

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

Date: December 7, 2010

Project Name & Number: Jackson Boulevard Utilities, Project No. SSW09-1509

CIP #: 50351

Project Description: Professional Engineering Services for Jackson Boulevard Utilities Project

Consultant: FMG, Inc.

Original  
Contract Amount: \$227,431.00

Original  
Contract Date: 11/03/2009

Original  
Completion Date: 3/15/2009

Addendum No: 003

**Amendment Description:** This amendment will add Tasks 4, Basic Construction Services and Task 5, Expanded Construction Services. In addition, this amendment will separate out a portion of the project to be bid and constructed separately from the DOT project. This separate project will require separate construction plans for utilities between Rapid Creek and the entrance to the Girl Scout Park. A Scope of Services shown on Exhibit A has been provided for the work included with this amendment. A new Schedule of Pay Rates shown on Exhibit B has been provided for additional personnel not included with the original contract. The maximum fee amount for the services included in this amendment are shown on Exhibit C.

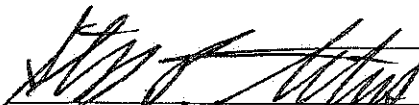
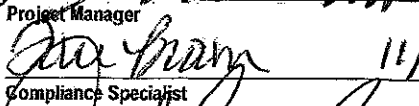
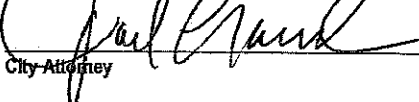
Current Contract Amount: \$440,109.00  
 Change Requested: \$75,590.00  
 New Contract Amount: \$515,699.00


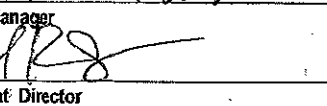
Current Completion Date: July 1, 2011  
 New Completion Date: N/A

**Funding Source This Request:**

Amount	Dept.	Line Item	Fund	Comments
\$10,205.00	833	4223	604	
\$65,385.00	933	4223	602	
\$0.00	8911	4223	505	
\$75,590.00				
	<b>Total</b>			

**Agreement Review & Approvals**

 11/19/10  
 Project Manager Date  
 11/19/10  
 Compliance Specialist Date  
 11/22/10  
 City Attorney Date

 11-19-10  
 Division Manager Date  
 11-22-10  
 Department Director 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	11/23/10	JS	<input checked="" type="radio"/> Y <input type="radio"/> N
Cash Flow			<input type="radio"/> Y <input checked="" type="radio"/> N

**AMENDMENT NO. 3 TO AGREEMENT**

**Project:** Jackson Boulevard Utilities  
Project No. SSW09-1509 / CIP No. 50351

**Background Data:** Effective Date of Agreement: November 3, 2009  
Owner: City of Rapid City  
Engineer: FMG, Inc.

**Nature of Amendment:** This amendment will add Tasks 4, Basic Construction Services and Task 5, Expanded Construction Services. In addition, this amendment will separate out a portion of the project to be bid and constructed separately from the DOT project. This separate project will require separate construction plans for utilities between Rapid Creek and the entrance to the Girl Scout Park.

**Current Contract Amount:** \$404,109.00

**Change Requested:** \$75,590.00

**New Contract Amount:** \$479,699.00

Owner and Engineer hereby agree to modify the above referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The effective date of this Amendment is: December 7, 2010.

CITY OF RAPID CITY:

ENGINEER:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
FMG, Inc.

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Finance Officer

Date Signed: \_\_\_\_\_

REVIEWED BY:

*Michelle Schweitzer*  
\_\_\_\_\_  
Michelle Schweitzer, Project Manager



**FMG ENGINEERING**  
**AMENDMENT NO. 3 TO AGREEMENT FOR SCOPE OF SERVICES**  
**FOR**  
**TASK 2 – FINAL DESIGN SERVICES AND**  
**TASK 3 – BIDDING PERIOD SERVICES**  
**TASK 4 – BASIC CONSTRUCTION SERVICES**  
**TASK 5 – EXPANDED CONSTRUCTION SERVICES**  
**JACKSON BOULEVARD UTILITIES**  
**“BREAKOUT” PROJECT**  
**Rapid Creek Bridge to Entrance to Girl Scout Park**  
**Project No. SSW09-1509 CIP No. 50351**  
**PCN X01D**

**GENERAL**

The City of Rapid City proposes to reconstruct various water transmission lines, water distribution lines, sanitary sewers, storm sewers and other drainage improvements in conjunction with SDDOT reconstruction of a portion of Jackson Boulevard.

To facilitate construction of the South Dakota Department of Transportation Project P 0044(129)42, SD Highway 44, Pennington County, Grading, PCC Paving, Storm Sewer, Curb & Gutter, Roadway Lighting, & Traffic Signals, PCN 00X9 and companion project for water and sewer, the City plans to design, bid and construct the “Breakout Project” before the main project is constructed. The “Breakout Project” will include the proposed water and sewer facilities located within the “Breakout Project” limits.

The project limits for the “Breakout Project” include Jackson Boulevard from the east end of the Rapid Creek Bridge to the entrance to the Girl Scout Park.

Professional services included under this contract modification are Task 2 – Final Design Services, Task 3 Bidding Period Services, Task 4 Basic Construction Services and Task 5 Expanded Construction Services. Services shall be in general conformance with the RFP and in accordance with the Contract dated November 3, 2009.

Individual tasks and subtasks to complete the work are shown in Exhibit C - Task Schedule. The list of tasks will not be necessarily limited to those shown. Tasks will be added or deleted as needed to complete the project.

**RESIDENT PROJECT REPRESENTATIVE FOR TASK 5**

The Consultant shall 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 herein. The furnishing of such RPR's services will not limit, extend, or modify Consultant's responsibilities or authority except as expressly set forth in herein

- A. Consultant shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist Consultant in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full time representation or may provide representation to a lesser degree as work activities require.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the Work. However, 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 the 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 at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are limited to those of the Consultant in the Professional Services Agreement with the Client and described as follows:
  1. RPR is Consultant's agent at the Site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Consultant and Contractor, keeping Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.
  2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
  3. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:
  - a. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-Site operations.
  - c. Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
5. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
6. Shop Drawings and Samples:
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Consultant of availability of Samples for examination.
  - c. Advise Consultant and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Consultant.
7. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Consultant. Transmit to Contractor in writing decisions as issued by Consultant.
8. Review of Work and Rejection of Defective Work:
  - a. Conduct on-Site observations of Contractor's work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Consultant whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

## 9. Inspections, Tests, and System Startups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Client's personnel, and that Contractor maintains adequate records thereof.
- b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.

## 10. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Consultant.

## 11. Reports:

- a. Furnish to Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Consultant proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Consultant and Client copies of all inspection, test, and system start-up reports.

d. Immediately notify Consultant of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern. .

12. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Completion:

a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Consultant concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items) unless authorized by the Consultant.

2. Exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Client or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Consultant.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Client to occupy the Project in whole or in part.

**PROJECT SCHEDULE**

Project schedule for this amendment is as outlined below:

NOTICE TO PROCEED	December 7, 2010
FINAL DESIGN REVIEW SUBMITTAL TO CITY	January 7, 2011
CITY REVIEW COMMENTS TO FMG	January 14, 2011
FINAL CONSTRUCTION DRAWINGS TO CITY	January 21, 2011
BID OPENING	February 15, 2011
BID AWARD	February 21, 2011



**RATE SCHEDULE**  
**FOR AMENDMENT #3 TO**  
**JACKSON BOULEVARD UTILITIES**  
**Rapid Creek Bridge to Mountain View Road**  
**Project No. SSW09-1509 CIP No. 50351**  
**PCN X01D**

The rates established in the original contract dated November 3, 2010 remain valid for Amendment #3. Additional rates are established herein for personnel not included on that original contract rate schedule that are required for Amendment #3 Task 5 Expanded Construction Services.

FMG ENGINEERING – PRIME CONSULTANT

Senior Materials Specialist	\$90.00/hr
Soils Technician	\$50.00/hr
Construction Observer	\$65.00/hr

**AMENDMENT 3 FOR BREAKOUT PROJECT  
EXHIBIT C TASK SCHEDULE  
TASK 2 FINAL DESIGN, TASK 3 BIDDING PERIOD,  
TASK 4 BASIC CONSTRUCTION, AND TASK 5 EXPANDED CONSTRUCTION SERVICES  
JACKSON BLVD UTILITIES - "BREAKOUT PROJECT"  
RAPID CREEK TO GIRL SCOUT PARK ENTRANCE ROAD  
Project No. SSW09-1509  
November 8, 2010**

**TASK 2 - FINAL DESIGN SERVICES**

<b>TASK 2-FD1</b>	<b>Meetings, Overall Coordination, Reports</b>	
FD1.1	Design Coordination Meetings and Minutes	\$840.00
FD1.2	Utility Coordination Meetings	\$180.00
FD1.3	Complete and Submit Flood Management Checklist	\$180.00
FD1.4	Submittals to DENR - Address Comments	\$210.00
FD1.5	Final Design Report	\$1,140.00
	<i>Task FD1 Manhour Subtotal</i>	\$2,550.00

<b>TASK 2-FD2</b>	<b>Final Review Bid Proposal, Specifications, and Drawings</b>	
FD2.1	Cover Sheet	\$120.00
FD2.2	Plan Note Specification Sheets	\$1,320.00
FD2.3	Quantity Takeoff	\$780.00
FD2.4	Overall Estimate of Quantities Sheet	\$540.00
FD2.5	Tables of Quantities Sheets	\$1,020.00
FD2.6	Survey Control and Alignment Sheets	\$420.00
FD2.7	Water and Sewer Plan convert DOT to City 11x17 (est 4 sheets)	\$330.00
FD2.8	Water and Sewer Profile convert DOT to City 11x17 (est 4 sheets)	\$330.00
FD2.9	Corrosion Protection and Details	\$2,040.00
FD2.10	Erosion and Sediment Control Plans	\$1,240.00
FD2.11	SWPPP	\$880.00
FD2.12	Standard Detail Sheets	\$660.00
FD2.13	Special Detail Sheets	\$1,080.00
FD2.14	Traffic Control Sheets	\$2,480.00
FD2.15	Project Manual Special Provisions/Spec Book Items	\$960.00
FD2.16	Cost Estimate	\$1,320.00
FD2.17	Quality Control Reviews, Plan Checking, Oversight	\$2,300.00
FD2.18	Expendables and Mileage	\$250.00
	<i>Task FD2 Manhour Subtotal</i>	\$18,070.00

<b>TASK 2-FD3</b>	<b>Final Construction Drawings</b>	
FD3.1	Final Revisions and Plotting	\$1,920.00
	<i>Task FD3 Manhour Subtotal</i>	\$1,920.00

<b>BD1</b>	<b>TASK 3 BIDDING PERIOD SERVICES</b>	
BD1.1	Pre-Bid Meeting	\$180.00
BD1.2	Plans and Specification Interpretation	\$600.00
BD1.3	Prepare and Issue Addenda	\$930.00
BD1.4	Expendables and Mileage	\$100.00
	<i>Task BD1 Manhour Subtotal</i>	\$1,810.00

**AMENDMENT 3 FOR BREAKOUT PROJECT  
EXHIBIT C TASK SCHEDULE  
TASK 2 FINAL DESIGN, TASK 3 BIDDING PERIOD,  
TASK 4 BASIC CONSTRUCTION, AND TASK 5 EXPANDED CONSTRUCTION SERVICES  
JACKSON BLVD UTILITIES - "BREAKOUT PROJECT"  
RAPID CREEK TO GIRL SCOUT PARK ENTRANCE ROAD  
Project No. SSW09-1509  
November 8, 2010**

<b>BC1</b>	<b>TASK 4 BASIC CONSTRUCTION SERVICES</b>	
BC1.1	Prepare Notice to Proceed	\$90.00
BC1.2	Preconstruction Meeting	\$180.00
BC1.3	Clarifications for Drawings and Specifications	\$840.00
BC1.4	Recommendations for Changed or Unknown Conditions	\$780.00
BC1.5	Review Shop Drawings, Mix Designs, Materials & Other Submittals	\$1,020.00
BC1.6	Prepare "As-Built" Drawings	\$840.00
BC1.7	Expendables and Mileage	\$100.00
	<i>Task BC1 Manhour Subtotal</i>	<b>\$3,850.00</b>

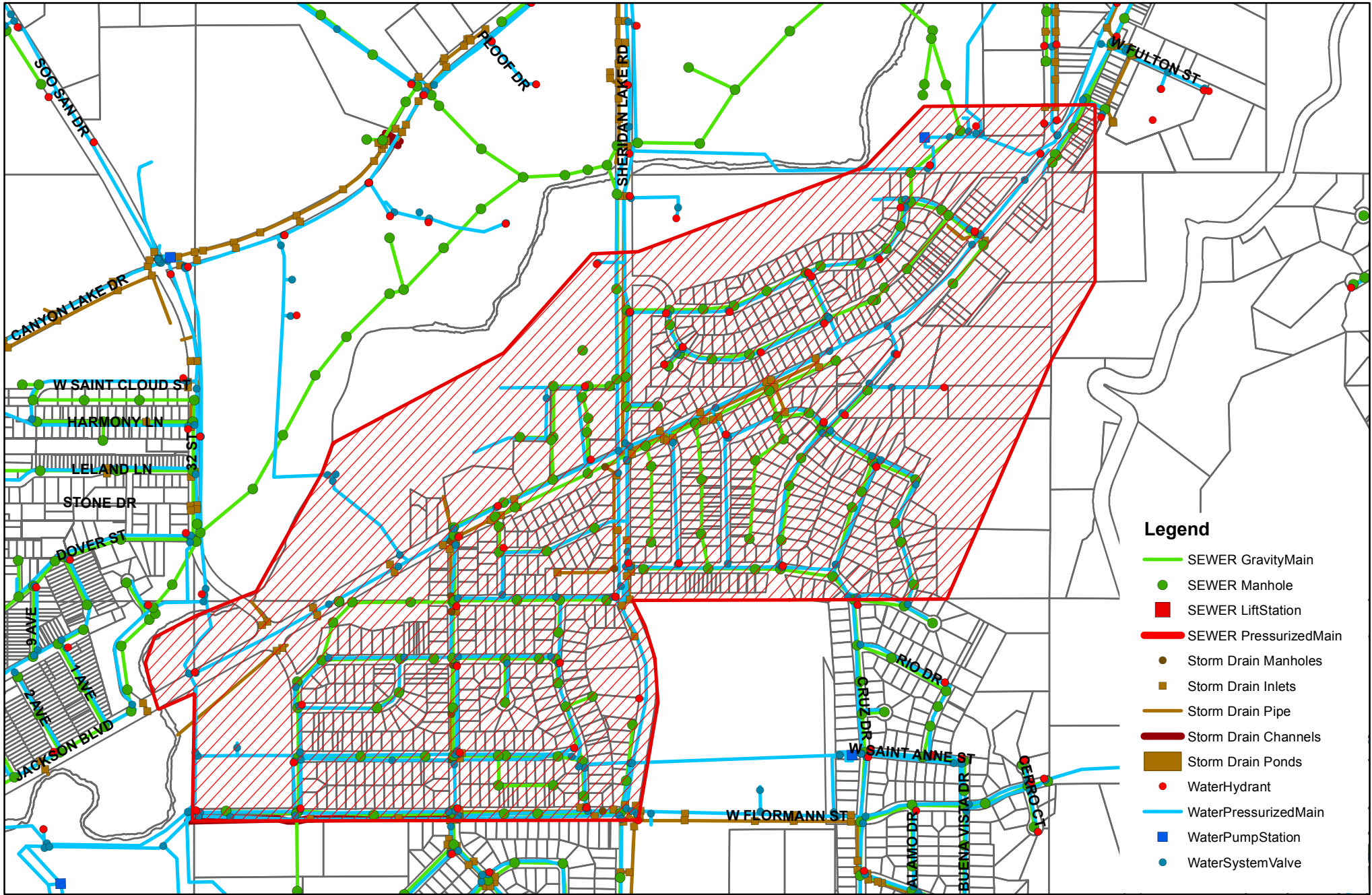
<b>EC1</b>	<b>TASK 5 EXPANDED CONSTRUCTION SERVICES</b>	
EC1.1	PSA's	\$90.00
EC1.2	Biweekly Progress Meetings and Minutes	\$1,320.00
EC1.3	Periodic Construction Observation (Engineer 12wks @ 8 hrs/wk)	\$8,760.00
EC1.4	Periodic Construction Observation (Const. Obs. 2wks @ 20 hrs/wk)	\$2,600.00
EC1.5	Full Time Construction Observation (Const. Obs. 8 wks @ 40 hrs/wk)	\$20,800.00
EC1.6	Storm Water Inspections	\$1,440.00
EC1.7	Material Testing, Soils Compaction, Special Observations, Reporting	\$7,760.00
EC1.8	Prepare & Submit Monthly Estimates of Quantities	\$1,080.00
EC1.9	Prepare Change Orders, Recommendations	\$720.00
EC1.10	Prepare and Submit Project Punch List-Oversee Completion	\$880.00
EC1.11	Prepare and Submit Construction Project Close Out Checklist	\$760.00
EC1.12	Prepare Letter of Certification of Project Completions	\$90.00
EC1.13	Prepare Letter to DENR	\$90.00
EC1.14	Expendables and Mileage	\$1,000.00
	<i>Task EC1 Manhour Subtotal</i>	<b>\$47,390.00</b>

<b>TOTAL ALL TASKS</b>	<b>\$75,590.00</b>
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# FIGURE 1 of EXHIBIT "A"

PW113010-22

SCALE 1" = 800'



**JACKSON BLVD UTILITIES PROJECT**  
**PROJECT NO. SSW09-1509 CIP NO. 50351**

Item #23