

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

Date: March 19, 2007

Project Name & Number: 44th Street Reconstruction, West Chicago to West Main; Project No. CIP #: 50365
ST05-1435

Project Description: Reconstruction of storm sewer with attendant sewer main realignment, water and sewer mains and services and street reconstruction

Consultant: Kadrmaz, Lee and Jackson, Inc.

Original Contract Amount: \$189,017.90	Original Contract Date: April 6 April, 2007	Original Completion Date: October 31, 2007
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Amendment Number:

Amendment Description:

Current Contract Amount: \$189,017.90	Current Completion Date: October 31, 2007
Change Requested:	
New Contract Amount: \$189,017.90	New Completion Date:

Funding Source This Request:

Amount	Dept.	Line Item	Comments
\$17,185.00	833	4223	
\$68,732.90	8910	4223	
\$85,915.00	8911	4223	
\$17,185.00	933	4223	
\$189,017.90	Total		

Agreement Review & Approvals

3/19/2007

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. 10407101

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 Kadrmas, 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 **44th Street Reconstruction Project, ST05-1435 CIP #50365**, herein defined as the 44th Street Reconstruction Project, consisting of the following **Scope of Services**:

ENGINEER shall provide a complete design, bidding and construction services to address water main, sewer main, storm water system, and pavement reconstruction or restoration needs for the identified project area. Said services shall include:

Preliminary Design Phase

Preliminary Design shall be performed for 44th Street, from West Chicago Street south to approximately Bellewood Drive. The focus of the preliminary design will be to provide direction for the entire project limits so that phasing of the final design and construction can be performed.

- Research & review historical documents relative to the project area.
- Provide Preliminary Design for 44th Street from West Chicago Street to Bellewood Drive and West Main Street east and west of this intersection to provide temporary transitions as needed.
- Provide conceptual layout (3 variations) of the 44th Street and South Canyon Drive intersection realignment with cost estimates.
- Sewer main service area determination and sewer main design option(s) investigations and coordination with the 43rd Court Water-main Reconstruction Project.
- Utility locations and coordination meeting with affected utility companies for their installations.
- Water transmission main modeling scoping and perform contract coordination with sub-consultant.
- Water main layout for transmission main and local service mains as needed.
- Storm water system calculations & design (local basins impacting 44th Street and Main Street.).
- Storm water system design (major drainage) including preliminary plan & profile design for 44th Street storm sewer as identified in the West Chicago Street Reconstruction Project ST02-1071/ preliminary design for a Precast Reinforced Concrete Box Culvert crossing in the intersection of West Main Street and 44th Street and preliminary design for open channel transitions upstream and downstream of the crossing.
- Topographic & Land surveys including right-of-way & easement research as needed.
- Plan & profile sheet preparation (preliminary) & associated preliminary design for sewer, water, storm sewer and street work.
- Preliminary cost estimate(s) for various preliminary design options.
- Project Coordination.
- Meetings with property owners.
- Meetings with Public Works staff.
- Preliminary Design Report Preparation.

Final Design Phase

Final Design shall be performed for construction to be undertaken in the vicinity of the intersection of 44th Street and West Main Street. The focus of the final design will be for providing plans and specifications needed to construct the intersection and provide for necessary transitions north, south, east and west from the intersection for roadway, storm water and utility construction.

- Design of the intersection of 44th Street and W. Main Street along with the major Reinforced Box Culvert crossing, local storm sewer, local water and sewer mains, water transmission line(s) and adjustments in the intersection and transitions of roadway, storm sewer and utilities in all directions necessary to perform intersection work.
- Construction easement preparation.
- Final Plan & Profile sheet preparation and associated detailed design.
- Erosion Control Plan.
- Construction Traffic Control Plan.
- Construction Sequencing Plan.
- Detailed specifications.
- Final Cost estimate.
- Utility Company plan submittals and review.
- Final deliverables preparation and reproduction.
- Meetings with Public Works staff.

Note: Fees for future final design, bidding, and construction phases to be negotiated at a later date once the scope of those services is determined.

Bidding Phase

- Advertisement preparation and submittals.
- Print and issue plans and specifications.
- Bid document preparation.
- Attend Pre-bid Conference, address questions, prepare and issue addenda.
- Bid opening, review, bid tab preparation and submittals to Public Works & bidders.
- Contract preparation and submittals.
- Construction contract document reviews and submittals to City for signing.
- Prepare and issue Notice to Proceed.
- Meetings with PW staff and contractor as necessary.

Construction Phase

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:

- Attend pre-construction conference and progress meetings.
- Review and take action on shop drawings, testing results, and other submittals.
- Provide the line and grade stakes & removal limits marking necessary for construction.
- Distribute Public Service Announcements.
- Provide daily observation and documentation of all critical project activity with pictures and diary entries.
- Provide weekly, written observation/progress reports to Public Works staff.

- Provide materials testing, as needed to verify contractor's results.
- Provide "as constructed" drawings to Public Works staff on 22"x34" mylar and in digital format in AutoCAD Release 2006 or prior release.
- Prepare monthly progress payment estimates to contractor prior to submitting to OWNER for payment.
- Prepare and submit project completion punch list items to Contractor and Public Works Department.
- Issue a "final completion and project acceptance" letter to contractor, which begins the two-year project warranty.

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 all Phases shall not exceed \$ 189,017.90 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 Preliminary Design Phase submittal, ENGINEER shall deliver two sets of preliminary design plans, preliminary cost estimate and a Preliminary design Report to OWNER and review the project with OWNER'S staff

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 Preliminary Design Phase, 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 9, 2007
Notice to Proceed with Design	April 6, 2007
Preliminary Design Submittal	June 1, 2007
95% Plans and Engineer's Opinion of Project Costs	September 28, 2007
Final Plans and Specifications Complete	October 26, 2007

INSURANCE

ENGINEER'S liability to the OWNER for injury or damage to persons or property arising out of work performed for the OWNER and for which legal liability may be found to rest upon ENGINEER, other than professional errors and omissions, will be limited to ENGINEER'S general liability insurance coverage which ENGINEER maintains in limits of at least \$1,000,000.

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'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

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE



 Attorney

3/16/07

 Date