

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

Date:

**Project Name & Number:** Street Maintenance Administrative Improvements  
Project # 16-2320

**CIP #:** 51109

**Project Description:** Renovation of 5300sf Street Maintenance Administrative offices, restroom and locker room facilities.

**Consultant** Upper Deck Architects

**Original Contract Amount:** \$46,500

**Original Contract Date:** 2-16-16

**Original Completion Date:**

**Addendum No:**

**Amendment Description:**


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


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

**Funding Source This Request:**

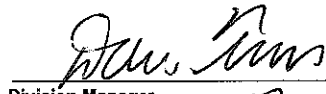
Amount	Dept.	Line Item	Fund	Comments
\$46,500.00	8915	4223	505	
\$46,500.00	<b>Total</b>			


### Agreement Review & Approvals

 \_\_\_\_\_ 2-3-16  
 Project Manager Date

 \_\_\_\_\_ 2/3/16  
 Compliance Specialist Date

\_\_\_\_\_  
 City Attorney Date

 \_\_\_\_\_ 2-4-16  
 Division Manager Date

 \_\_\_\_\_ 2-4-16  
 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
2/5/16	JES	(Y) N
		Y N

AGREEMENT BETWEEN THE CITY OF RAPID CITY  
AND UPPER DECK ARCHITECTS FOR  
STREET MAINTENANCE ADMINISTRATIVE IMPROVEMENTS  
PROJECT NO. 16-2320 / CIP NO. 51109

- 1) This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701, a municipal corporation organized under the laws of the state of South Dakota, hereinafter referred to as the "City," and Upper Deck Architects, hereinafter referred to as the "Consultant."
- 2) Specifications to be followed under this contract are the City of Rapid City Standard Specifications for Public Works Construction (Current Edition) and any Special Provisions, Special Conditions, and/or Detailed Specifications pertaining to this contract.
- 3) The Consultant agrees to perform the work described in the attached proposal. In exchange, Consultant shall be compensated in an amount not to exceed \$46,500.00. The Consultant will only be paid for work actually performed. This Agreement along with attached Scope of Services constitutes the entire agreement between the City and Consultant and supersedes all prior written or oral communications. In the event any terms of this agreement conflict with the attached quote, this agreement shall control.
- 4) The Consultant agrees to indemnify, defend and hold the City harmless against all liability, loss, damage, costs, and expenses including, but not limited to, costs of defense and reasonable attorney's fees, which the City may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of the Consultant and resulting in injury (including death) to any person or damage to any property to the extent such are caused by or are alleged to be caused by the Consultant or its employees, any subcontractor or its employees, or any person, firm, partnership, or corporation employed or engaged by the Consultant.
- 5) Payment for the work will be made to the Consultant by check after the completion of the contracted work, receipt of a signed voucher, and approval by the Council. Payment shall be made within 45 days after receipt of a signed voucher.
- 6) The Consultant is an independent entity and not an employee, agent, or partner of the City.
- 7) The Consultant shall obtain and maintain at its expense the following minimum limits of occurrence-based insurance coverage for the duration of this Agreement.

**Type of Coverage**

**Minimum Limits of Coverage**

A.	Workers' Compensation Employer's Liability	Statutory \$500,000/\$500,000/\$500,000
B.	Comprehensive General Liability  (Including Contractual Liability and Completed Operations) Bodily Injury and Property Damage General Aggregate	  \$1,000,000 each occurrence \$2,000,000

**Type of Coverage**

**Minimum Limits of Coverage**

C. Commercial Automobile Liability

\$1,000,000 combined single limit

Such insurance policies shall name the City of Rapid City as an additional insured with respect to all activities arising out of the performance of the work and/or services under this Agreement. Acceptable Certificates of Insurance and Endorsements confirming the above coverage shall be filed with the City before commencing any work and/or services. Such Certificates shall afford the City thirty (30) days written notice of cancellation or of a material change in coverage. The City's failure to obtain from the Consultant a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements. This paragraph shall in no way limit the provisions of the indemnity section.

8) This Agreement is made and entered into by the Director of Public Works pursuant to the authority granted by SDCL 9-1-5 and Section 3.04.090 of the Rapid City Municipal Code.

9) The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

10) The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any portion of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

UPPER DECK ARCHITECTS

\_\_\_\_\_

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

Its: \_\_\_\_\_

CITY OF RAPID CITY

\_\_\_\_\_  
MAYOR

ATTEST

\_\_\_\_\_  
FINANCE OFFICER



**UPPER DECK**  
ARCHITECTS, INC.

50 MINNESOTA ST. - SUITE 1  
RAPID CITY, SD 57701  
PH: 605 721-0237  
FAX: 605 721-0240

February 3, 2016

Mr. Rod Johnson  
Rapid City Public Works Department  
300 6<sup>th</sup> Street  
Rapid City, SD 57701-2724

Re: Rapid City Street Department Office Renovation  
Rapid City, South Dakota

Dear Rod:

Please accept this letter as the proposal for Upper Deck Architects, Inc. to provide professional design services for the design, bidding, and construction administration for renovating approximately 5,300 square feet within the existing Rapid City Street Department facility located at 605 Steele Avenue in Rapid City.

**Scope of the Project:**

The existing area of the proposed renovation includes the office area, locker room, restroom, lunch room, tools, and parts storage. We have received a concept plan from the owner indicating their desire for space allocation that will be reviewed and sized to meet local codes and ordinances as applicable. Renovated spaces will include offices, 5-person conference room (future offices), lunchroom, and 60 unit locker room with restrooms. No civil work is expected for the project. Existing facility floor slab is currently at two different elevations of approximately 6"-7" and will require ramps to be incorporated. Design will look at utilization of existing roof top units; however these are 20 plus years old and may require replacement. Per request of the owner, Upper Deck will evaluate the condition of the existing membrane roof and only incorporate replacement if required with the understanding that replacement cost will be above the current anticipated construction budget.

Preliminary construction budget has been identified as \$360,000, including design fees.

**Scope of Services:**

Services provided under this proposal will include, but are not limited to:

- Field verification of existing conditions.
- Meeting with Street Department personnel as required to verify and review scope of the project.
- Construction Documents.
- Bidding Phase services.
- Construction Administration services.

Upper Deck Architects will provide architectural, mechanical engineering and electrical engineering services to complete Construction Documents, Bidding Services and Construction Administration Services for the project. Upper Deck intends to utilize Skyline Engineering for mechanical and electrical services.

**Proposed Fees:**

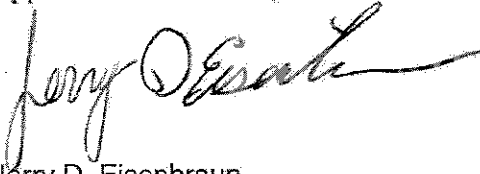
Upper Deck Architects will complete the work identified above for a lump sum fee of **Forty One Thousand, Five Hundred Dollars (\$41,500.00)**. The fee is further broken down as follows:

Construction Documents:	\$29,050.00
Bidding:	\$ 3,000.00
<u>Construction Administration:</u>	<u>\$ 9,450.00</u>
 Total Fees:	 \$41,500.00

This fee does not include any anticipated reimbursable expenses or applicable taxes. Those will be billed at 1.10 times their direct cost to Upper Deck Architects. We estimate approximately \$5,000.00 in reimbursable expenses which includes cost of bidding documents.

We trust that this proposal meets with your anticipated needs. If so, please issue a Work Order for the project and we will start the work immediately. Please feel free to call me with questions.

Upper Deck Architects, Inc.



Jerry D. Eisenbraun  
Project Manager