

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

**Date: January 23, 2006**

**Project Name & Number:** 42" Trunk Sewer Siphons Rehabilitation Project SS05-1544

**CIP #:** 50327

**Project Description:** Reconstruct existing sewer siphons near E. St. Patrick Street and Anderson Road. This contract includes design, project administration and construction inspection. This project will be bid and constructed in 2006.

**Consultant:** Kadrmass Lee & Jackson

**Original Contract Amount:** \$141922.65

**Original Contract Date:** 1/24/06

**Original Completion Date:** 9/30/06

**Amendment Number:**

**Amendment Description:**

**Current Contract Amount:** \_\_\_\_\_  
**Change Requested:** \_\_\_\_\_  
**New Contract Amount:** \_\_\_\_\_ \$0.00

**Current Completion Date:** \_\_\_\_\_  
**New Completion Date:** \_\_\_\_\_

**Funding Source This Request:**

Amount	Dept.	Line Item	Comments
\$141,922.65	833	4223	
\$141,922.65	Total		

### Agreement Review & Approvals

*Keith Johnson* \_\_\_\_\_ 1/24/06  
 Project Manager Date

*Dick Jellisoni* \_\_\_\_\_ 1/24/06  
 Department Director Date

\_\_\_\_\_ 1/24/06  
 Division Manager Date

*Karri A. ...* \_\_\_\_\_ 1/23/06  
 City Attorney 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
1/26/06	ee	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>
Cash Flow		Y <input type="checkbox"/> N <input checked="" type="checkbox"/>

KLJ PROJECT NO. 10405104

## AGREEMENT

### FOR PROFESSIONAL ENGINEERING SERVICES

This is an Agreement, which shall become a contract, effective on \_\_\_\_\_, between the City of Rapid City, South Dakota, herein after referred to as the OWNER; whose address is; 300 Sixth Street, Rapid City, South Dakota 57701-2724, and Kadrmas, Lee & Jackson, Inc., herein after referred to as the ENGINEER; whose address is; 330 Knollwood Drive – Suite A, Rapid City, South Dakota 57709-3416.

The ENGINEER herein agrees to provide professional engineering services to the OWNER for the **42" Trunk Sewer Siphons Rehabilitation Project, SS05-1544 CIP #50327**, herein defined as the St. Patrick's Street Siphon and the Anderson Street Siphon, consisting of the following **Scope of Services**:

#### PHASE 1 – Preliminary

Meet with Staff to determine the OWNER required/preferred project approach and ENGINEER'S scope.

- Provide labor and expertise to investigate and research the cost of cleaning and video televising (tapping) of the siphon junction boxes and siphon barrels. The purpose of this work is to determine and document the work and the cost involved to verify the condition of the siphons.
- Contact qualified contractors, provide a defined scope of work and request costs for; labor, equipment rental, bonding and insurance to clean, video and thoroughly inspect all siphon components without disrupting wastewater service between the City and the Wastewater Treatment Plant. This may require by-passing (pumping around) each siphon while the work is being completed.
- Upon completion of investigative work, ENGINEER shall document all findings in a written report, along with relevant opinions and recommendations of replacement/rehabilitation costs, and present to Public Works Staff.

#### PHASE 2 – Design

ENGINEER shall provide a complete design to reconstruct or replace both of the existing siphons utilizing a concept of "built in flexibility" to incorporate the existing siphons into the new design, maintaining full service, without pumping, by-passing or otherwise disturbing the existing siphons, during construction. This concept may allow the OWNER to utilize the existing siphons in the future, when and if needed through appropriately located and installed valves. Said services shall include:

- Field surveying, topographic and legal
- Detailed engineering design of siphons and components
  - Structural components to be precast concrete
- Development of plans and technical specifications
- Calling for an existing public utility locate
- Geotechnical testing
- Three progress meetings with Public Works Staff (Concept, 95% & 100%)
- Apply for and obtain environmental clearances and permits from:
  - US Army CORPS of Engineers
  - SD Game Fish & Parks (GFP)
  - US Fish & Wildlife
  - State Historic Preservation Office
  - Natural Resource and Conservation Service (NRCS)

- Assist OWNER in obtaining of additional easement or right-of-way
- Obtain South Dakota Department of Environmental Natural Resources (SDENR) and Public Works Staff (OWNER) approval
- Notify public utility companies of upcoming construction
- Printing of plans and specifications and preparation of construction documents for OWNER
- Provide the OWNER with a copy of the plans and specifications in digital format
- Public advertising for bids (Including advertising costs)
- Distributing and maintaining record of all plan and specification documents
- Answering bidder questions during bidding period
- Directing a pre-bid conference
- Issuing and distributing ADDENDA to all plan holders
- Opening of bids at the City Finance Office
- Prepare a complete bid tabulation of all bids received
- Review of all bids received
- Providing recommendation of bid award to OWNER
- Attend Public Works Committee and City Council meeting(s), as required
- Issuance of Notice of Award and construction contracts to successful bidder

### **PHASE 3 – Construction Administration and Observation**

ENGINEER shall provide a project representative during construction to observe the work during the construction period (assumed to be a maximum of 12 weeks) and record construction progress and provide the following services:

- Issuance of Notice to Proceed
- Conducting of Pre-Construction conference
- Providing construction administration
- Provide the line and grade stakes necessary for construction
- Review of all shop drawings
- Provide materials testing, as needed to verify contractor's results
- Provide weekly, written observation/progress reports to Public Works Staff
- Observe and document all critical project activity with pictures and diary entries
- Review monthly progress payment estimates to contractor prior to submitting to OWNER for payment
- Conduct a "final inspection"
- Issue a "final completion and project acceptance" letter to contractor, which begins the two-year project warranty
- Provide a 6 month review of project performance and provide Public Works Staff with a written report
- Notify Contractor of any deficiencies and direct contractor to correct deficiencies with the approval of OWNER
- Formally "close out" project
- Provide "as constructed" drawings to Public Works Staff on 22"x34" mylar and in digital format in AutoCAD Release 2000

### **PAYMENT**

ENGINEER will perform the necessary services, as defined above for the OWNER, on an hourly basis using rates, which will not exceed the maximum hourly rate described on the attached hourly rate schedule.

Payment for Phase 1, 2 and 3 shall not exceed \$141,922.65 unless approved in writing, by the OWNER in advance of providing the service.

Payment will be based upon the actual number of hours spent on the project, as documented by the ENGINEER and approved by the OWNER.

Any changes to the scope of work defined above, which may require additional engineering services or other, specialized services, beyond the "in-house" capability of the ENGINEER, which may require additional hours of work or fee, shall be approved by the OWNER in advance of doing the work or providing the service.

Payment shall be made upon the OWNER'S receipt of billing statement from the ENGINEER.

### **SITE ACCESS AND RIGHT OF ENTRY**

OWNER will grant or obtain all necessary access and right of entry to properties involved in this contract to ENGINEER. OWNER further understands that some site damage may occur as vehicles and equipment enter and leave the site. ENGINEER shall have provisions within the construction documents, which require all parties to use caution and care to minimize damage in and around the site as well as on all access roads. The contractor under the contract documents will reclaim all areas damaged to a condition equal to that prior to construction.

### **DELIVERABLES**

Upon approval of agreement and within two weeks of receiving formal notice to proceed, ENGINEER shall deliver to OWNER two copies of the preliminary engineering report, documenting the findings of the preliminary investigative work on the condition and available options of the existing siphons and providing a preliminary opinion of probable project costs.

Upon completion of 95% of the design engineering services, ENGINEER shall deliver two complete sets of the construction documents along with an opinion of costs to OWNER and review the project with OWNER'S staff.

Upon 100% completion of the plans and specifications and prior to advertising for bids, ENGINEER shall furnish to the OWNER, two copies of all reports, plans and specifications pertaining to the project. All copies furnished to OWNER shall be stamped by a Registered Professional Engineer and one copy of the plans shall be on "reproducible" paper. Original documents, survey notes, drawings and maps prepared by the ENGINEER shall remain the sole property of the ENGINEER.

ENGINEER shall provide OWNER with an opinion of project construction cost at the 95% stage and again upon 100% completion of the plans and specifications and prior to advertising.

Any opinion of the construction cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the project. Since the ENGINEER has no control over the cost of labor and material or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such cost opinion as compared to construction bids or actual costs to the OWNER.

### **CONTACT TERMINATION**

This agreement may be terminated by either party in the event that either party fails to fulfill it's obligations as defined herein, through no fault of the terminating party, provided that the other party is given not less than 10 calendar days written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

If termination for default is requested by the OWNER, any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default.

If termination for default is requested by the ENGINEER, the equitable adjustment shall include payment to the ENGINEER for services performed and expenses incurred up to the date of termination, in addition to termina-

tion settlement costs reasonable costs and expenses incurred by the ENGINEER from commitment, which were made prior to the date of termination notice.

### **CANCELLATION OF WORK**

The OWNER may, without being in default under this agreement, cancel all or any portion of the services provided under this agreement, after giving the ENGINEER twenty (20) calendar days of advance written notice. In the event of such cancellation, the OWNER shall pay the ENGINEER all compensation earned up to the effective date of cancellation, as well as all reasonable costs and expenses incurred while winding down services and canceling performance of services under this agreement, including those related to commitments which had become firm prior to the date of the termination notice.

### **PROPOSED PROJECT SCHEDULE**

Contract Negotiations Completed.....	January 26, 2006
Notice to Proceed with Design.....	February 7, 2006
95% Plans and Engineer's Opinion of Project Costs.....	April 5, 2006
Final Plans and Specifications Complete.....	May 6, 2006
Bid Opening Date.....	May 30, 2006
Project Construction Completion Date.....	September 30, 2006

### **INSURANCE**

ENGINEER'S liability to the OWNER for injury or damage to persons or property arising out of work performed for the OWNER and for which legal liability may be found to rest upon ENGINEER, other than professional errors and omissions, will be limited to ENGINEER'S general liability insurance coverage which ENGINEER maintains in limits of at least \$1,000,000. For any damage on account of any error or omission or other professional negligence, ENGINEER'S liability will be limited to a sum not to exceed \$100,000 or the ENGINEER'S total fee on this project, whichever is greater.

ENGINEER and sub-consultants shall maintain workmen's unemployment compensation coverage, as well as public liability and property damage insurance, in amounts deemed adequate by ENGINEER. Certificates of insurance coverage shall be provided to OWNER upon written request.

### **MISCELLANEOUS PROVISIONS**

The ENGINEER shall be held harmless by OWNER, or any other person, for use of any plans or drawings not signed by ENGINEER, or for use of plans or drawings on any project other than the one set forth in this Agreement. The ENGINEER shall not be held responsible for any changes not specifically approved by the ENGINEER, which are made on the plans, reports or specifications, by the OWNER or other person.

The ENGINEER shall be held harmless from delays caused by strikes, lockouts, accidents, acts of God, labor shortages, failure of the OWNER to furnish information or approve or disapprove the ENGINEER'S work, faulty performance by the OWNER or his agents, other contractor's, sub-consultant's or governmental agencies. In the case of such delays, the time for completion of the engineering work shall be extended accordingly.

OWNER further agrees to indemnify and hold the ENGINEER harmless from any and all costs, liability, real or alleged, in connection with the performance of work on this project, except for any liability arising from the negligence of the ENGINEER.

The ENGINEER'S undertaking hereunder shall not relieve the OWNER of OWNER'S obligation to perform the defined work in conformity with the documents prepared, in a standard, industry accepted manner; shall not make the ENGINEER an insurer of the OWNER'S or any other sub-consultant's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.


#### APPLICABLE LAWS

The laws of the State of South Dakota shall govern this agreement.

#### ACCEPTANCE

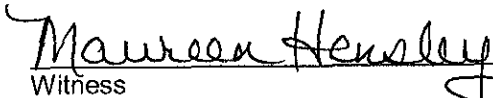
OWNER'S acceptance of this proposal as indicated by signature below will constitute an Agreement between OWNER and ENGINEER and be ENGINEER'S authority to proceed with the work. OWNER agrees that there are no understandings or agreements except as herein expressly stated. This agreement has been prepared in duplicate and both OWNER and ENGINEER will receive a signed copy with original signatures.

**ENGINEER:**

  
 \_\_\_\_\_  
 RODNEY A. SENN, P.E.  
 KADRMAS, LEE & JACKSON, INC.

**OWNER:**

\_\_\_\_\_  
 JIM SHAW - MAYOR  
 CITY OF RAPID CITY, SOUTH DAKOTA

  
 \_\_\_\_\_  
 Witness

\_\_\_\_\_  
 JAMES F. PRESTON - FINANCE OFFICER  
 CITY OF RAPID CITY, SOUTH DAKOTA

# KADRMAS, LEE & JACKSON, INC.

## Engineers, Surveyors and Planners 2005 HOURLY RATE SHEET

Staff Type	Average Rate Per Hour	Maximum Rate Per Hour
Administrative Assistant I	\$38	\$45
Administrative Assistant II	\$49	\$52
CADD Tech I	\$43	\$45
CADD Tech II	\$55	\$67
Engineering Tech I	\$51	\$62
Engineering Tech II	\$63	\$84
Engineer I	\$65	\$74
Engineer II	\$74	\$85
Engineer III	\$98	\$130
Environmental Scientist I	\$55	\$60
Environmental Scientist II	\$73	\$78
GIS Analyst I	\$48	\$55
GIS Analyst II	\$71	\$85
Landscape Architect	\$56	\$60
Planner I	\$60	\$65
Planner II	\$98	\$110
Principal Engineer	\$140	\$140
Project Leader	\$106	\$130
Surveyor I	\$45	\$57
Surveyor II	\$54	\$62
Surveyor III	\$75	\$88

### Reimbursable Expenses (if applicable)

• ATV, Snowmobile	\$75	Per day
• CAD Workstation	Included in Hourly Rate	
• GIS Work Station	Included in Hourly Rate	
• GPS Receiver	\$175	Per day
• Mileage	Included in Hourly Rate	
• Postage	Included in Hourly Rate	
• Routine Printing Costs	Included in Hourly Rate	
• Special Equipment, Software	Per Project Basis	
• Subsistence	At Actual Cost	
• Telephone	Included in Hourly Rate	

*Rates to be renegotiated after January 1 of each calendar year.*

*Overtime work will be charged at 1.5 times above rates for non-exempt staff.*