

## ADVERTISING AUTHORITY

This form must be completed and approved by the City Finance Office prior to presenting items to the City Council and/or Committees of the City Council. This covers all items which require formal bids, currently anything over \$25,000 (except emergency and repair costs)

I. PROJECT NO.: ST06-1529 CIP No. 50606  
 II. PROJECT NAME: 43RD Court Watermain Reconstruction  
 III. Project/Item(s) Description: Reconstruct 43rd Court to 150 feet North of Circle Drive and Circle Drive from 44th Street to 43rd Court. Project will include new water, sanitary sewer, sidewalk, curb and gutter, and asphalt surfacing.

IV. BID LETTING DATE: April 15th, 2008

V. ESTIMATED COST OF PROJECT/ITEM(S) \$ 865,000.00

VI. BASIS OF PAYMENT Assessed  Non-Assessed   
 Single Payment  Partial Payment

VII. APPROPRIATION DATA

Amount	\$268,000	\$252,000	\$135,000	\$130,000	\$80,000
Fund	505	107	602	604	505
Department	Streets 8910	2012 135	Water 933	Sanitary 833	Storm 8911
Line Item	4370	4370	4381	4380	4371

VIII. (If applicable) Grant No.: \_\_\_\_\_  
 Funding Source: \_\_\_\_\_  
 Estimated Completion Date: \_\_\_\_\_  
 Estimated Grant Receipt Date: \_\_\_\_\_

IX. DEPARTMENT/DIVISION:

Project Manager: Joe Jagodzinski Date # 3/5/08  
 DIVISION MANAGER Signature [Signature] Date 3-5-08  
 DEPARTMENT DIRECTOR Signature [Signature] Date 3-5-08

FINANCE OFFICE USE ONLY			Approved		Carbon Copy
Appropriation Cash Flow	Date	Initial	Yes	No	Investment Desk
					Public Works
					Engineering
					Project Manager

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

08

Date: February 15, 2008

**Project Name & Number:** Lacrosse Street Drainage Improvements #DR01-1157 **CIP #:50438**

**Project Description:** Provide drainage improvements to alleviate local flooding problems in the area extending Northwest from the intersection of Lacrosse St. and East New York Street. Improvements will include extension of storm sewer from Lacrosse St. to the intersection of East Philadelphia St. and Racine St., with associated reconstruction of streets and other utility systems (primarily water mains).

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

**Original Contract Amount:** \$11,660.00      **Original Contract Date:** January 21, 2002      **Original Completion Date:** March 1, 2002

**Amendment Number:** 2

**Amendment Description:** Original contract included services for review and analysis of existing conditions and preliminary design. Amendment #1 covers services for final design, contract documents, and construction. This Amendment #2 relates to additional design services needed to accommodate sidewalk reconfiguration, curb & gutter construction, and reconstruction of all water services in the right-of-way under the reconstructed street.

**Current Contract Amount:**                     \$59,801.00                          **Current Completion Date:**                     December 31, 2008                    


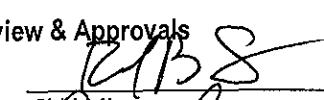

**Change Requested:**                     \$5,370.00                    

**New Contract Amount:**                     \$65,171.00                          **New Completion Date:**                     December 31, 2008                    

**Funding Source This Request:**

Amount	Dept.	Line Item	Fund	Comments
\$4,020.00	8911	4223	505	CIP Drainage Improvement - Professional Services (Engineering)
\$1,350.00	933	4223	602	Water Replacement/Improvement. - Prof. Services (Engineering)
\$5,370.00	<b>Total</b>			

**Agreement Review & Approvals**



 Project Manager Date: <u>FEB 15 2008</u>	 Division Manager Date: <u>2-15-08</u>
 Department Director Date: <u>2/18/08</u>	 City Attorney Date: <u>2-20-08</u>

**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
2/20/08		
Appropriation	Cash Flow	Y/N
2/20/08	Y	N

**ADDENDUM #2**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

This **ADDENDUM #1 TO AGREEMENT FOR PROFESSIONAL SERVICES** is made and entered into this 8<sup>th</sup> day of February, 2008, by and between the City of Rapid City, South Dakota, hereinafter called **CITY**, and Ferber Engineering Company, Inc., a South Dakota Corporation, hereinafter called **CONSULTANT**.

**WHEREAS**, **CITY** and **CONSULTANT** have previously entered into an agreement for professional services for the project identified as **Lacrosse Street Drainage Improvements #DR01-1157/CIP 50438**; and,

**WHEREAS**, this agreement for professional services calls for the services on the project to be provided in two phases, with Phase 1 to result in a report detailing recommendations and cost estimates for improvements to intercept and convey flows from that part of the Knollwood Drainage Basin that drains to the intersection of Lacrosse Street and E. New York Street, and Phase 2 is to provide those services related to final design and preparation of construction plans and details, and technical specifications for the recommended improvements; and

**WHEREAS**, the agreement for professional services calls for the schedule, scope, and professional fees for the Phase 2 services to be negotiated between the **CITY** and the **CONSULTANT** following the completion of Phase 1; and

**WHEREAS**, the **CONSULTANT** has completed 95% Plans and Specifications; and

**WHEREAS**, the **CITY** desires to change the Phase 2 services: and

**WHEREAS**, the **CITY** desires to include within the Phase 2 services: realignment of the East Philadelphia Street sidewalk, reconstruction of water service lines from the new water main to the right-of-way line and provide plans and specifications for for the reconstruction of the north curb and gutter of East Philadelphia Street.

**NOW, THEREFORE**, **CITY** and **CONSULTANT** in consideration of the payments and agreements herein contained, do hereby agree that the Agreement for Professional Services, made and entered into on the 21<sup>st</sup> day of January 2002 shall be amended as follows:

This **PROJECT** shall include the Phase 2 services of final design and construction related services for the Lacrosse Street Drainage Improvements and water main reconstruction. Work, plans and reports related to the Phase 2 services shall be identified as **Lacrosse Street Drainage Improvements**.

The **SCOPE OF SERVICES** (*as revised*) for the **Lacrosse Street Drainage Improvements** is expanded to include:

1. Prepare Final Plans and Specifications that include the revised sidewalk location along the south side of East Philadelphia Street, extension of the water services from the new

water main in either direction to the right-of-way line and a design plans for the complete curb and gutter reconstruction along the north side of E. Philadelphia Street from Racine Street to Lacrosse Street.

2. Prepare Bid Proposal to include revised construction items.
3. Provide final opinion of probable construction cost for the Project based on the revised design.

**FINAL DESIGN SERVICES – Lacrosse Street Drainage Improvements (*as revised*)**

**CONSULTANT** will prepare construction details and construction notes for the north curb and gutter for East Philadelphia Street.

**CONSULTANT** will prepare additional water service line and curb stop construction notes.

**CONSULTANT** will work with **OWNER** to prepare **CONTRACT DOCUMENTS** based upon the City of Rapid City Standard Specifications for Public Works Construction.

**CONSULTANT** will prepare a final estimate of probable construction cost.

**CONSULTANT** will prepare final bidder's proposal on City of Rapid City forms.

The Additional Services included in this **ADDENDUM #2** will be completed according to the following:

**Lacrosse Street Drainage Improvements -- *Final Design and Construction Related Services* - \$5,370.**

The Additional Services included in this **ADDENDUM #2** will be performed in accordance with the Terms and Conditions of the Agreement for Professional Services dated December 12, 2001, and the 2007 Schedule of Charges attached as Exhibit A.

**CONSULTANT** will submit Final Plans and Specifications for the **Lacrosse Street Drainage Improvements** to the **CITY** within 30 days of this addendum acceptance by the City; (This changes the completion date of November 1, 2007, specified in Addendum #1).

**EXHIBIT A****2007 SCHEDULE OF CHARGES**

<b><u>EMPLOYEE CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal-In-Charge	\$100.00
Registered Land Surveyor	\$90.00
Registered Professional Engineer	\$90.00
Graduate Engineer III	\$60.00
Graduate Engineer II	\$55.00
Graduate Engineer I	\$50.00
Senior Technician	\$55.00
Technician	\$40.00
Survey Crew 2-Man	\$85.00
Drafter	\$55.00
Clerical	\$45.00
Mileage	\$ .485

***PRINTING CHARGES***

Bond	\$ .20/sq ft
Vellum	\$ .30/sq ft
Mylar	\$ .50/sq ft
Clear Film	\$ .50/sq ft
Photocopies, 8 1/2" x 11" (BW)	\$ .10
Photocopies, 8 1/2" x 11" (Color)	\$ .50
Binding (up to 1")	\$ 2.00

***GPS SURVEY***

Full Day	\$400.00 + Tech*
Half Day	\$250.00 + Tech*

\*Tech includes hourly rate of employee plus expenses

**IN WITNESS WHEREOF**, the parties hereto have made and executed this **ADDENDUM #2** as of the date and year first above written.

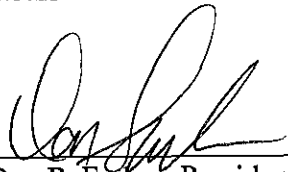
**THE CITY OF RAPID CITY, SOUTH DAKOTA**

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

ATTEST:

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

**FERBER ENGINEERING COMPANY, INC.**

BY:   
\_\_\_\_\_  
Dan P. Ferber, President

Date: 2-8-08

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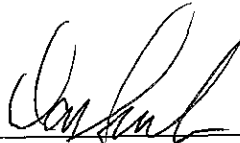
**THE CITY OF RAPID CITY, SOUTH DAKOTA**

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

ATTEST:

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

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BY:   
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Dan P. Ferber, President

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Half Day	\$250.00 + Tech*

\*Tech includes hourly rate of employee plus expenses

# EXHIBIT "A"



**LaCROSSE-PHILADELPHIA DRAINAGE IMPROVEMENTS  
PROJECT NO DR01-1157**