

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

Date: **May 6, 2013**

Project Name & Number: Northridge Water Booster Station, Project No.: W10 - 1898

CIP #: 50834

Project Description: To provide construction administration services. Additional services required by Engineer caused by delays in the completion of the project. The delays are a result of conditions beyond the control of the Engineer and the project Contractor. The completion of the Northridge Reservoir project (a project integrally tied to this project) was delayed and therefore created a situation where this project could not be completed per the original contract.

Consultant: Dream Design International, Inc.

Original Contract Amount: \$69,200.00	Original Contract Date: October 19, 2010	Original Completion Date: Project Warranty Expiration
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Addendum No:


Amendment Description:

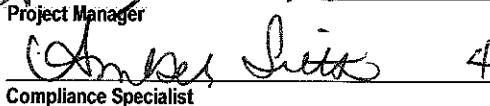
Current Contract Amount: \$69,200.00	Current Completion Date: Prjct Warranty Expiration
Change Requested: \$15,460.00	
New Contract Amount: \$84,660.00	New Completion Date: Prjct Warranty Expiration

Funding Source This Request:


Amount	Dept.	Line Item	Fund	Comments
\$15,460.00	934	4223	602	Developer is to reimburse City for these costs
\$15,460.00	Total			

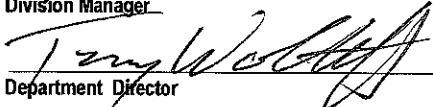
Agreement Review & Approvals

 4/24/13
Project Manager Date

 4/25/13
Compliance Specialist Date

City Attorney Date

 4-25-13
Division Manager Date

 4-25-13
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	4/29/13	JD	(Y) N
Cash Flow			Y N

AMENDMENT NO. 1 (final) TO AGREEMENT

Project: Northridge Water Booster Station, Project No. W10 - 1898 / CIP No. 50834

Background Data: Effective Date of Agreement: October 19, 2010
Owner: City of Rapid City
Engineer: Dream Design International, Inc.

Nature of Amendment: Additional services required by Engineer caused by delays in the completion of the project. The delays are a result of conditions beyond the control of the Engineer and the project Contractor. The completion of the Northridge Reservoir project (a project integrally tied to this project) was delayed and therefore created a situation where this project could not be completed per the original contract.

Current Contract Amount: \$69,200.00 **Completion Date:** Warranty expiration date

Change Requested: \$15,460.00

New Contract Amount: \$84,660.00 **Completion Date:** Warranty expiration date

Owner and Engineer hereby agree to modify the above referenced Agreement as set forth in this Amendment. Exhibit A and B are incorporated in the Amendment by reference. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The effective date of this Amendment is: May __, 2013.

CITY OF RAPID CITY:

ENGINEER:

By: _____
Mayor

By: _____
Dream Design International, Inc.

Date Signed: _____

Date Signed: _____

ATTEST:

By: _____

REVIEWED BY:

Finance Officer

Project Manager

Date Signed: _____

Stacey Titus 4/24/13

Stacey Titus, P.E.



This is Attachment 1, consisting of pages 1 and 2
Amendment No. One, dated _____

Initial:
OWNER S.P.T. 4/29/13
ENGINEER _____

A1. The Scope of Services currently authorized to be performed by the Engineer in accordance with the Agreement is modified as follows:

1. The City of Rapid City has requested this amendment to compensate the Engineer for additional services required to continue providing construction administration services during an extended project period. Due to circumstances beyond the Engineers control, the project completion date has been extended from August 12th, 2011 to approximately September 2012. The City recognizes the extended length of time required to oversee the project will increase the construction administration fees. The anticipated services include the following:

Task 6.01 - Professional Fees from August 12, 2011 to January 15th, 2012

Consultant has rendered services involved with the contract completion date, including coordinating discussion at meetings, emails, preparing contractor RFPs and extensions and clarifying work requirements with Contractor, preparing and negotiating RFP for additional services provided to the City.

Task 6.02 - Project Maintenance Fees from January 15th, 2012 to June 15th, 2012

Consultant anticipates maintaining routine contact with the City and Contractor to answer questions, ensuring contractor is performing services associated with Contractor's RFP, document project conditions and resolve any issue that may occur. Occasional site visits may be conducted, approximately once per month.

Tasks 6.03, 6.04, & 6.5 - Project Kick Off Fees

Consultant shall perform services needed to coordinate the resumption of the project construction and communicate this to City, Contractor, and Public. It is anticipated a kickoff meeting on or around June 15th, 2012 will be conducted to familiarize all parties on project requirements, schedule, and plan of action.

Tasks 5.04, 5.05, 5.06, 5.07, & 5.10 - Time Related Routine Construction Services

Consultant shall perform routine services for the project that are directly related to length of the construction period. The original contract was based on a fixed project construction period and included fees for services that happen routinely on a daily, weekly, and monthly basis. As the length of the construction period increases, these required services continue to be necessary and were not included in the original contract. These services include Progress Meetings, Site Visits, Progress Reports, Stormwater Inspections, and Pay Requests. It is estimated that additional routine construction administration services will be required for an additional period.

4/23/2013

A2. For the Additional Services or the modifications to services set forth above, the OWNER shall pay Engineer the following modified compensation:

Original Contract: \$69,200.00 (Sixty-Nine Thousand Two Hundred Dollars)

Revised Contract: \$84,660.00 (Eighty-Four Thousand Six Hundred and Sixty Dollars)

Increase of: \$15,460.00 (Fifteen Thousand Four Hundred and Sixty Dollars)

A.3. The schedule for rendering services will remain unchanged with this amendment.

Construction Administration - 90 days past construction, per original contract. S.P.T. 4/24/13

A.4. The professional fee hourly rate schedule remains unchanged with this amendment.

Exhibit B provides the breakdown of professional fees proposed for Amendment 1.

Northridge Booster Station
Amendment 1 Professional Fees
January 12th, 2012

TASK 1 - PRELIMINARY DESIGN SERVICES:								\$ -
TASK 2 - FINAL DESIGN SERVICES:								\$ -
TASK 3 - BIDDING SERVICES: LUMP SUM								\$ -
TASK 5 - EXPANDED CONSTRUCTION SERVICES								\$ 13,960.00
5.04	PROGRESS MEETINGS (FOR ESTIMATED 6 WEEK PERIOD BEYOND MAY 15TH, 2012)	1.00	1.00		8.00		2.00	\$ 1,120.00
5.05	DAILY SITE VISITS (FOR ESTIMATED 6 WEEK PERIOD BEYOND MAY 15TH, 2012)				40.00			\$ 3,800.00
5.06	DAILY PROGRESS REPORTS (FOR ESTIMATED 6 WEEK PERIOD BEYOND MAY 15TH, 2012)				20.00		6.00	\$ 2,260.00
5.07	STORMWATER INSPECTIONS (FOR ESTIMATED 6 WEEK PERIOD BEYOND MAY 15TH, 2012)				3.00			\$ 285.00
5.10	PAY REQUESTS (FOR ESTIMATED 6 WEEK PERIOD BEYOND MAY 15TH, 2012)				8.00			\$ 760.00
TASK 6 AMENDMENT 1 ADDITIONAL SERVICES								
PROFESSIONAL FEES FROM AUGUST 12, 2011 TO JANUARY 15TH, 2012								
6.01	- Per DDI summary attached							\$ 1,785.00
PROJECT MAINTENANCE FEES FROM JAN 15TH TO MAY 15TH, 2012								
6.02	- Weekly project maintenance, 16 weeks		2.00		16.00		8.00	\$ 2,220.00
PROJECT KICK OFF FEES								
6.03	- Public Service Announcements				1.00		1.00	\$ 155.00
6.04	- Notify Property Owners		1.50		2.00		2.00	\$ 475.00
6.05	- Kick off Meeting		2.00		8.00		2.00	\$ 1,100.00

Hourly Total - Per Professional		0.00	6.50	0.00	106.00	0.00	8.00	
Subtotal Professional Fee		\$130.00	\$110.00	\$95.00	\$95.00	\$90.00	\$60.00	
Sub-Consultants								Total Cost
West Plains Engineering								\$ 1,500.00
Total (Sub-Consultants)								\$ 1,500.00
Summary								
Task Three Fee Total								\$ -
Task Four Fee Total								\$ -
Task Five Fee Total								\$ 13,960.00
Contract Amount, Task Three, Four and Five								\$ 13,960.00

PROJECT SUMMARY

subconsultants	\$ 1,500.00
task 3	\$ -
task 4	\$ -
task 5	\$ 13,960.00
total project	\$ 15,460.00