

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

Date:

Project Name & Number: Highway 16 Fire Station Detention Cell Project DR03-1268

CIP #: 50440

Project Description: Construct detention cell to meter additional drainage from development of fire station and future development of area.

Consultant: Stockwell Engineers, Inc.

Original Contract Amount: \$28,500

Original Contract Date: June 18, 2008

Original Completion Date: October 3, 2008

Amendment Number:

Amendment Description:

Current Contract Amount: _____

Current Completion Date: _____

Change Requested: _____

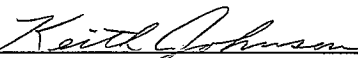
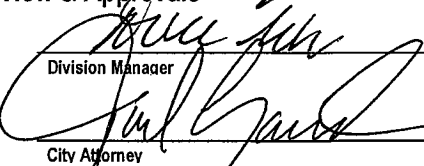

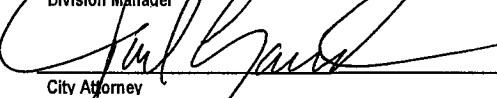
New Contract Amount: _____ \$0.00

New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$28,500.00	8911	4223	505	
\$28,500.00	Total			

Agreement Review & Approvals

 Project Manager	6/23/08 Date	 Division Manager	6-23-08 Date
 Department Director	6-23-08 Date	 City Attorney	6-26-08 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
Appropriation	Y	N
Cash Flow	Y	N

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND STOCKWELL
ENGINEERS, INC. FOR DESIGN SERVICES RELATED TO PROJECT NO.
DR03-1268 (HIGHWAY 16 FIRE STATION DETENTION CELL).**

This Agreement is made and entered into, by and between, the City of Rapid City, a municipal corporation of the State of South Dakota, located at 300 Sixth Street, Rapid City, South Dakota 57701, herein after referred to as the "City," and Stockwell Engineers, Inc., located at 333 West Blvd. Suite 304, Rapid City, South Dakota 57701, and herein after referred to as "Stockwell."

WHEREAS, the City needs to construct a detention cell to handle storm run off in the vicinity of the fire station located off South Highway 16; and

WHEREAS, the City needs to hire a professional consultant to design the detention cell; and

WHEREAS, after complying with the City's consultant selection process, the City has decided to retain Stockwell as its professional consultant; and

WHEREAS, the purpose of this Agreement is to identify the terms and conditions under which Stockwell will perform the work needed and compensation received therefore.

NOW THEREFORE, the parties hereby agree as follows:

1. Stockwell agrees to perform the work outlined in the document entitled SCOPE OF SERVICES, dated June 18, 2008, which has been attached hereto and incorporated herein as Exhibit "A" by this reference.
2. In exchange for the work performed by Stockwell under Paragraph 1 of this Agreement, the City agrees to pay Stockwell an amount not to exceed \$28,500.
3. The parties may undertake any legal or equitable action available to enforce the provisions of this Agreement in addition to any other remedies provided herein.
4. If any section(s), or provision of this application is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision of this application if they can be given effect without the invalid section(s) or provisions.
5. This Agreement shall be construed according to the laws of the State of South Dakota. Any action concerning this Agreement shall be venued in Rapid City, South Dakota in State Circuit Court. No modification or amendment to this Agreement shall be valid unless evidenced by a writing signed by the parties hereto.

6. If the Landowner is a corporation, it has the power to enter into this Agreement and its officers signing for it have full power and authority to do so.

Dated this ____ day of _____, 2008.

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

STOCKWELL ENGINEERS, INC.

By: _____
Its: _____

State of South Dakota)
 ss.
County of Pennington)

On this the ____ day of _____, 2008, before me, the undersigned officer, personally appeared Alan Hanks and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing Agreement Consenting to Assessed Project for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[SEAL]

Notary Public, South Dakota
My Commission Expires:

State of South Dakota)
)ss.
County of Pennington)

On this ____ day of _____, 2008, before me, the undersigned officer, personally appeared _____, who acknowledged themselves to be the _____ of Stockwell Engineers Inc., and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

Notary Public, State of South Dakota
My Commission Expires:



Stockwell Engineers, Inc.

333 West Boulevard, Suite 304 • Rapid City, SD 57701
Telephone 605.348.6668 • Fax 605.348.2445

**Mr. Keith Johnson
Engineering Services Division
300 6th Street
Rapid City, South Dakota 57701**

Highway 16 Fire Station Detention Cell
Project No. DR03-1268
CIP #~~50420~~
50440 KJ
June 18, 2008

SCOPE OF SERVICES

Design services for the Highway 16 Fire Station Detention Cell at Rapid City, South Dakota:

Stockwell Engineers, Inc. (SEI) will utilize a previously conducted topographic survey in the design phase of the Highway 16 Fire Station Detention Cell. Each task of the project and the intent thereof is summarized below.

- 1.0 Preliminary Design
 - 1.1 Topographic survey
 - 1.1.1 Conduct a limited topographic survey to verify previously conducted survey and supplement as needed.
 - 1.1.2 Show utilities, above and below ground, located in the field at the time of the survey by the utility companies, Owner or other authorized agents of utility owners. Stockwell Engineers, Inc. will contact South Dakota One Call System to arrange for location of utilities at the time of survey.
 - 1.2 Meet with City personnel to establish project scope and review available background information. SEI will prepare an agenda for the meeting and follow with meeting notes.
 - 1.3 Research property description and landowner information.
 - 1.4 Prepare preliminary plans illustrating proposed project limits.
 - 1.5 Identify easements needed both temporary and permanent.
 - 1.6 Prepare a preliminary opinion of probable construction costs.
 - 1.7 Submit five copies of the preliminary plan documents to the City of Rapid City for review.
 - 1.8 Attend Public Works and City Council meetings as needed.

2.0 Final Design Phase

- 2.1 Prepare final grading plans.
 - 2.1.1 Prepare construction documents for the extended detention basin. Stormwater routing calculation will be performed utilizing HEC-HMS software. Design of the detention cell will be in accordance with the City of Rapid City's Stormwater Design Criteria.
 - 2.1.2 Prepare construction documents for the outlet structure and emergency spillway.
 - 2.1.3 Prepare construction documents illustrating site access.
- 2.2 Prepare erosion control plans.
 - 2.2.1 Prepare construction documents illustrating location, quantity and type of erosion control devices. Design of the erosion control plan will be in accordance with the current City of Rapid City standards.
- 2.3 Prepare easement exhibits both temporary and permanent. Coordinate and meet with each individual property owners. Assist City staff during negotiations with property owners.
- 2.4 Prepare construction details as necessary for final design documents.
- 2.5 Make revisions to final documents based on review comments provided by City standard review process.
- 2.6 Prepare final construction documents including drawings and specifications. Provide five hard copies and one electronic set of final construction documents.
- 2.7 Prepare preliminary opinion of probable construction costs based on final construction documents.

3.0 Bidding Phase

- 3.1 Provide bidding documents to potential bidders.
- 3.2 Answer any questions that arise throughout the bidding process and prepare addendums if needed.
- 3.3 Prepare tabulation of bids and make a recommendation to the Owner regarding award of the project based on the bids received.

HOURLY RATES:

Principal	\$125.00	Construction Manager I	\$65.00
Senior Engineer	\$120.00	Technician V	\$67.20
Engineer V	\$93.80	Technician IV	\$63.00
Engineer IV	\$82.70	Technician III	\$52.00
Engineer III	\$78.40	Technician II	\$49.00
Engineer II	\$73.00	Technician I	\$46.00
Engineer I	\$69.00	Clerical	\$40.00
Land Surveyor	\$78.00	Two-Man Survey Crew	\$110.00
Landscape Architect	\$88.00	Three-Man Survey Crew	\$135.00
Landscape Designer	\$57.40	Survey Equipment	\$30.00
Construction Manager II	\$69.00		

Reimbursable Expenses: Reimbursable expenses shall be charged at our cost, or closest estimate thereof plus 10%. Reimbursable expenses shall include travel, blueprints, plots, copies, postage, freight, stakes, lathe, software plus related taxes specifically on behalf of the City relative to this project. Total estimated reimbursable expenses...\$2,152

PROPOSED HOURLY NOT TO EXCEED FEE:

Total Project Fee

\$28,500.00

DESIGN COMPLETION DATE:

Submit Final Plans


October 3, 2008

Respectfully submitted,

Owner:

STOCKWELL ENGINEERS, INC.
333 WEST BOULEVARD, SUITE 304
RAPID CITY, SD 57701

CITY OF RAPID CITY
300 6TH STREET
RAPID CITY, SD 57701



Jon Brown, P.E.
President

Signature - Mayor of Rapid City

Date

Attest:

Signature - Finance Officer

Date