

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

May 16, 2006

Project Name & Number: E.Meade Street Reconstruction – Phase I, Elm Ave to Hoefer Court CIP # Project #
Project No. DR03-1333b 50145 1333b

Project Description: Engineering Services for the reconstruction of E. Meade Street from Elm Avenue to Hoefer Court.
Project includes design of water main reconstruction, sanitary sewer reconstruction, box culvert installation, storm drainage improvements, sidewalk & resurfacing.

Consultant: FMG, Inc.

Original Contract Amount: \$202,891 Original Completion Date: N/A

Amendment Number: 1

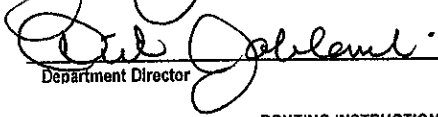
Amendment Description: Field Engineering Services for the reconstruction of E.Meade Street from Elm Avenue (Birch) to Hoefer Court. Project includes construction observation and testing of water main reconstruction, sanitary sewer reconstruction, box culvert installation, storm drainage improvements, sidewalk, & resurfacing.

Current Contract Amount:	\$202,891.00	Current Completion Date:	N/A
Change Requested:	\$80,000.00		
New Contract Amount:	\$282,891.00	New Completion Date:	December 31, 2007

Funding Source This Request:

Amount	Dept.	Line Item	Comments
\$9,300.00	833	4223	Engineering Services for Sewer Enterprise Fund
\$26,400.00	8910	4223	Engineering Services for Streets
\$38,800.00	8911	4223	Engineering Services for Drainage
\$5,500.00	933	4223	Engineering Services for Water Enterprise Fund
\$80,000.00	Total		

Agreement Review & Approvals

 Project Manager	5/17/06 Date	 Division Manager	5/17/06 Date
 Department Director	5/17/06 Date	 City Attorney	5/23/06 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
		Y N
Cash Flow		Y N

**PROFESSIONAL SERVICES AGREEMENT ENGINEERING SERVICES
PHASE 2-CONSTRUCTION PERIOD SERVICES**

This AGREEMENT for Phase 2 Construction Related Services is made this 19TH day of May, 2006 by and between the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701, hereinafter called the Client, and FMG, Inc., 3700 Sturgis Road, Rapid City, SD 57702, hereinafter called the Consultant.

This shall serve as Professional Services Agreement for Phase 2 Construction Related Services for the following project:

**Phase 1 Meade Street Reconstruction
E. Meade Street From Birch Avenue To Hoefler Ct.
City Of Rapid City
Project No. DR03-1333**

Terms and conditions of the Contract for preliminary engineering design of the reconstruction of Elm Avenue from St. Patrick Street south to E. Utah Street and for final design (100% Plans) for reconstruction of East Meade St. from Elm Avenue to Hoefler Ct. dated December 15, 2004 shall remain the same except that the services will be completed in the same time frame as the project construction is completed.

Man-hour projections and Total Estimated Engineering Fees for the Phase 2 Construction Related Services are shown on Estimated Man-hours and Fees dated May 19, 2006 which is attached hereto as Attachment A. Total estimated fees for the additional services will not exceed \$76,365 without prior written approval of Client

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement (in duplicate) on the day and year first mentioned above.

CLIENT:
CITY OF RAPID CITY

By: _____

Title: _____

Date: _____


ATTEST:

By: _____

Title: _____

Date: _____

CONSULTANT:
FMG, INC.

By:  _____

Allen D. Foster, P. E.

Title: President

Date: 5/19/06

ARTICLE I - PROJECT PROVISIONS

A. PROJECT DESCRIPTION

The project construction includes construction of sanitary sewer improvements, water mains, drainage improvements and street reconstruction.

B. SCOPE OF SERVICES

Construction Phase

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Consultant shall:

1. Consult with Client and act as Client's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Consultant as assigned in the General Conditions shall not be modified, except as Consultant may otherwise agree in writing. All of Client's instructions to Contractor will be issued through Consultant, which shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
2. Provide the services of a Resident Project Representative (RPR) at the Site to assist the Consultant and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Attachment A. The furnishing of such RPR's services will not limit, extend, or modify Consultant's responsibilities or authority except as expressly set forth in Attachment A.
3. Conduct a Pre-Construction Conference prior to commencement of Work at the Site.
4. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Consultant, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Consultant, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Client informed of the progress of the Work.

- a. The purpose of Consultant's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
6. Consultant shall have the authority to recommend to Client that Contractor's Work be rejected while it is in progress if, on the basis of Consultant's observations, Consultant believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
7. Consultant will issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Consultant may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
8. Consultant will recommend Change Orders and Work Change Directives to Client, as appropriate, and prepare Change Orders and Work Change Directives as required.
9. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any Contractor's submittal schedule that Consultant has accepted.
10. Consultant will assist the Client in evaluating and determining the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

11. Consultant will require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
12. Consultant will render formal written decisions on all duly submitted issues relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of the Work; review each duly submitted Claim by Client or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Consultant in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
13. Based on Consultant's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Recommend the amounts the Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe Contractor's Work. In the case of unit price work, Consultant's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents. Neither Consultant's review of Contractor's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and

Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

14. The Consultant, RPR and assistants will perform quality control testing of materials during the construction in accordance with the requirements and frequencies set forth in the construction documents and the latest revision of the City of Rapid City Standard Specifications for Public Works Construction.
15. Consultant will receive, review and transmit maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
16. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, the Consultant will, in company with Client and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Client, Consultant considers the Work substantially complete; Consultant shall deliver a certificate of Substantial Completion to Client and Contractor.
17. Promptly after notice from Contractor that Contractor that the Work is complete, the Consultant will, in company with Client and Contractor, conduct an inspection to determine if the Work is complete. Consultant shall deliver a certificate of final Completion to Client and Contractor including the date for the start of the warranty period.
18. The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Consultant for final payment to Contractors.
19. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Consultant shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

PHASE 2 CONSTRUCTION PERIOD SERVICES
for Phase 1 Meade Street Reconstruciton

FMG, Inc.
ESTIMATED MAN-HOURS AND FEES
May 19, 2006

	PR/PE	DE/PE	CADD/ET	RLS	SC	PR/SMS	ST	LM/ET	CL
CONSTRUCTION PHASE (Assumes 30 week Construction Period)									
Preconstruction Meeting	2	2							
PSA's		2							2
Review shop drawings, Mix Designs & Materials	1	8							
Consultation for Change/Field Orders	8	8							
Weekly Progress Meetings	15	30							
Periodic Construction Observation (Engineer 30 wks @ 6 hrs/wk)	20	160							
Periodic Construction Observation (Sr. Tech 30 wks @ 12 hrs/wk)								360	
Material Testing, Compaction/Concrete						40	300	32	
Compaction, Testing Reports	4	28				24		24	60
Monthly Pay Estimates	7	16							
Final Inspection	4	8							
Record Drawings		4	32						
6-Month Review	4	6							
Misc. Coordination	12	12							
Sub-Total/Construction Phase	77	284	32	0	0	64	300	416	62

ESTIMATED ENGINEERING FEES-CONSTRUCTION PHASE

	HOURS	RATE	TOTAL
PR/PE - PRINCIPAL/PROFESSIONAL ENGINEER	77	\$95.00/HR	\$ 7,315.00
DE/PE DESIGN ENGINEER/PROFESSIONAL ENGINEER	284	\$75.00/HR	\$ 21,300.00
CADD/ET - COMPUTER OPERATOR/ENGINEERING TECHNICIAN	32	\$50.00/HR	\$ 1,600.00
RLS-REGISTERED LAND SURVEYOR	0	\$65.00/HR	\$ -
SC-2-MAN SURVEY CREW	0	\$95.00/HR	\$ -
PR/SMS - PRINCIPAL/SENIOR MATERIALS SPECIALIST	64	\$85.00/HR	\$ 5,440.00
ST - SOILS TECHNICIAN	300	\$45.00/HR	\$ 13,500.00
LM/ET - LAB MANAGER and/or ENGINEERING TECHNICIAN	416	\$55.00/HR	\$ 22,880.00
CL - CLERICAL	62	\$40.00/HR	\$ 2,480.00
Laboratory Testing			\$ 1,600.00
Supplies, Mileage, Miscellaneous			\$ 250.00
SubTotal			\$ 76,365.00
TOTAL ESTIMATED ENGINEERING FEES			\$ 76,365.00

Summary

Bidding Phase (Not Included)	
Construction Phase Services	\$76,365.00
Total Fees	\$76,365.00