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

Date: 3/18/19

Project Name & Number: Lime Creek Detailed Analysis of Federal Emergency Management Agency (FEMA) Special Flood Hazard Areas (SFHA), Project Number 18-2479

CIP #: 51192

Project Description: To provide professional engineering services related to the preparation of detailed hydrologic and hydraulic analyses, Letter of Map Revision (LCMR) to SFHA's identified in the current National Flood Insurance Rate Maps and recommendations for drainage infrastructure projects within the South Canyon/Lime Creek Drainage Basin to more accurately identify flood risks.

Consultant: Sperlich Consulting, Inc.

Original Contract Amount: $115,525.00

Original Contract Date: 3/18/19

Original Completion Date: 12/31/19

Addendum No:

Amendment Description:

Current Contract Amount: ____________________________
Change Requested: ____________________________
New Contract Amount: ____________________________ $0.00

Current Completion Date: ____________________________
New Completion Date: ____________________________

Funding Source This Request:

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$115,525.00 Total

Agreement Review & Approvals

Project Manager: ____________________________ 2-22-19

Division Manager: ____________________________ 2-25-19

Compliance Specialist: ____________________________ 2-22-19

Department Director: ____________________________ 2-25-19

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)

Appropriation
Cash Flow

Date Initials Approved
2-25-19
Y N

109A Authorization for Mayor & Finance Officer to Sign
Rev. 03/2009
AGREEMENT made ______________________, 20____, between the City of Rapid City, SD (City) and Sperlich Consulting, Inc., (Engineer), located at 821 Columbus Street, Rapid City, SD 57701. City intends to obtain services for Lime Creek Detailed Analysis of FEMA Special Flood Hazard Area (SFHA), Project No. 18-2479 / CIP No. 51192. The scope of services is as described within this document and as further described in Exhibits A and B (attached).

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project and as further defined in Exhibits A and B (attached), serve as the City’s professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

Section 1—Basic Services of Engineer

1.1 General

1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City’s professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer’s professional judgment.

1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.

1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City’s risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney’s fees arising out of such reuse of the documents by the City or by others acting through the City.
1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.

1.2 Scope of Work

The Engineer shall:

1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.

1.2.2 Perform the tasks described in the Scope of Services. (See Exhibit A.)

1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.

1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

Section 2—Information Provided by City

The City will provide any information in its possession for the project at no cost to the Engineer.

Section 3—Notice to Proceed

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

Section 4—Mutual Covenants

4.1 General

4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.

4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.

4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer’s errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.

4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.

4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.

4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.

4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.

4.1.10 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. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.

4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days’ written notice to the Engineer and (b) by the Engineer for cause upon seven days’ written notice to the City. If the City terminates the agreement without cause, the Engineer will be
paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer’s action.

4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer’s documentation will be in a format consistent with general accounting procedures.

4.1.13 The City shall designate a representative authorized to act on the City’s behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer’s services.

4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City’s failure to provide specified facilities or information or for delays caused by other parties, excluding sub-contractors and sub-consultants, 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 of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.

4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.

4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer’s consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
4.1.17 In the event asbestos or toxic materials are encountered 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 Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.

4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer 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.

4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.

4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.

4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

4.2 City of Rapid City NonDiscrimination Policy Statement

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.
This section shall be binding on all subcontractors or suppliers.

Section 5—Payments to the Engineer

5.1 Schedule of Pay Rates

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer’s hourly and reimbursable rate schedule described in Exhibit C.

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed $115,525.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

5.3 Progress Payments

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month per the hourly rates and allowable reimbursable as established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

Section 6—Completion of Services

The Engineer shall complete services on or before December 31, 2019 based on a notice to proceed on or before March 22, 2019.

Section 7—Insurance Requirements

7.1 Insurance Required

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.
7.2 Cancellation

The Engineer will provide the City with at least 30 days' written notice of an insurer’s intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor’s failure to maintain the coverage limits required.

7.3 City Acceptance of Proof

The City’s approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer’s failure to maintain the coverage limits required.

7.4 Specific Requirements

7.4.1 Workers’ compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer’s Liability coverage of not less than $500,000 each accident, $500,000 disease-policy limit, and $500,000 disease-each employee.

7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.

7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than $1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than $1,000,000 each occurrence and not less than $1,000,000 annual aggregate.
Coverage shall be maintained for at least three years after final completion of the services.

Section 8—Hold Harmless

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys’ fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

Section 9—Independent Business

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

Section 10-Indemnification

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer’s negligence.

Section 11-Controlling Law and Venue

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7th Judicial Circuit, Pennington County.

Section 12-Severability

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.
Section 13—Funds Appropriation

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

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

City of Rapid City:

[Signature]

MAYOR

DATE: _3-21-19_

ATTEST:

[Signature]

FINANCE OFFICER

DATE: _2-22-19_

Reviewed By:

[Signature]

Mary Bosworth, PROJECT MANAGER

DATE: _2-22-19_

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME: Mary Bosworth, PE CFM
PHONE: 605-394-4154
EMAIL: mary.bosworth@gmail.com

ENGINEERING FIRM’S DESIGNATED PROJECT REPRESENTATIVE

NAME: Kale McNaboe, PE
PHONE: 605-721-4040
EMAIL: kale.mcnaboe@sperlichconsulting.com
EXHIBIT A

Lime Creek Detailed Analysis of FEMA Special Flood Hazard Area
Project No. 18-2479 / CIP No. 51192

Background and Purpose:
The project area for the Analysis of Federal Emergency Management Agency (FEMA) Special Flood Hazard Area (SFHA) is located within the South Canyon/Lime Creek drainage basin which is located within the Rapid Creek Watershed in Pennington County and is a tributary of Rapid Creek. The project area is a developed area inside the city limits of Rapid City. The project limits are generally described by the subbasin delineation figure below of the northern (#1) zone and the bottom (#3 & #4) zone. The middle (#2) zone has been previously studied and has been accepted by FEMA under LOMR 16-08-0839P.

The purpose of this project is to assess the existing infrastructure located in zones #1, #3, and #4. This assessment includes developing up-to-date hydrologic and hydraulic engineering models of the area. These models will be submitted to FEMA under the Letter of Map Revision (LOMR) application to remap the existing floodplain utilizing improved hydrologic data and more detailed topographic information. Depending on the results of the hydrologic and hydraulic study, the existing infrastructure may be evaluated to determine where future improvements are needed and what effects these improvements will have on the revised floodplain.

The following tasks describe the anticipated actions to complete a fully revised hydrologic and hydraulic analysis for specific portions of Lime Creek that will be submitted to FEMA for approval in the LOMR process.
Task 1 – Meetings and Project Management
1.1 Meetings (Prepare, attend, and distribute minutes for the following meetings)
   A. Kick-Off Conference
   B. Infrastructure Inventory Meeting
   C. Preliminary Floodplain Findings
   D. Final Floodplain Findings
   E. Public Informational Meetings Regarding LOMR
1.2 Project management to keep project on time and on budget
1.3 Project Coordination
   A. AE2S has previously submitted and obtained FEMA LOMR approval for a portion of the South Canyon Drainage Basin. Provide coordination with AE2S regarding the FEMA LOMR.

Task 2 – Data Collection
2.1 Review Background Information
   A. Organize and review all relevant construction plans and design reports within the study areas
2.2 Incorporate GIS Data
   A. Rapid City 2015 LiDAR
   B. Existing FEMA floodplain boundaries
   C. Current Pennington County parcels
   D. City Infrastructure Data (Water, Sewer, Drainage)
   E. Existing and Future Land Zoning
2.3 In-Field Topographic Survey and Observations
   A. Infrastructure and Obstruction Inventory
      a. Document existing public infrastructure on Lime Creek
      b. Document private obstructions found along Lime Creek
      c. Report will be created with pertinent information
         i. Photographs
         ii. Structure Location
         iii. Effected Property Owner Information
         iv. Public infrastructure will include annotated dimensions and elevations
   B. Topographic Survey of Drainage and Other Pertinent Infrastructure
      a. All collected data should be referenced to current City of Rapid City criteria. All vertical and horizontal information to be on the NAVD88 datum and State Plane – South Zone respectively. All site survey data will be in accordance with FEMA guidelines and specifications.
      b. Detention Cells
         i. Survey pond outlet structures (elevations, orifice sizing)
      c. Provide any other supplemental topographic information. This would include any in-field measurements of hydraulic structures and channel cross section data.
2.4 QA/QC of collected survey data
**Task 3 – Hydrologic Analysis**

3.1 Delineate drainage subbasins with accompanying hydrologic data
   A. Hydrologic data will meet Rapid City Infrastructure Design Criteria Manual, 2012 edition (IDCM), but will also account for the results found in the recent South Canyon LOMR.

3.2 Assemble Drainage Network
   A. Develop a HEC-HMS hydrologic model
   B. Develop SWMM models of existing detention ponds to determine current stage/storage/release data
   C. Integrate HEC-HMS model developed by AE2S into proposed Lime Creek Model

3.3 Determine applicable rainfall data per FEMA regulations

3.4 Complete HEC-HMS/SWMM model simulations to provide peak flows and hydrographs at key locations for the 2, 10, 50, 100, and 500 year storm recurrence intervals

3.5 QA/QC of hydrologic models

**Task 4 – Hydraulic Analysis and Mapping**

4.1 Prepare hydraulic models utilizing HEC-RAS and SWMM to determine probable water surface elevations for the 2, 10, 50, 100, and 500 year storm recurrences.
   A. Areas to be modeled will coincide with the extents delineated in the attached **Figure 1**

4.2 Preliminary Mapping
   A. Topographic maps with aerial photography will be generated with the preliminary findings of the hydraulic analyses within the extents of attached **Figure 1**.

4.3 Finalize HEC-RAS analysis and mapping for FEMA LOMR submittal

4.4 Perform floodway encroachment analysis.
   A. The extents of the floodway encroachment analysis will be within the extents of attached **Figure 1**

4.5 QA/QC of hydraulic analysis models

**Task 5 – FEMA Submittal**

5.1 Prepare report detailing hydrologic and hydraulic analysis of the effected floodplain

5.2 Complete FEMA MT-2 Forms

5.3 Prepare certified topographic floodplain maps and annotated FIRM panels
   A. Certified topographic floodplain maps will delineate the 100 and 500 year storm recurrences

5.4 Prepare floodway data tables and flood profiles

5.5 Assemble, print, and scan complete LOMR report for City review and FEMA submission

5.6 Respond to any FEMA comments pertaining to the LOMR submittal

5.7 Prepare and submit public notices for the LOMR submittal
   A. A newspaper publication will be created and published in the newspaper
   B. Individual property owner letters will be created and sent to affected property owners

5.8 FEMA LOMR fee
Task 6 – Drainage Infrastructure Evaluation and Recommendations
Based upon the findings of the hydrologic and hydraulic models, the City of Rapid City may recommend the study of future infrastructure and non-infrastructure improvements to occur within the study area. The goal of this study would be to remove or significantly decrease the amount of affected property owners in the FEMA floodplain. This study would also provide a sequencing plan for future improvements to provide the most effective way in reducing flooding potential. The proposed evaluation of the existing infrastructure and future recommendations study is at the sole discretion of the City of Rapid City. A future contract amendment and study scope will be discussed near the completion of this project to determine if this study is warranted.

Project Team Members
- Sperlich Consulting, Inc.
- City of Rapid City Engineering Services Staff
- FEMA LOMR Reviewers

Project Deliverables
1. Task 1 – Meetings and Project Management
   a. Meeting minutes where applicable
   b. Project updates to City staff
   c. Visual presentation for public informational meeting
2. Task 2 – Data Collection
   a. Survey data
   b. Infrastructure and Obstruction Inventory
      i. Photographs, location, and property owner information of structures constructed within the floodway
      ii. Public infrastructure will be annotated to include pertinent information such as orifice sizing and shape, elevations, lengths, material type, etc.
3. Task 3 – Hydrologic Analysis
   a. HEC-HMS/SWMM Models
4. Task 4 – Hydraulic Analysis
   a. HEC-RAS/SWMM Models
   b. Updated Stage/Storage/Release calculations for existing detention ponds
   c. Annotated topographic maps of the floodplain utilizing the 2, 10, 50, 100 and 500 year storm recurrences
5. Task 5 – FEMA Submittal
   a. Draft and Final versions of LOMR Narrative and Submittal Data (PDF and Hard Copy)
   b. Public Notice Documents (newspaper article and individual property owner letters)
   c. Any other pertinent information required by FEMA to complete the LOMR
   d. LOMR Approval Letter
6. Task 6 – Drainage Infrastructure Evaluation and Recommendations
   a. To be determined pending City approval
**Anticipated Project Schedule**

Below is an anticipated project timeline based upon the proposed project schedule found in the project RFP and the tasks specified in this Exhibit A. Please note the following schedule is an estimate and may be amended dependent on the findings of the project.

- Contract Negotiations Completed: February 26, 2019
- Notice to Proceed Issued by the City of Rapid City: March 22, 2019
- Infrastructure Inventory and Report: May 3, 2019
- Preliminary Hydrologic Assessment Completed: June 21, 2019
- Preliminary Hydraulic Assessment Completed: June 21, 2019
- Preliminary Results Meeting: June 28, 2019
- Finalize and Submit LOMR Submittal Documentation: August 16, 2019
- Drainage Infrastructure Evaluation and Recommendations: TBD
- Project Completion: December 31, 2019
**EXHIBIT B**

Lime Creek Detailed Analysis of FEMA SFHA

**PROJECT NO. 18-2479 / CIP NO. 51192**

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<td>5.3</td>
<td>CERTIFIED TOPOGRAPHIC MAP AND ANNOTATED DFRM</td>
<td>$2,170.00</td>
</tr>
<tr>
<td>5.4</td>
<td>FLOODWAY DATA TABLE AND FLOOD PROFILE</td>
<td>$1,020.00</td>
</tr>
<tr>
<td>5.5</td>
<td>ASSEMBLING AND PRINTING REPORT</td>
<td>$590.00</td>
</tr>
<tr>
<td>5.6</td>
<td>RESPOND TO FEMA COMMENTS</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>5.7</td>
<td>PUBLIC NOTICES AND INDIVIDUAL MAILINGS</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>5.8</td>
<td>LOMB FEE</td>
<td>$8,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>TASK 5 - TOTAL COST =</strong></td>
<td><strong>$25,980.00</strong></td>
</tr>
</tbody>
</table>

**TASK 6 - DRAINAGE INFRASTRUCTURE EVALUATION AND RECOMMENDATIONS**

Applicability and scoping of Task 6 to be determined and negotiated at a later date

**TASK 6 - TOTAL COST**

N/A

**TOTAL ESTIMATED FEES FOR TASKS 1 THROUGH 5 =**

$115,525.00

Although dollar values have been provided for each task, Sperlich Consulting shall retain the right to relocate monies to other tasks, subject to the maximum limiting fee shown above.
CITY of RAPID CITY

Agenda Item Summary

Public Works Committee Meeting Date: 3/12/19

City Council Meeting Date: 3/22/19

Staff Contact: Mary Bosworth

Petitioner:

Location: FEMA SFHA located in South Canyon/Lime Creek Drainage Basin

Agenda Title:

Authorize Mayor and Finance Officer to Sign an Agreement between the City of Rapid and Sperlich Consulting, Inc. for Professional Engineering Services for Lime Creek Detailed Analysis of Federal Emergency Management Agency (FEMA) Special Flood Hazard Area (SFHA), Project No. 18-2479, CIP No. 51192, in the amount of $115,525.00.

Summary:

This project is to provide professional engineering services related to the preparation of detailed hydrologic and hydraulic analyses, FEMA Letter of Map Revision (LOMR) to SFHA's in the current National Flood Insurance Rate Maps and recommendations for drainage infrastructure projects within the South Canyon/Lime Creek Drainage Basin to more accurately identify flood risks.

Funding Source & Fiscal Impact (if applicable):

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stormwater 609</td>
<td>7402</td>
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</tbody>
</table>

☐ Budgeted  ☐ Not Budgeted

Recommendation:

Action: Approve

Notes:

City Council Options:

Attachments & Links:

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Project Location Map</th>
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