

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

**Date: May 1, 2007**

**Project Name & Number:** Catron Boulevard Sanitary Sewer Main Extension,  
Project No.: SS06-1635

**CIP #:** 50671

**Project Description:** Extension of a proposed 8-inch sanitary sewer main east along Catron Blvd. from just east of Nugget Gulch Road to Vineyard Lane for the Villaggio at Golden Eagle and for other developable property in the general vicinity. Engineering Services include evaluation of pipe slope, alignment, and drawing preparation. Construction is currently scheduled for summer of '07.

**Consultant:** Sperlich Consulting, Inc.

**Original Contract Amount:** \$9,915.00

**Original Contract Date:** 11/6/06

**Original Completion Date:** NA

**Amendment Number:** One

**Amendment Description:** Provide additional design services for a water main extension, geotechnical evaluations for the pipelines, and provide complete plans and specifications for a unit price construction contract to be publicly bid. The amendment also includes standard professional services for City Bidding and Construction phase services.

<b>Current Contract Amount:</b>	\$9,915.00	<b>Current Completion Date:</b>	NA
<b>Change Requested:</b>	\$34,789.00		
<b>New Contract Amount:</b>	\$44,704.00	<b>New Completion Date:</b>	September 7, 2007

**Funding Source This Request:**

Amount	Dept.	Line Item	Comments
<b>\$34,789.00</b>	<b>604-834</b>	<b>4223</b>	<b>Sewer funds amendment One amount</b>
<b>\$34,789.00</b>	<b>Total</b>		

### Agreement Review & Approvals

Project Manager	Date	Division Manager	Date
Department Director	Date	City Attorney	Date

**ROUTING INSTRUCTIONS**

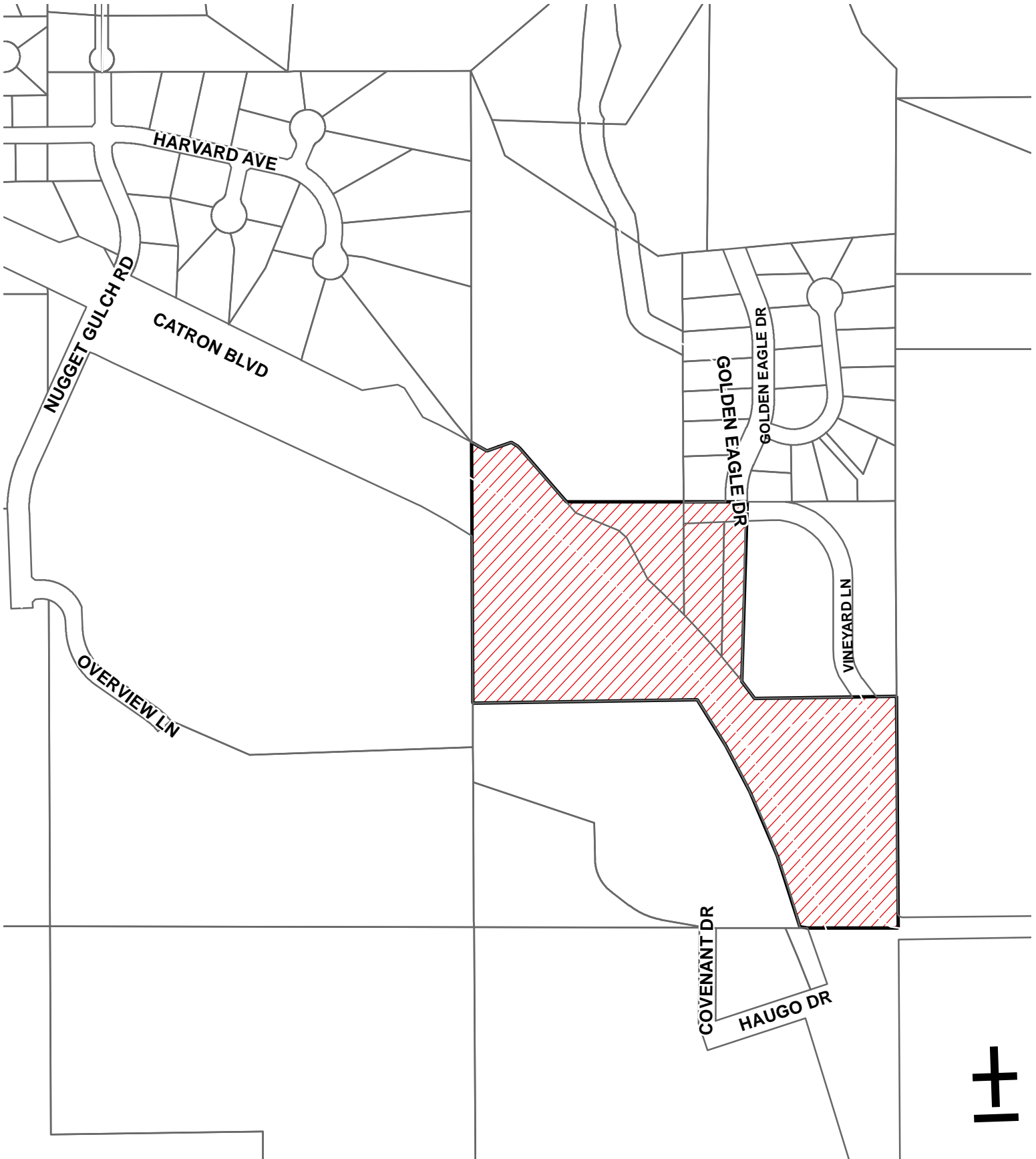
Route **two** originals of the **Agreement** for review and signatures.  
 Finance Office - Retain one original  
 Project Manager - Retain second original for delivery to Consultant  
 cc: Public Works  
 Engineering  
 Project Manager

**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

# EXHIBIT "A"



**CATRON BLVD SANITARY SEWER MAIN EXTENSION  
PROJECT NO. SS06-1635 / CIP # 50671**

**AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT BETWEEN  
CITY OF RAPID CITY  
AND  
SPERLICH CONSULTING, INC.  
FOR  
CATRON BOULEVARD SANITARY SEWER MAIN EXTENSION  
PROJECT NO.: SS06 1635 / CIP 50671**

**1.0 BACKGROUND INFORMATION**

- a. **Effective Date of Original Owner-Engineer Agreement:** 11-28-06
- b. **Owner:** City of Rapid City, 300 Sixth Street, Rapid City, SD 57701
- c. **Engineer:** Sperlich Consulting, Inc., 821 Columbus Street, Suite 1, Rapid City, SD 57701
- d. **Project:** Catron Boulevard Sanitary Sewer Main Extension, Project No. SS06 1635 / CIP 50671

**2.0 PURPOSE OF AMENDMENT**

Amendment No. 1 dated this 24<sup>th</sup> day of April, 2007, modifies the terms and conditions of the existing agreement between the City of Rapid City and Sperlich Consulting, Inc. for professional services related to the Catron Boulevard Sanitary Sewer Main Extension, Project No.: SS06 1635 / CIP 50671.

**3.0 OVERVIEW OF SCOPE OF SERVICES**

- a. Provide monetary compensation for a Revised Design Phase Scope of Services.
- b. Provide monetary compensation for Bidding Phase Scope of Services.
- c. Provide monetary compensation for Construction Phase Scope of Services.
- d. Provide monetary compensation for a Revised Meetings and Submittal Phase Scope of Services.

**4.0 SUPPLEMENTAL INFORMATION**

- a. Exhibit "A" – Revised Scope of Services Requested
- b. Exhibit "B" – Services Not Included
- c. Exhibit "C" – Effective Labor Rates

**5.0 PAYMENT**

Amendment No. 1 to the original Owner-Engineer Agreement shall be for a total contract amount of \$44,704.00. Billings will be sent on a monthly basis, at our standard hourly rates, as services are provided to the City. Additional services will not be provided or billed to the City of Rapid City unless a written request is received from the City of Rapid City for additional services, and adjustments are made to the contract amount.

For the additional services and modifications to the existing Owner-Engineer Agreement, the City of Rapid City shall pay Sperlich Consulting, Inc, the following:

Original Contract Amount:	\$9,915.00 (Nine Thousand Nine Hundred Fifteen Dollars)
Amendment No. 1:	\$34,789.00 (Thirty-Four Thousand Seven Hundred Eighty-Nine Dollars)

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Amended Contract Amount: \$44,704.00 (Forty-Four Thousand Seven Hundred Four Dollars)

**6.0 ACCEPTANCE**

**CITY OF RAPID CITY:**

**ACCEPTED:**

By: \_\_\_\_\_  
 Title: Mayor  
 Date: \_\_\_\_\_

**ATTEST:**

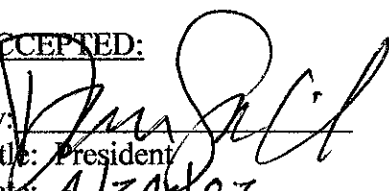
By: \_\_\_\_\_  
 Title: Finance Officer  
 Date: \_\_\_\_\_

**REVIEWED BY:**

By: \_\_\_\_\_  
 Title: Project Manager  
 Date: \_\_\_\_\_

**ENGINEER:**

**ACCEPTED:**

By:   
 Title: President  
 Date: 4/24/07

**ATTEST:**

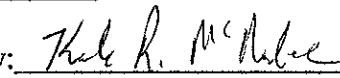
By:   
 Title: Project Manager  
 Date: 4-24-07

EXHIBIT "A"

**DESIGN TEAM**

City of Rapid City Engineering (Review)  
Sperlich Consulting, Inc. (Civil Design Engineer and Construction Management)  
American Engineering Testing, Inc. (Geotechnical Engineering & Testing)

**CIVIL ENGINEERING TEAM MEMBERS**

Principal Engineer: Douglas D. Sperlich, P.E.  
Project Manger/Design Engineer: Kale R. McNaboe, P.E.  
Land Surveyor: Melvin B. (Ben) Lamke, L.S.  
CADD Technician: Donna Miller  
Billing/Accounting: Anna Raue

**REVISED SCOPE OF SERVICES REQUESTED****1. REVISED DESIGN PHASE**

- 1.1 Meet with City staff, as needed, to detail project concept and scope.
- 1.2 Define the scope of geotechnical investigations as may be necessary for final design, negotiate an agreement for geotechnical engineering services, coordinate with geotechnical engineer to complete these services, and provide a geotechnical report to be included in the plan documents. Geotechnical services are the responsibility of the Consultant.
- 1.3 Provide three (3) copies of drawings and front-end documents including the bidder's proposal to City of Rapid City's project manager for a final review.
- 1.4 Provide complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- 1.5 Perform additional design services as may be identified in the "Drawing Review Comments", specifically the incorporation of a water main looping at the Peace Officers. The water main shall be placed in a permanent Utility easement and shall be bid as a separate bid schedule.

- 1.6 Plans documents shall adhere to current City of Rapid City Drafting Standards. Scale of plan & profile sheets, 1" = 20' Horiz., 1" = 5' Vert. Construction staking information shall include either of the following formats:
- 1.6.1 On the Plans
- Station offsets for all items of work requiring field staking.
- 1.6.2 In tabular format on a plan sheet (Schedule)
- Coordinates and description of inter-visible control points
  - Coordinates of all items of work requiring field staking
  - Benchmark information shall be provided on each sheet.
- 1.7 Provide project layout plan to include lot lines (front and side) and addresses of all properties adjacent to construction or in the service area.
- 1.8 Coordinate directly with utility companies to ensure that all existing utilities are identified and located in the field; that pertinent information regarding depth, material, and size are noted on the plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete.
- 1.9 Provide general sequence of construction requirements.
- 1.10 Provide Detailed Specifications supplementing the current *City of Rapid City Standard Specifications* as necessary.
- 1.11 Prepare opinion of probable construction cost (engineer's estimate) for the project.
- 1.12 Prepare any permits required, [e.g. SDDOT utility occupancy, C.O.E., etc. with exhibits].
- 1.13 Deliver the following:
- Construction plans on 22"x34" Mylar and on CD compatible with AutoCAD Release 2006 format or prior.
  - All topographic, control, and design points in .dwg file and in tabular format, on CD and on a hard copy print-out
  - Complete supplemental specifications on CD in Microsoft Word XP or previous version.

- A unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City “Engineer’s Estimate” form.
- 1.14 All submittals (drawings and specifications) believed by the Engineer of Record to be final shall contain a Certification Statement of Conformance with City Standards which shall read, “I (insert Engineer of Record’s name) Certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City’s adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents”. This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The Certification Statement of Conformance with City Standards shall be signed and dated by the Engineer of Record.
- 1.15 The consultant is responsible for insuring that the design complies with City of Rapid City Standard Specifications.
- 1.16 The design engineer shall address and resolve all SDDENR comments pertaining to the project.
- 1.17 The consultant, if desiring exceptions from City requirements or specifications, is responsible for requesting and securing exceptions and failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.
- 2 BIDDING PHASE – Please provide the following standard bidding phase services:
- 2.1 Submit advertisement for bids to City Rapid City Public Works Department for distribution to the Rapid City Journal and Construction Industry Center
- 2.2 Print and issue plans and specifications to bidders, thirty-five (35) copies are anticipated. Four (4) copies will be forwarded to the City of Rapid City. Three (3) copies will be sent to the Department of Environment and Natural Resources.



- 2.3 Prepare and submit bid documents on the City of Rapid City Microsoft Excel form.
  - 2.4 Direct Pre-bid Conference.
  - 2.5 Issue addenda to the bid documents, as required.
  - 2.6 Attend the bid opening (to be held at the City Finance Office).
  - 2.7 Attend Public Works Committee and Council Meetings, as required.
  - 2.8 Prepare the Bid Tab in City of Rapid City Microsoft Excel project book format and submit an electronic copy and a printed hard copy to the Public Works Department within one (1) working day of the bid opening. Forward a copy of the final bid tab to all bidders.
  - 2.9 Prepare contracts and submit to contractor for execution.
  - 2.10 Review construction contract documents and other submittals from the contractor and submit to Public Works Department for City Attorney's approval and signatures of the Mayor and Finance Officer.
  - 2.11 Prepare Notice to Proceed and forward to the successful contractor and Public Works Department.
- 3 CONSTRUCTION PHASE – Please provide construction management services to include:
- 3.1 Review and approve shop drawings, test results, and other submittals.
  - 3.2 Mark removal limits of appropriate items not indicated or clearly identified on the drawings.
  - 3.3 Prepare Public Service Announcements (P.S.A.'s) for the Project Manager for distribution to all local media and the Public Works Department. Copies of P.S.A.'s shall be distributed one week prior to start of work or change in operations that may significantly affect the public.
  - 3.4 Appropriately notify affected Property Owners.
  - 3.5 Provide daily observation and prepare daily report record on City of Rapid City forms. Submit detachable copies to Public Works Department on a weekly basis. All underground installations shall have full time construction observation during installation. Inspection services are anticipated to include full time on-site

construction inspection, to assure that the methods and materials used by the contractor meet the intent of the drawings and specifications in completion of the work. A daily record of activity will be maintained by the inspector including weather conditions, construction progress, photo documentation, deviations from the drawings and specifications, work performed, quantities installed and any other pertinent information. Such information shall be neatly and concisely entered into the City of Rapid City Project Inspector's Diary and Inspection book to insure that the drawings and specifications are complied with. Completed bound copies of the field notes, photo documentation, and daily record will be provided to the City of Rapid City at the end of the project. The City of Rapid City Engineering Division's "Construction Project Close-Out Checklist" shall be modified as appropriate for the project and shall be completed by the consultant. All test results and an "as-constructed" set of drawings shall be submitted to the City of Rapid City within 30 days of project completion.

- 3.6 Provide soil compaction testing according to the Standard Specifications.
- 3.7 Prepare "As Built" plans and specifications on 22"X34" Mylar and on CD compatible with AutoCAD Release 2006 format or prior. Submit to Public Works Department.
- 3.8 Prepare and submit monthly pay requests to Public Works Department on City of Rapid City forms.
- 3.9 Administration of the project includes arranging and conducting a pre-bid conference, responding to bidder questions, Pre-qualification of bidders (when required), attending the bid opening, conducting a pre-construction conference, approving project "shop drawings" and submittals, conducting weekly project coordination and progress meetings, providing monthly pay estimates on City of Rapid City forms, preparing a final construction punch list, submitting a certificate of completion and start of warranty period letter to the City of Rapid City signed by a professional engineer.
- 3.10 Prepare and submit project completion punch list items to the Contractor and Public Works Department.

- 3.11 Prepare letter of certification of project completion and start of warranty period.
- 3.12 Insure that Contractor provides Warranty Documents.
- 3.13 Formal project acceptance by City Council – The Consultant shall provide written notification when the project is complete and ready for acceptance by the City Council. This means 100% completion of all public improvements as shown on the drawings and described within the specifications. This typically would be done when the consultant recommends a “Final Pay Estimate” be processed for payment by the City.

#### 4. MEETINGS AND SUBMITTALS

##### 4.1. Project team members will include:

- 4.1.1. The Consultant
- 4.1.2. City Engineering Services Division staff
- 4.1.3. Operations Divisions staff
- Water Division
  - Water Reclamation Division
  - Utility Maintenance Division (service area and O&M related issues)
  - Planning Department (master planning, traffic planning)
  - Fire Department (fire flows and hydrant locations)

##### 4.2. Meetings requiring the Consultant’s participation will include:

- Utility companies coordination meeting
- 100% Plans and Specifications Review
- Pre-bid Conference
- Bid Opening
- Pre-construction Conference
- Construction Progress Meetings
- Pre-Pave Meeting
- Committee and Council Meetings as required
- Post Construction Meeting

**CONSULTANT SCHEDULE**

Contract Negotiations Complete	April 25, 2007
Notice to Proceed with Design	May 8, 2007
100% Plans and Engineers Estimate Submittal	May 25, 2007
Final Plans and Specifications Complete	June 8, 2007
Bid Opening Date	June 22, 2007
Project Completion Deadline	September 7, 2007

Consultant shall provide schedule dates not provided in Consultant Schedule. Failure to meet contract deadlines may result in termination of contract. Consultant will be paid for services to date.

# EXHIBIT "B"

**SERVICES NOT INCLUDED**

The following services are not included in our scope of services. These services may be added at the request of the City of Rapid City, upon receipt of a written amendment to the contract. Such amendment to the contract would require additional fees.

- 1.0 Preparation of Plats
- 2.0 Construction Staking
- 3.0 Payment for Advertisement for Bids
- 4.0 Financial or Accounting Counseling (i.e. bid bonds, performance bonds, etc.)
- 5.0 Legal Services
- 6.0 Auditing Services

EXHIBIT "C"

**SPERLICH CONSULTING, INC.**  
**HOURLY RATES AND REIMBURSABLE COSTS**  
**2007**

Principal - Design Engineer	\$ 75.00/hr.
Design Engineer	\$ 75.00/hr.
Registered Land Surveyor	\$ 65.00/hr.
Survey Crew Chief	\$ 60.00/hr.
Survey Assistant/Rodman	\$ 50.00/hr.
Field Technician	\$ 50.00/hr.
Design Tech I	\$ 45.00/hr.
Design Tech II	\$ 50.00/hr.
Clerical	\$ 35.00/hr.