CIP #:

50396

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

Date: September 9, 2009

Project Name & Number:

CATRON BOULEVARD (U.S. HIGHWAY 16B) RECONSTRUCTION

UTILITY RELOCATION & MODIFICATION, #SSW09-1819

Project Description:

Construct extension or adjustment of municipal water and sanitary sewer, and coordinate work with the reconstruction of Catron Boulevard (U.S. Highway 16B) between S. Highway 16 and Cambell Street / S.Highway 79 by the S.D. Dept. of Transportation (SD DOT Project NH 2016(17)64 PCN6875). This will include the construction of new gravity sewer from near Wellington Dr. to the Highway 16 Lift Station, with lift

station abandonment and site reclamation.

Consultant:

TSP. Inc.

Original

\$ 69.315.00

Original

Sept. 21, 2009

Original

June 1, 2010

Contract Amount:

Contract Date:

Completion Date:

Addendum No:

Amendment Description:

Current Contract Amount:

Change Requested:

Current Completion Date:

New Completion Date:

\$0.00 **New Contract Amount:**

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments		
\$27,726.00	833	4223	604	Wastewater Replacement/Improvement		
\$27,726.00	834	4223	604	Wastewater Expansion		
\$13,863.00	933	4223	602	Water Replacement/Improvement		
\$69 315 00	Total					

Agreement Review & Approvals

Paltide	Sept 9 200
roject Manager	Da
Darin-	9-10-09

Division Manager

Compliance Specialist

Date

Department Director

Date

City Attorney

Date

Division Manager

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

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 Ν A. Ϋ́ N Cásh Flow

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SEP 1 0 2009

RAPID CITY PUBLIC WORKS

Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the 21st day of September in the year 2009

BETWEEN the Owner:

(Name, legal status and address)

City of Rapid City Engineering Division 300 6th Street Rapid City, SD 57701

and the Architect:

(Name, legal status and address)

TSP, Inc. 600 Kansas City Street Rapid City, SD 57701

for the following Project: (Include detailed description of Project, location, address and scope.)

City of Rapid City Catron Boulevard (US HWY 16B) Relocation Utility Relocation and Modification SSW09-1819/CIP 503966 Rapid City, SD TSP #03090704

TSP will provide professional engineering services for design and bidding for the project as identified in the RFP by the City of Rapid City (included by reference) dated August 7, 2009 and detailed in the attached work task and man hour spreadsheet. Construction phase services will be determined later.

TSP will provide a design schedule to meet the November 18th, 2009 final review plan set for submittal to the City and SDDOT with a notice to proceed for design anticipated on September 22, 2009.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Service to be provided

See attachment One

Method and means of compensation

Hourly not to exceed, billed monthly for services completed, including reimbursable expenses.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

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

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

§ 3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

§ 5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraphs deleted)

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the State of South Dakota.

§ 6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Section 8.4.

§ 6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives

Init.

of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

- § 6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
- § 6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
- § 6.6 Unless otherwise provided in this Agreement, the Architect and Architect'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, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7 PAYMENTS TO THE ARCHITECT

§ 7.1 DIRECT PERSONNEL EXPENSE

§ 7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

§ 7.2 REIMBURSABLE EXPENSES

§ 7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- 1 expenses of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- .2 long-distance communications;
- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions;
- .5 postage and handling of documents;

.6

(Paragraphs deleted)

expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and

§ 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

- § 7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.
- § 7.3.2 An initial payment as set forth in Section 8.1 is the minimum payment under this Agreement.

§ 7.4 ARCHITECT'S ACCOUNTING RECORDS

§ 7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

- \S 8.1 AN INITIAL PAYMENT OF zero (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.
- § 8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

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For Design and Construction Services on an hourly basis not to exceed with hourly rates in accordance with the attached "Manhour Projections" with a not-to-exceed amount for Design of \$69,315.00 including Reimbursable expenses but not including taxes. The fee breakdown is as follows:

Task 1	Preliminary Design	\$29,620.00
Task 2	Final Design	\$30,620.00
Task 3	Bidding Services	\$ 2,725.00
Task 4	Basic Construction Services	TBD
Task 5	Expanded Construction Services	TBD
Sub To		\$62,965.00
Reimbu	rsable Expenses – Task 1, 2, 3	\$ 6,350.00
Reimbu	TBD	
Total	\$69,315.00	

Reimbursable expenses are estimated not to exceed \$6,350.00

§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of one and one -tenth (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

§ 8.4 Payments are due and payable forty five (45) days from the date of the Architect's invoice. (Paragraphs deleted)

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted. Any adjustment to be negotiated before work is performed. Only work specifically approved by the City will result in additional compensation.

ARTICLE 9 OTHER CONDITIONS

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT Mouon
(Signature)	(Signature) Robert A. Morcom, Principal
Alan Hanks, Mayor	(Printed name and title)
(Printed name and title)	(1 Timed rame and line)
Attest	

DATE:9/	21/2009	
DATE	21/2009	
DE: Cat	ron Boulevard (U.S. Highway 16B) Reconstruction	
Hility R	elocation and Modification	
	CIP 50396	
301103	OII 00000	
ESTIMA	TED MANHOURS	
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PREPAR	RED BY: TSP, INC.	
	3090704.00	
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PREPAR	RED FOR: City of Rapid	
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Item	DESCRIPTION	Total
-		Fee
	Task 1 - Preliminary Design Services	
1.1	Kickoff Meeting	\$800.00
1.2	Review Background Information/DOT information/ reports	\$1,120.00
1.3	Prepare Project Design Report	\$2,260.00
	Evaluate SDDOT plans / comment / recommendations	\$800.00
	Water H/V layout, analysis, and assessment	\$0.00
	Highway 16B/Catron assessment / future grade separated intersection	\$1,480.00
	Palo Verde and Terricita Zones hwy crossing assessment	\$800.00
	Evaluate long term distribution on north side of Catron to Dan Christy	\$400.00
	5th Street water crossing	\$400.00
	Evaluate Black Hills Blvd. crossing location	\$200.00
	Sanitary sewer H/V layout, analysis, and assessment	\$0.00
	Review Ferber report on manholes east of 5th / recommendations	\$560.00
	Highway 16B/Catron assessment / future grade separated intersection	\$4,440.00
	Recommendations for sanitary sewer over 30' deep	\$400.00
	Evaluate Elm St. crossing location	\$200.00
	Evaluate Britton Survey	\$400.00
	Evaluate Panorama sanitary sewer through DOT property	\$400.00
	Evaluate potential Black Hills Corp. location for crossing	\$200.00
	Pipe selection criteria	\$480.00
	Lift Station Abandonment	\$720.00
	Cathodic protection recommendations	\$600.00
	Geotechnical analysis and recommendations	\$240.00
	Electrical conduit locations	\$620.00
	Future signalization conduit locations	\$380.00
	Evaluate deceleration lane location / Intersecting street compliance with City	* *** **
	design criteria	\$480.00
1.4	Perform site survey	\$400.00
	Input detail survey information	\$560.00
1.5	Identify ROW-Permanent and temp. easement,etc	\$0.00
1.6	Prepare Preliminary probable const. cost	\$1,960.00
1.7	Recommend location/ extent of geotech. Services	\$240.00
1.8	Prepare preliminary Plan and Profile Sheets	\$6,320.00
	Prepare base drawings from SDDOT sheets	\$1,120.00 \$640.00
1.8	Submittal review w/staff	
1.10	Public works and council meeting	\$0.00
1.11	Property owner meetings	\$0.00
Other		\$0.00
		\$0.00
	A 1. W 11	\$0.00
	Sub-Total hours	
I	Subtotal Task 1 Design Fees	\$29,620.00

9/21/2008 Manhrs.xls

		
		Total
ltem	DESCRIPTION	Fee
		ree
	Task 2 - Final Design Services	
2.1	Address comments and finalize Design Report	\$1,200.00
2.2	Assist with easement acquisition/ROW exhibts, etc.(Assume no easements)	\$0.00
2.3	Determine removal or abandon. location and limits	\$840.00
2.4	ADA compliance items	\$0.00
2.5	Erosion and sediment control items	\$560.00
2.6	Provide Erosion and Sediment Control Plans	\$1,360.00
2.7	"Flood Mgmt Project Water QualityForm"	\$530.00
2.8	Project Design report (3) copies	\$250.00
	Final Design Services submittal (3) 'copies(Complete plans, specs., contract	
2.9	docs, estimate	\$5,260.00
	Plan notes	\$3,760.00
	Finalize P/P	\$3,160.00
	Lift Station abandonment	\$1,000.00
2.10	Planning commission submittals, attend meeting, 11-6-19 review	\$240.00
2.11	Address Final design comments from staff	\$1,200.00
	Provide complete contract documents	\$2,420.00
2:13	Project layout and addresses(lot lines, next to const.) DOT completed	\$130.00
2.14	Conceptual traffic control plan	\$0.00
	Review SDDOT plan	\$960.00
	Supplemental plans if needed	\$1,800.00
1	Coordinate with utility companies on locates. Provide preliminary plans to utility	# 000 00
2.15	compaines.	\$320.00
	Conduct private utility coordination meeting	\$240.00
2.16	Request and secure exceptions from City requirements	\$480.00
2.17	Detailed suplemental specifications	\$1,170.00
2.18	Prepare all permits and exhibits	\$1,360.00
2.19	Identify contractor permits	\$480.00 \$1,200.00
2.20	Prepare final "Engineers Estimate"	\$1,200.00 \$270.00
2.21	Deliverables- (5) sets of bid documents; CD's;Unit price cost estimate	\$190.00
2.22	Certification statement	\$240.00
2.23	DENR submittal (2) sets of plans and spec.	\$240.00
Other		\$0.00
		\$0.00
		\$0.00
	Sub-Total hours	Ψ0.00
	Subtotal Task 2 Design Fees	\$30,620.00
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		Total
Item	DESCRIPTION	Fee
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	Task 3 - Bidding Services	
3.1	Information to City PM for bid advertising	\$185.00
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3.2	Print and issue bid documents; plan holders list; (5) copies to City of Rapid	\$270.00
3.3	Print and issues (5) 11 x 17 copies to City constuction per.	\$0.00
3.4	Pre-bid conference	\$240.00
3.5	Issues Addendums	\$610.00
3.6	Attend bid opening	\$0.00
3.7	Attend Public Works Committee / Council Meetings	\$0.00
3.8	Prepare Bid Tab	\$370.00
3.9	Present award recommendation to City PM	\$120.00
3.10	Prepare Notice of Award	\$120.00
3.11	Prepare contracts / submit to contractor	\$570.00
3.12	Preview construction contract documents/submit for signature	\$240.00
Other		\$0.00
		\$0.00
		\$0.00
	Sub-Total hours	
	Subtotal Task 3 Design Fees	\$2,725.00
	TASK 1,2,& 3 -TOTAL DESIGN HOURS	
	TOTAL Design Cost	
		CEC
	Total Estimated Design Hours	\$62,965.00
	Total Estimated Design Labor Cost	\$62,965.00
	Task 1,2,& 3 Reimbursable Expenses	
	Sub Consultants	#0.500.00
	Renner Associates	\$2,500.00
	AET	\$2,000.00 \$500.00
	Printing	
	Copies	\$200.00 \$1,000.00
	Bid sets	· · · · · · · · · · · · · · · · · · ·
	Misc.(Mileage,phone,fax,etc.)	\$150.00 \$6,350.00
	Total	\$0,35U.UU
	Total Labor and Reimbursable Expenses	\$69,315.00



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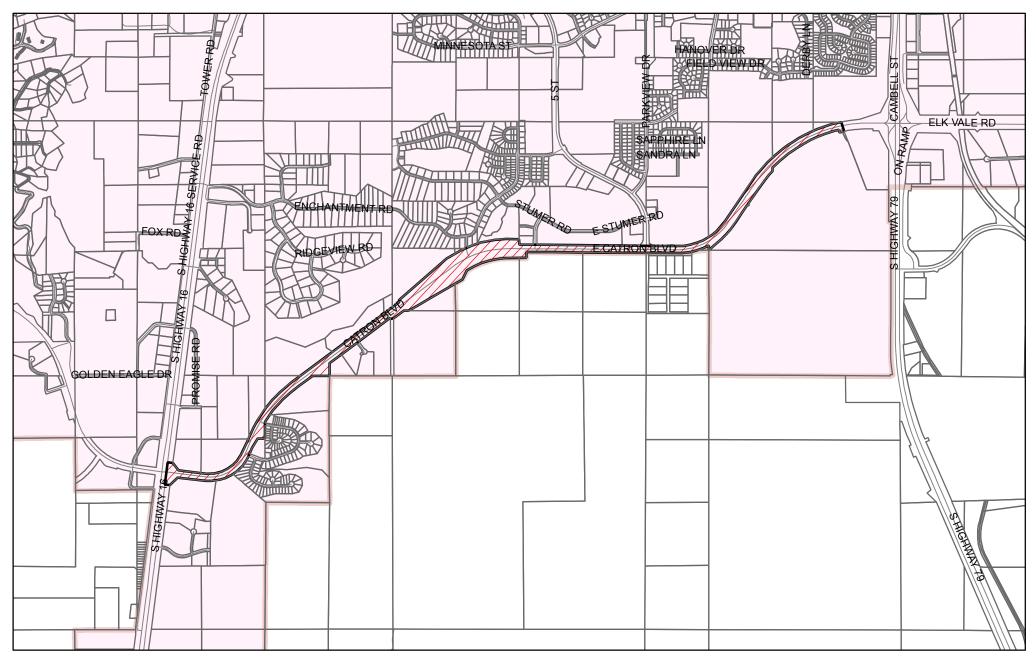
2009 TSP Standard Billing Rates

Principal	Ç	200.00			• '
Project Manager	Ç	180.00	-		
Senior Architect	\$	110.00	· 	Ş	£ 180.00
Architect	\$	85.00		\$	140.00
Architectural Graduate	\$	70.00		\$	
Designer	\$	80.00	_	\$	
Senior Mechanical Engineer	\$	115.00		. \$	160.00
Mechanical Engineer	\$	85.00		\$	125,00
Mechanical EIT/Designer	\$	75.00		\$	100.00
Senior Electrical Engineer	\$	115.00		\$	160.00
Electrical Engineer	. \$	90.00		\$	125.00
Electrical EIT/Designer	\$	65.00	_	\$	100.00
Senior Structural Engineer	\$	115.00	· . •—	\$	160.00
Structural Engineer	\$	85.00		\$	120.00
Structural EIT/Designer	\$	65.00	P	\$	90.00
Senior Civil Engineer	\$	110.00		\$	160.00
Civil Engineer	\$	80.00		\$	125.00
Civil EIT/Designer	\$	65.00	•	\$	90.00
Drafter	\$	65.00		\$	95.00
Estimator	\$	95,00	_	\$	125.00
Contract Administrator	\$	70.00		\$	90.00
On-Site Field Manager	\$	70.00	 '	\$	85.00
Senior Interior Designer	\$	80.00	***	\$	150.00
Interior Designer	\$	65.00		\$	75.00
Project Administrative	\$	60.00	_	\$	85.00
Clerical	\$.	40.00	_	\$	65.00
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	Rapid City, SD 57701		INSURER D			
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A				•	PERSONAL & ADVINJURY	\$ 5,00 \$ 1,000,00
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	LOYERS' LIABILITY	WC 2 67044201	01/01/2009	07/01/2010	X WC STATE GTH-	
ANY	PROPRIETOR/PARTNER/EXECUTIVE CERMEMBER EXCLUDED?				E L EACH ACCIDENT	500,000
	Gerand Mader Exact Distriction (Cerand Mader Exact District Distri		·		A STATE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	500,000
SPE			89 (02 /2000	107 /07 /303A	E L DISEASE - POLICY LIMIT	
Bus	iness Personal	C 2067044182	01/01/5608	07/01/2010	Limit: See Below	If Applicable
Pro	perty				\$500 Deduc	
COUNTY	ON OF OPERATIONS / LOCATIONS / VEHICL	CS 1 CVS i i Clarate A DEED AN ELLE	MILE LANGUAGE STRAIGHT	Table to the	Special Includ	ling Theft
	of Insurance	ES / EXCLUSIONS ADDED BY ENDORSEM	ENT / SPECIAL PROVIS	SIONS		
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RTIF	CATE HOLDER		CANCELLATI	ĎΝ		Cable 2002
			SHOULD ANY (OF THE ABOVE DESCR	IBED POLICIES BE CANCELLED	BEFORE THE
					SUING INSURER WILL ENDEAVO	
					THE GERTIFICATE HOLDER NAM	
					SHALL IMPOSE NO COLIGATIO	
7	o Whom It May Concern		· AUTHORIZED REPA		S AGENTS OR REPRESENTATIV	
	o magni ze naj concarn				V AM CAY	a l
		· ·	Juary layce	, CPCU/SWENS	V 7 7	

EXHIBIT "A"



CATRON BOULEVARD (U.S. HIGHWAY 16B) RECONSTRUCTION UTILITY RELOCATION & MODIFICATION PROJECT NO. SSW09-1819 CIP # 50396