



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

PLANNING DEPARTMENT
300 Sixth Street

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MEMORANDUM

To: Rapid City Legal and Finance Committee

From: Patsy Horton, Transportation Planning Coordinator

Date: June 20, 2002

Re: Amendment Number 2 to the Agreement for the US Highway 16 Corridor Study

Attached is Amendment Number 2 to the Agreement between the City of Rapid City and the Alliance of Architects and Engineers for the US Highway 16 Corridor Study. This amendment includes a cost increase of \$17,529 and a time extension to March 31, 2003. The consultant has requested an increase to cover an annual salary adjustment as provided for in the existing contract.

The Executive Policy Committee of the Metropolitan Planning Organization unanimously approved Amendment No. 2 at its June 19, 2002 meeting. Funding for this project is provided by 80% Federal highway planning funds and 20% local match. The local match for this increase is available from funds within the Transportation Planning Division Budget (706).



AMENDMENT NO. 2

AGREEMENT FOR PROFESSIONAL SERVICES

The above-referenced AGREEMENT for professional services made and entered into on the ____ day of _____, 2002, by and between the Rapid City Area Metropolitan Planning Organization, 300 Sixth Street, Rapid City, South Dakota 57701, representing the City of Rapid City and the South Dakota Department of Transportation, hereinafter referred to as the "OWNER" and Alliance of Architects and Engineers, 706 West Boulevard, Rapid City South Dakota, hereinafter referred to as the "ENGINEER".

SECTION 3 – PERFORMANCE TIME

Background

Unplanned delays of the work being completed by the consultant in the development of the Future Land Use maps and subsequent delays by the City in the completion of the Future Land Use Maps have caused protracted delays in the ENGINEER's ability to complete the full scope of work in a timely fashion. As a result the completion time the contract must be amended as follows:

Section 3.3.2 Completion of Time. The ENGINEER shall complete the scope of work stated in Section 1.1 by March 31, 2003. A Draft Report shall be submitted for review by December 31, 2002.

SECTION 4 – PAYMENT TO THE ENGINEER

Background

During the time of the aforementioned delays, staff costs for the ENGINEER and affiliated SUBCONSULTANTS have increased as part of the normal annual salary increases.

Section 4.1 Basic Services Payment – US Highway 16 Study. For services of the ENGINEER as hereinbefore provided in Section 1.1.1 of the AGREEMENT, the OWNER shall compensate the ENGINEER at the hourly rates provided in the Fee Schedule, attached as Appendix B, with a Maximum Limiting Fee for the Analysis of **One Hundred Fifty Four Thousand Nine Hundred Two Dollars, (\$154,902)**, as shown on the amended Budget for Engineering Services attached as Appendix C.

Section 4.4.1 Annual Adjustment of the Maximum Limiting Fee. During the term of this contract the ENGINEER will be entitled to an increase in the Appendix B rates, provided that the increase is based on an actual increase in the rates that the ENGINEER or their SUBCONSULTANTS pays their employees; the increase is based on substantiated overhead and fringe benefit criteria; and the increase is in accord with the pay standards for such employees working in the same area. Provided, further that any proposed increase in an

employee's rate shall not exceed a cumulative total increase of more than 10% per annum above the Appendix B rate that had been initially negotiated. To obtain any such increase, the ENGINEER must submit a written statement indicating the amount of the basis for that increase. Applicable rates as used in this section shall mean the actual direct labor rates of pay plus the approved and certified overhead and fringe benefit rates and the profit allowed by the South Dakota Department of Transportation (SDDOT) for the most recent year.

It is understood and agreed between the parties that certain work was performed by the CONTRACTOR/CONSULTANT after this Agreement had expired. Further, it was the intent of the parties that the CONTRACTOR/CONSULTANT perform this work and be paid in accordance with the contract. In light of the foregoing, the parties hereby ratify the acts of the CONTRACTOR/CONSULTANT which may have been performed during this period of time and agree to pay for those services which were performed.

All of the terms and conditions of the AGREEMENT not specifically modified by this AMENDMENT shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective and duly authorized officer on the day and year first written above.

SIGNATURES

CITY OF RAPID CITY

ALLIANCE OF ARCHITECTS AND ENGINEERS

BY: _____
Jerry Munson, Mayor

By: _____
E. Dallas Wasserburger, President

Date: _____

Date: _____

ATTEST:

ATTEST:

Jim Preston, Finance Officer

Robert A. Rothermel, Secretary/Treasurer

Date: _____

Date: _____

Approved By: CITY ATTORNEY'S OFFICE

METROPOLITAN PLANNING ORGANIZATION

Initials: JEJ 6-18-02
Attorney Date

By: [Signature]
Executive Policy Committee Representative

DATE: 6-19-02

APPENDIX B: AMENDED FEE SCHEDULE

AAE

Dallas Wasserburger	\$90.03
Ron Bangs	\$66.64
Bill Phillips	\$70.22
Roy Diebert	\$39.53
Heather Volk	\$32.33

HDR

Irma Terral	\$70.06
Noel Gonzalez	\$75.07
Karen Creamer	\$95.43
Mary Leising	\$75.79
Rod Hoffman	\$168.87
Michael Trueblood	\$99.76
Matt Selinger	\$106.72
Tammy Herreid	\$46.20
Stacy Persichetti	\$82.26

IRIS

Rhenda Strub	\$75.00
Michael Strub	\$75.00

APPENDIX C: AMENDED BUDGET FOR ENGINEERING SERVICES

CURRENT PROJECT SUMMARY					PROJECT COST INCREASE				ADJUSTED COSTS				
	Original Contract Allowed	Total Cost To Date	% Task Billed	Contract Amount Remaining	HDR Personnel Start-Up		AAE Personnel Start-Up		IRIS Personnel Start-Up		Total Adjustment	Adjusted Amount Remaining	% Increase
Task 100	\$ 5,492	\$ 5,466	100%	\$ 26							\$ -	\$ 26	0.00%
Task 200	\$ 6,235	\$ 7,029	113%	\$ (794)							\$ -	\$ (794)	0.00%
Task 300	\$ 5,223	\$ 4,204	80%	\$ 1,019							\$ -	\$ 1,019	0.00%
Task 400	\$ 16,514	\$ -	0%	\$ 16,514	\$ 2,357		\$ 20				\$ 2,377	\$ 18,891	14.39%
Task 500	\$ 26,858	\$ 6,310	23%	\$ 20,548	\$ 816	\$ 1,612	\$ 1,029				\$ 3,457	\$ 24,005	12.87%
Task 600	\$ 11,108	\$ -	0%	\$ 11,108	\$ 1,778		\$ 35				\$ 1,813	\$ 12,921	16.32%
Task 700	\$ 20,375	\$ 3,389	17%	\$ 16,986	\$ 1,526		\$ 130				\$ 1,656	\$ 18,642	8.13%
Task 800	\$ 23,714	\$ 8,990	38%	\$ 14,724	\$ 1,400		\$ 203	\$ 1,080		\$ 900	\$ 3,583	\$ 18,307	15.11%
Task 900	\$ 6,099	\$ 4,101	67%	\$ 1,998	\$ 155	\$ 2,772	\$ 66	\$ 900		\$ 750	\$ 4,643	\$ 6,641	76.13%
TOTAL LABOR	\$ 121,618	\$ 39,488	32%	\$ 82,130	\$ 8,032	\$ 4,384	\$ 1,483	\$ 1,980	\$ -	\$ 1,650	\$ 17,529	\$ 99,659	14.41%
TOTAL BY CONSULTANT					HDR \$ 12,416		AAE \$ 3,463		IRIS \$ 1,650				
DIRECT COSTS													
Travel Expenses	\$ 10,400	\$ 1,494	14%	\$ 8,906	\$ -		\$ -		\$ -		\$ 8,906		0.00%
Miscellaneous	\$ 3,000	\$ 402	13%	\$ 2,598	\$ -		\$ -		\$ -		\$ 2,598		0.00%
GIS/CAD	\$ 2,355	\$ 657	28%	\$ 1,698	\$ -		\$ -		\$ -		\$ 1,698		0.00%
TOTAL DIRECT COSTS	\$ 15,755	\$ 2,553	16%	\$ 13,202	\$ -		\$ -		\$ -		\$ 13,202		0.00%
TOTAL PROJECT COSTS	\$ 137,373	\$ 42,041	31%	\$ 95,332	\$ 12,416		\$ 3,463		\$ 1,650		\$ 112,861		12.76%

TOTAL NEW CONTRACT AMOUNT \$ 154,902