hartland Court from its proposed intersection with 32<sup>nd</sup> Street to the Hartland Court cul-de-sac.

B.2.1. **CONSULTANT** will meet with the affected landowners on Hartland Court .

B.3. **CONSULTANT** will develop preliminary plan and profile drawings for the various water main relocations required within the Greenway Tract property north of Rapid Creek.

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- B.3.1. **CONSULTANT** will review the recommendations of the Jackson Springs Water Systems Modification project completed in 2006 as well as the Utility System Master Plan to determine if additional water service zone modifications are necessary.
- B.3.2. **CONSULTANT** will meet with potentially affected landowners with regard to possible easement acquisition requirements to accommodate proposed system improvements.
- B.4. **CONSULTANT** will recommend location and extent of geotechnical services investigations necessary to complete design. **CONSULTANT** will subcontract with American Engineering Testing, Inc. (AET) to conduct a Geotechnical Investigation for the project.
- B.4.1. AET will provide a soils report compiling the field collected information and the laboratory analyses.
- B.4.2. AET will provide soils resistivity testing and results from four locations.
- B.5. **CONSULTANT** will retain the services of DesignWorks, Inc., to provide the following landscape architecture services:
- B.5.1. DesignWorks, Inc., will provide two conceptual alternatives for the development of this portion of the Rapid Creek Greenway.
- B.5.1.1. The conceptual alternatives will be developed to incorporate the Hartland Court Relocation and the future construction of a stormwater quality treatment facility at the Cottonwood Street outfall.
- B.5.1.2. The conceptual alternatives will incorporate necessary bike path realignments to accommodate the Hartland Court intersection with 32<sup>nd</sup> Street as well as appropriate vegetative plantings for aesthetic enhancement.
- B.5.1.3. The conceptual alternatives will be developed in consultation with the Rapid City Parks and Recreation Department.
- B.6. **CONSULTANT** will coordinate with SDDOT regarding the Hartland Court Relocation and the associated utility relocations in and near Jackson Boulevard.

**C. PRELIMINARY DESIGN SERVICES**

- C.1 Initial Conference: The **CONSULTANT** shall meet with City staff to detail project concept and scope. The **CONSULTANT** shall prepare an agenda, take and distribute minutes.
- C.2 **CONSULTANT** will review background information listed in this RFP, and any other resources as necessary, including the Red Dale Drainage Basin Study (March 1992), the

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City of Rapid City Utility System Master Plan (April 2008), and City of Rapid City Infrastructure Design Criteria, 2008 Edition (draft).

C.3 Prepare Project Design Report: The **CONSULTANT** shall establish and indicate project specific design criteria and standards within the Project Design Report. The **CONSULTANT** shall submit design assumptions, design life, design criteria, and reference of design resources. The Project Design Report shall evaluate and recommend pavement design; based on a life cycle cost analysis, preliminary horizontal and vertical alignment for utilities, roadways, and other public improvements. It shall establish pipe sizes, lane configurations, drainage system capacity, assess water quality impacts (including post-construction), etc., and provide justification for the facilities and analysis of alternatives. To the extent feasible the City Draft Utility Design Criteria Manual should be used to establish design criteria and standards.

C.3.1 The **PROJECT's** geotechnical report shall be included within the Project Design Report. The geotechnical report shall present the results of field and laboratory tests and sampling to determine soil classifications, N values, water levels, moisture-density relationships, CBR's, and resistivity tests. The report shall present an engineering analysis and present recommendations for pavement design, utility construction, embankment construction and backfill considerations, foundations support for any structures, areas for additional special study or testing, and construction phase testing or observations.

C.3.2 **CONSULTANT** will submit three (3) copies of the Project Design Report, preliminary plans and specifications to City of Rapid City's project manager for review and comment.

C.4 **CONSULTANT** will prepare preliminary plan and profile sheets including locations of existing and new utilities and street alignment. Show existing utilities locations with probable depths.

C.5 **CONSULTANT** will identify right-of-way (ROW) and permanent and temporary construction easements acquisition needs. Include size and extent of such ROW and easements and contact information of property owners.

C.6 **CONSULTANT** will prepare preliminary opinion of probable construction costs for improvements.

C.7 **CONSULTANT** will attend submittal review meeting with City staff, if necessary.

C.8 **CONSULTANT** will attend City Public Works Committee and Council meetings as necessary.

**D. FINAL DESIGN SERVICES**

D.1 **CONSULTANT** will attend Public Works Committee and Rapid City Common Council meetings as necessary during the completion of this **PROJECT**.

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- D.2 **CONSULTANT** will address City comments from the Item C, Preliminary Design Services, City review(s) and finalize the Project Design Report, including any schedule modifications that may be required or advised.
- D.3 **CONSULTANT** will arrange and conduct a public meeting to review the proposed scope and extent of the work with the neighborhood and the general public. Notice shall be mailed at least to all property owners adjacent to the area of the work, as well as to others thought to be directly impacted by the work, as determined in conjunction with City staff. The **CONSULTANT** shall tabulate all public comments and concerns received at meetings or through other communications and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.
- D.4 **CONSULTANT** will assist the City with easement(s) acquisition, and obtain property owner contact information, prepare easement and ROW exhibits as necessary, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings.
- D.5 **CONSULTANT** will determine removal limits with approval of City of Rapid City representative.
- D.5.1 Removal limits will be determined with approval of City of Rapid City representative.
- D.6 **CONSULTANT** will incorporate appropriate ADA compliance items in the areas affected by the work (for example fillet, driveway and sidewalk improvements).
- D.7 **CONSULTANT** will incorporate appropriate or required Erosion and Sediment Control and Stormwater Best Management Practices items.
- D.7.1 **CONSULTANT** Complete the, "Flood Management Project Water Quality Impact Assessment Checklist Form", and incorporate applicable measures within the construction documents as necessary.
- D.7.2 Erosion and Sediment Control Plans will be incorporated into the final plans and specifications.
- D.8 **CONSULTANT** will perform wetland delineation duties, where necessary, and a United States Army Corps of Engineers Section 404 permit application will be prepared for work adjacent to Rapid Creek.
- D.8.1 Wetland mitigation, if required for the **PROJECT**, will be completed under amendment to this **Agreement**.
- D.9 **CONSULTANT** will provide three (3) copies of the finalized Project Design Report,
- D.10 **CONSULTANT** will provide three (3) copies of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and



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opinion of probable construction cost to the City of Rapid City's project manager for review. The Final Design Services submittal will be made to the City when the **CONSULTANT** believes the plans, specifications, contract documents, and opinion of probable construction cost are fully complete and suitable for bidding and construction.

- D.11 Plans documents shall adhere to current City of Rapid City guidelines. Staking information shall include either of the following formats:
- D.11.1 On the Plans
    - D.11.1.1 Station offsets for all items of work requiring field staking.
    - D.11.2 In tabular form on a plan sheet (schedule)
      - D.11.2.1 Coordinates and description of inter-visible control points.
      - D.11.2.2 Coordinates of all items of work requiring field staking.
      - D.11.2.3 Benchmark information shall be provided on each sheet.
  - D.12 **CONSULTANT** will provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area).
  - D.13 **CONSULTANT** will provide conceptual traffic control plan showing all streets and alleys that may be impacted by the construction of this project. Show all existing signage, pavement markings, etc. All work zones, road closures, and lane closures shall be indicated on the plan. Traffic control plans shall indicate suggested sequence, intent, and general guidelines, but need not require identification or placement of project specific traffic control items. An electronic version of an aerial photo will be provided for the selected **CONSULTANT**'s use.
  - D.14 **CONSULTANT** Coordinate directly with the engineering divisions of area private utility companies to ensure that all existing utilities are completely and accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; and that conflicts requiring relocation of utilities or special construction techniques are identified and fully specified in the contract documents. Preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete. The **CONSULTANT** shall conduct a specific private utility coordination meeting, or meet individually with affected companies prior to the completion of final design.
  - D.15 If exceptions from City requirements or specifications are necessary for the work to be completed as designed, it is the **CONSULTANT**'s responsibility to request and secure the exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.
  - D.16 **CONSULTANT** will provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Typically project drawing specific issues

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should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification.

- D.17 **CONSULTANT** will prepare any and all permits with exhibits required for the City.
- D.18 **CONSULTANT** will identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost. Typically all permit costs are the Contractor's obligation.
- D.19 **CONSULTANT** will prepare final "Engineer's Estimate" of probable construction cost for the project.
- D.20 **CONSULTANT** will provide and make submittals for review by the Rapid City Planning Commission per SDCL §11-6-19 submittal, if required by the Planning Commission. Provide supplemental information and attend Planning Commission meetings, as necessary, to present the project or to respond to any questions or concerns.
- D.21 **CONSULTANT** will provide final plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- D.22 **CONSULTANT** will address Final Design Submittal comments from City staff as necessary.
- D.23 **CONSULTANT** will provide complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards and shall adhere to current City of Rapid City guidelines.
- D.24 **CONSULTANT** will deliver the following:
  - D.24.1 Provide five (5) copies of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost to the City of Rapid City's project manager for City distribution.
  - D.24.2 Provide complete plans on CD compatible with AutoCAD Release 2006 format.
    - D.24.2.1 Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
  - D.24.3 Provide complete specifications and contract documents on CD in Microsoft Word XP or previous versions.
  - D.24.4 Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City "Engineer's Estimate" form.
    - D.24.4.1 Provide Engineer's Estimate of probable construction costs as a component of this submittal.

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D.25 All submittals (drawings and specifications) believed by the Engineer of Record to be a 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 or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured" 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.

D.26 The **CONSULTANT** shall submit plans and specifications to Department of Environment and Natural Resources for approval and shall address any comments or corrections required.

**E. BIDDING SERVICES**

E.1. **CONSULTANT** will submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.

E.2. **CONSULTANT** will print and issue plans and specifications to bidders, and five (5) copies to the City of Rapid City. **CONSULTANT** will maintain a plan holders list.

E.3. **CONSULTANT** will print and distribute five (5) copies plans/ drawings to the City of Rapid City at 11" x 17" scale for construction services personnel.

E.4. **CONSULTANT** will arrange and conduct a Pre-bid Conference. **CONSULTANT** will record attendance and minutes. **CONSULTANT** will distribute copies to all attendees.

E.5. **CONSULTANT** will issue addenda to the bid documents as required.

E.6. **CONSULTANT** will attend the bid opening (to be held at the City Finance Office).

E.7. **CONSULTANT** will attend Public Works Committee and Council Meetings as required.

E.8. **CONSULTANT** will Prepare the Bid Tab in City of Rapid City Microsoft Excel project book format and submit electronic Bid Tab and a printed hard copy to Engineering Services within one (1) working day of the bid opening. **CONSULTANT** will forward a copy of the final bid tab to all bidders and project manager.

E.9. **CONSULTANT** will present award recommendation to City of Rapid City project manager.

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- E.10. **CONSULTANT** will prepare Notice of Award letter for City of Rapid City project manager signature and distribution to contractor for execution.
- E.11. **CONSULTANT** will prepare contracts and submit to contractor for execution.
- E.12. **CONSULTANT** will review construction contract documents and other submittals (excluding shop drawings) from the contractor and submit to City of Rapid City project manager for distribution to City Attorney's for approval and signatures of the Mayor and Finance Officer.

**F. PHASE 2 – RED DALE DRAINAGE BASIN DESIGN PLAN AMENDMENT**

- F.1. **CONSULTANT** will develop and distribute a questionnaire to property owners within the Project area. The questionnaire will be developed to obtain information on site-specific concerns such as current flooding or drainage problems, locations of landscaping or irrigation systems that may be affected by construction activities, water and sewer service line locations, special needs such as access considerations during construction, or history of utility or infrastructure problems at the property.
  - F.1.1. Questionnaires will be returned to and evaluated by the **CONSULTANT**, who will follow up with appropriate individual contact with property owners prior to completion of the final design plan amendment.
  - F.1.2. **CONSULTANT** will host a neighborhood Open House at a time to be coordinated with City Project Manager.
- F.2. AET will install up to three groundwater monitoring wells within the **PHASE 1** project area and will monitor groundwater levels through September 2009.
  - F.2.1. Groundwater levels will be used to determine the design elevation of a proposed stormwater quality treatment facility.
- F.3. **CONSULTANT** will identify existing drainage facilities and surface water drainage paths within the Study Area.
- F.4. **CONSULTANT** will review existing Red Dale Drainage Basin Design Plan (DBDP), amendments and other drainage studies.
  - F.4.1. **CONSULTANT** will create a HEC-HMS hydrologic model of the Red Dale Drainage Basin.
    - F.4.1.1. **CONSULTANT** will validate converted model to published DBDP model results for the 10-year and 100-year rainfall events, where possible.
- F.5. **CONSULTANT** will modify converted existing conditions HEC-HMS model to include additional detail that incorporates the field-verified drainage flowpaths.
  - F.5.1. **CONSULTANT** will create existing condition 2-year, 10-year, and 100-year hydrologic model scenarios.

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- F.6. **CONSULTANT** will evaluate the hydraulics of the existing drainage system from Rapid Creek and 32<sup>nd</sup> Street up to Canyon Lake Drive. Stage-discharge information for Cedar Canyon Dam will be extracted from the current DBDP
- F.7. **CONSULTANT** will develop proposed drainage system hydrologic models.
- F.7.1. **CONSULTANT** will create 2-year, 10-year and 100-year hydrologic model scenarios.
- F.7.2. **CONSULTANT** will develop drainage system improvement alternative models to reduce localized flooding within the Study Area.
- F.7.3. **CONSULTANT** will develop and evaluate water quality treatment facilities within the proposed drainage improvements, as appropriate.
- F.7.4. **CONSULTANT** will prepare conceptual plan and profile drawings, where necessary, to evaluate necessary future easement/right-of-way acquisition required for proposed drainage facilities.
- F.8. **CONSULTANT** will initiate contact with potentially affected landowners to determine the probability of acquiring easements or rights-of-way to accommodate future drainage facilities.
- F.8.1. **CONSULTANT** will prepare a GIS exhibit of appropriate size and scale to show the location and extents of the proposed drainage Capital Improvements Projects.
- F.8.2. **CONSULTANT** will provide GIS-compatible drainage Capital Improvements Projects feature classes to **CITY** for incorporation into City GIS.
- F.9. **CONSULTANT** will prepare conceptual level designs for the proposed drainage facilities expected to be designed under the future **PHASE 3** of this **Agreement**.
- F.9.1. DesignWorks, Inc., will update the conceptual park alternatives to accommodate DBDP recommended drainage and water quality treatment facilities.
- F.10. **CONSULTANT** will evaluate backwater effects of Rapid Creek on proposed stormwater improvements below Evergreen Drive.
- F.11. **CONSULTANT** will prepare a Drainage Basin Plan Amendment that outlines existing and design 2-, 10- and 100-year discharges, proposed drainage facilities for the basin, proposed stormwater quality treatment/enhancement areas, required easement/rights-of-way acquisition, engineer's estimates of probable construction cost for design plan elements and other data deemed necessary by the **CONSULTANT**.
- F.11.1. **CONSULTANT** will prepare drainage facility cost estimates with regard to necessary reconstruction of water, sewer and streets associated with each element.
- F.11.2. **CONSULTANT** will prepare drainage facility construction prioritization based on drainage priorities.

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F.12. **CONSULTANT** will prepare a Technical Memorandum outlining the results of the questionnaire regarding sanitary sewer and water service lines. The Technical Memorandum will also provide information regarding common sanitary sewer and water service lines and noncompliant individual service lines.

F.12.1. **CONSULTANT** will prepare an exhibit of appropriate size showing the location of common service lines with their respective water and sewer mains.

**G. MEETINGS**

G.1. **CONSULTANT** will attend Public Works Committee and Rapid City Common Council meetings as necessary during the completion of this **PROJECT**.

G.2. **CONSULTANT** will hold one public Open House during the spring of 2009 with coordination of dates made with the **CITY**.

G.2.1. **CONSULTANT** will be available to answer individual questions from property owners outside of scheduled meeting times.

G.3. **CONSULTANT** will meet with **CITY** staff as necessary during the completion of this **PROJECT**.

**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 **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 Existing Conditions Water System Geodatabase, including calibration information, as created during the Rapid City Utility System Master Plan.

2.5 Assist **CONSULTANT** by furnishing for **CONSULTANT'S** use Digital Files of Topographic Base Maps and Digital Terrain Models for the **PROJECT** area.

2.6 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**.

**DOVER STREET DRAINAGE IMPROVEMENTS**  
**City Project No. DR05-1452 / CIP No. 50025**

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**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 deliverables as described above or amended hereafter, including extra work and required extensions thereto.

- 3.1 The **CONSULTANT** will begin work upon receipt of a signed Notice to Proceed.
- 3.2 **PHASE 1** bid documents will be submitted to the City with respect to an anticipated bid award date of June 15, 2009.
- 3.3 The **PHASE 2 DRAFT** Drainage Basin Design Plan and **DRAFT** utility service Technical Memorandum will be submitted by July 1, 2009.
- 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 forty-five (45) days.
- 4.4 The maximum estimated fee for Phase 1 is \$47,850.00. The maximum estimated fee for Phase 2 is \$50,220.
- 4.5 The **CONSULTANT** will not exceed the amount stipulated in paragraph 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**.

**DOVER STREET DRAINAGE IMPROVEMENTS**  
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**ARTICLE VII 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 **CONSULTANT'S GENERAL TERMS AND CONDITIONS-RAPID CITY**, dated May 8, 2008, 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**.



**DOVER STREET DRAINAGE IMPROVEMENTS**  
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IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** as of the date and year first above written.

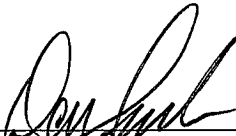
THE CITY OF RAPID CITY, SOUTH DAKOTA

\_\_\_\_\_  
Alan Hanks, Mayor

ATTEST:

\_\_\_\_\_  
Date: \_\_\_\_\_  
James F. Preston  
Finance Officer

FERBER ENGINEERING COMPANY, INC.

BY:   
Dan P. Ferber, President

Date: 1/7/09

**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. 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.
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 - (CONT)**

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**

**2009 SCHEDULE OF CHARGES**

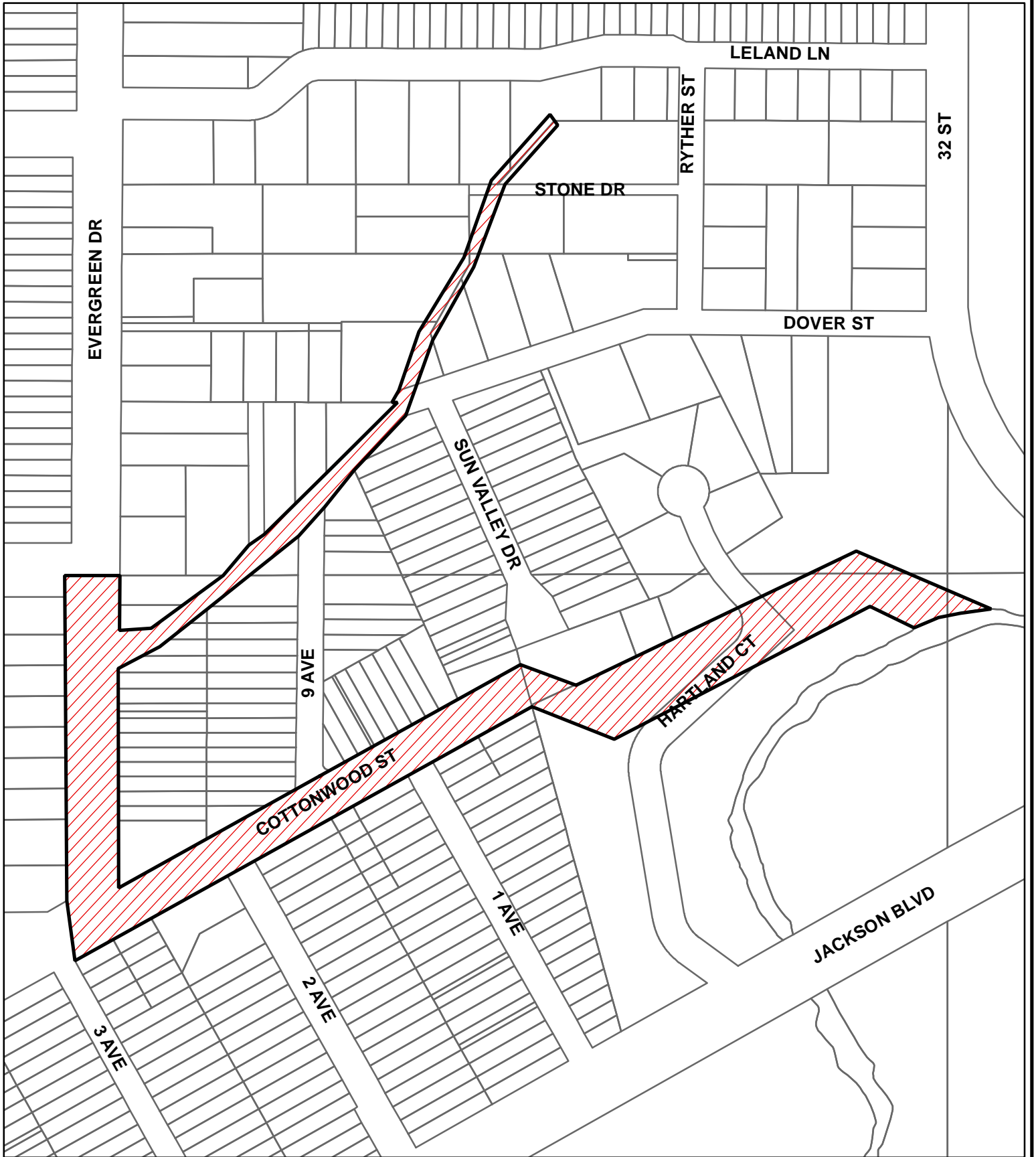
| <b><u>EMPLOYEE CLASSIFICATION</u></b>                | <b><u>HOURLY RATE</u></b> |
|--|---------------------------|
| Principal-In-Charge                                  | \$115.00                  |
| Registered Land Surveyor                             | \$115.00                  |
| Registered Professional Engineer                     | \$105.00                  |
| Graduate Engineer III                                | \$70.00                   |
| Graduate Engineer II                                 | \$65.00                   |
| Senior Technician II                                 | \$70.00                   |
| Senior Technician I                                  | \$65.00                   |
| Technician   | \$50.00                   |
| Survey Crew 2-Man                                    | \$95.00                   |
| Drafter  | \$60.00                   |
| Clerical   | \$55.00                   |
| Mileage  | \$ .550                   |
| 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      |

# EXHIBIT "A"

SCALE 1" = 200'



**DOVER STREET DRAINAGE IMPROVEMENTS**  
**PROJECT NO. DR05-1452**

**CIP NO. 50025**