

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

Date: 3/23/06

Project Name & Number: East Hwy 44 Utilities Reconstruction, SSW05-1469

CIP #: 50479

Project Description: Adjustment of Sewer Manholes, Vents, & Fire Hydrants; Waterline Lowerings; and Utility Casings on SDDOT Project P0044 (52)50, PCN 6437, Hwy 44 Reconstruction – Longview Rd. to Airport Rd.

Consultant: Kadrmas, Lee, & Jackson, Inc.

Original Contract Amount: \$ 65,052.50	Original Contract Date: 4/03/06	Original Completion Date: 11/01/07
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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	Comments
\$16,252.50	933	4223	Water Utility Adjustment Design/Construction Observation
\$48,800.00	833	4223	Sewer Utility Adjustment Design/Construction Observation
\$65,052.50	Total		

Agreement Review & Approvals

Project Manager _____	Date	Division Manager _____	Date
Department Director _____	Date	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	
Appropriation			Y	N
Cash Flow			Y	N

KLJ PROJECT NO. 10406101

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 Kadmas, 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 **East Highway 44 Utilities Reconstruction Project, SSW05-1469 CIP #50479**, 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.

- **Project Management and Coordination**
The KL&J Project Manager will provide overall coordination of the work of the design team members, including interaction with the City of Rapid City; Public Works and Fire Department; and the SDDOT as applicable.
- **Design Review Submittals and Reviews**
The Design Team will submit plans and specifications to the City of Rapid City and SDDOT at two milestones during the project design. These submittals will be made at 50% and 95% complete. It is anticipated that field reviews will be made at minimum intermittent intervals with the SDDOT.

PHASE 2 – Design

ENGINEER shall provide a complete design to provide utility adjustments along the project route. Said services shall include:

- **Topographic Surveys**
Field surveys to identify vertical and horizontal field datum of each manhole will be conducted. Vertical datum and additional survey data to be provided by the City/SDDOT.
- **Base Map**
A base map will be provided by the City/SDDOT which includes all of the survey features collected, contours and proposed routes.
- **Establish Vertical Manhole Adjustments**
Upon completion of the field surveys and obtaining the base map, KL&J will establish the proposed manhole adjustments for the project based on the guidelines in the City of Rapid City Design Manuals, SDDOT Design Manual and the AASHTO Policy on Geometric Design of Highways and Streets 2001. This work will be closely coordinated with the layout of the roadway reconstruction as designed by the SDDOT.
- **Plan & Bid Item Coordination**
KL&J will develop the proposed plans for the project in accordance with the City of Rapid City Drafting Standards. The project specifications will be the City of Rapid City Standard Specifications with supplements as necessary. All bid items will be coordinated with the SDDOT.

- Quantity Calculations
Perform design calculations to determine the appropriate quantity for each item of work to be performed.
- Evaluate Existing Utilities
Evaluate and coordinate with municipal and private utilities with regards to impacts resulting from proposed improvements, and any expansion of private utilities that may be incorporated into the proposed project. Identify conflicts between existing utilities and planned design aspects. Notify and coordinate with utility owners of conflicts and necessary relocations. Utility adjustments to include:
 - Vertical manhole adjusts and vents
 - Fire hydrants and associated valves
 - Watermain and sewermain casings for future crossings
 - Lowering/encasement of existing facilities due to proposed conflicts
- Preliminary Opinions of Cost
Preliminary opinions of costs will be prepared for each alternative and will be based upon recent construction costs of standard bid items for the City of Rapid City, SDDOT and industry standards.
- Final Plan Revisions
Prepare and furnish final drawings with sufficient number of copies for review, bidding and contracts. Stamp and sign all plans with the seal of the Professional Engineer in charge of the project design.
- Final Specifications and Bidders Proposal
Prepare and furnish final Specifications and Bidders Proposal with sufficient number of copies for review, bidding and contracts. Stamp and sign all specification documents with the seal of the Professional Engineer in charge of the project design.
- Final Quantities and Opinions of Costs
Prepare and furnish final quantities and opinions of costs with sufficient number of copies for review, bidding and contracts.
- Assist with Bidding Process
Prepare appropriate addendums and assist in analyzing bid proposals, reviewing bid tabulation and make a recommendation of construction contract award as requested.

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:

- Assist with Pre-construction Conference
Attend and assist with the project pre-construction conference with proper authority.
- Shop Drawing Review
KL&J will provide shop drawing review of the appropriate items incorporated into the plans and specifications. Shop drawing review comments will be submitted to the appropriate parties.
- Provide Part-time Field Observation
KL&J will provide part-time construction observation during periods of work on controlling items of work pertaining to the utility reconstruction. Observation efforts will be coordinated with the appropriate SDDOT construction staff on the project.
- Attend Weekly Construction Meetings
KL&J will attend as required the SDDOT construction meetings during periods of utility reconstruction to coordinate the appropriate project activities.
- Assist with Contractor Pay Request
Provide the City of Rapid City with the information required to complete periodic pay estimates to the Contractor for work completed on the utility reconstruction.

- Assist with Change Orders
Provide the City of Rapid City with the information required to complete change orders to the Contractor on the utility reconstruction.
- Project Closeout
Attend the final project review meeting and assist with the development of a project closeout list. Review construction activities as they pertain to the project closeout list.
- Prepare Record Drawings
Verify final constructed field quantities and prepare record drawings of the construction based on data provided by the Contractor and from field observations. Provide record 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 \$65,052.50 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 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 its 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 termination 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.....	March 22, 2006
Notice to Proceed with Design.....	April 4, 2006
95% Plans and Engineer's Opinion of Project Costs.....	August 4, 2006
Final Plans and Specifications Complete.....	September 1, 2006
Bid Opening Date.....	October 18, 2006
Project Construction Completion Date.....	2007

INSURANCE

ENGINEER shall at all times during the term of this Agreement maintain its General Liability insurance with a minimum of a One Million Dollar (\$1,000,000) limit per occurrence or equivalent. ENGINEER shall furnish the OWNER with a certificate of insurance acceptable to OWNER. Such certificate shall be attached hereto and incorporated herein along with a statement generally describing the coverage therein contained. Said insurance 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. Such certificates shall afford OWNER thirty (30) days written notice of cancellation or a material change in coverage. OWNER'S failure to obtain from the ENGINEER 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.

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.

The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER'S negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER'S negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

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:

OWNER:

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

JIM SHAW - MAYOR
CITY OF RAPID CITY, SOUTH DAKOTA

Witness

JAMES F. PRESTON – FINANCE OFFICER
CITY OF RAPID CITY, SOUTH DAKOTA