



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-5035

Engineering Services

300 Sixth Street

Telephone: (605) 394-4154

FAX: (605) 355-3083

Web: www.rcgov.org

MEMORANDUM

TO: Robert Ellis, Public Works Director

FROM: Todd Peckosh, Project Engineer

SUBJECT: PETT Parking Lot Repair

DATE: October 13, 2008

Rapid Transit has requested a repair project for the PETT Parking Lot due to failing pavement along the west side of the parking lot. The project will remove and replace approximately 420 SY of failed pavement. The Public Works Department requested quotes from J&J Asphalt, Hills Materials, and Simon Contractors. The quotes received are as follows:

Simon Contractors: \$24,213.00
Hills Materials: \$24,938.15

The recommendation is to award to Simon Contractors for \$24, 213.00.

Funding for the project will be from Rapid Transit.



EQUAL OPPORTUNITY EMPLOYER

AGREEMENT BETWEEN THE CITY OF RAPID CITY
AND SIMON CONTRACTORS OF SOUTH DAKOTA, INC.
FOR
PETT BUILDING PARKING LOT REPAIR
PROJECT ST08-1760/CIP #50744

- 1) This Agreement is entered into this ___ day of October, 2008, 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 Simon Contractors of South Dakota, Inc, PO Box 397, Rapid City, South Dakota, 57709, hereinafter referred to as the "Contractor."
- 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 Contractor agrees to perform the work described in the Detailed Specifications for Project ST08-1760 (PETT Building Parking Lot Repair) in an amount not to exceed \$24,213. The Contractor will only be paid for work actually performed. This Agreement along with attached Informal Quotations and Detailed Specifications constitutes the entire agreement between the City and Contractor and supersedes all prior written or oral communications.
- 4) The Contractor 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 Contractor 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 Contractor or its employees, any subcontractor or its employees, or any person, firm, partnership, or corporation employed or engaged by the Contractor.
- 5) The Contractor is an independent entity and not an employee, agent, or partner of the City.
- 6) The Contractor shall obtain and maintain at its expense the following minimum limits of occurrence-based insurance coverage for the duration of this Agreement.

<u>Type of Coverage</u>	<u>Minimum Limits of Coverage</u>
A. Workers' Compensation Employer's Liability	Statutory \$100,000
B. Comprehensive General Liability (Including Contractual Liability and Completed Operations) Bodily Injury and Property Damage General Aggregate	\$2,000,000 each occurrence \$2,000,000

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 Contractor 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.

7) The parties have agreed the completion date of November 1, 2008, is moved back to November 15, 2008.

8) 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.

9) 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 _____, 2008.

SIMON CONTRACTORS OF
SOUTH DAKOTA, INC.

By: _____

Its: _____

CITY OF RAPID CITY

Mayor



CITY OF RAPID CITY

Engineering Services

300 Sixth Street
Rapid City, SD 57701-2724
Telephone: (605) 394-4154
FAX: (605) 394-6636
E-mail: todd.peckosh@rcgov.org

September 23, 2008

PETT BUILDING PARKING LOT REPAIR PROJECT ST08-1760 / CIP 50744

The City of Rapid City is accepting informal quotes for repairing failed asphalt at the PETT building parking lot.

The quotes will be accepted until 4:00 p.m., Tuesday September 23, 2008 and shall be submitted on the attached form. Return the quotes to the City Engineering Services office at the address shown on the letterhead.

This project shall be completed by November 1, 2008.

If you have any questions please call Todd Peckosh at 394-4154.

DETAILED SPECIFICATIONS

1. SCOPE

Project ST08-1760 consists of a parking lot repair.

Work will be on the PETT building parking lot located at 760 Centre Street. Work will include removing asphalt pavement, excavating and reworking the subgrade below the existing asphalt surface to allow a pavement section as shown on the drawings. In addition, there will be a concrete pan constructed along the rolling gate. The pan will be built with no cross slope. Approximately 10 lineal feet of 6' high chain link fence will need to be removed and reset, along with one fence post. All work for removing and resetting the fence and fence post shall be paid for under the bid item "Remove and reset fence and post".

Waste material shall be removed from the site and disposed of at a disposal site or commercial materials recovery site that is approved by the Engineer.



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Asphalt concrete materials placed shall be Class G1 and shall meet the City of Rapid City Standard Specifications, 2007 Edition with current updates and revisions. Oil for asphalt material mix shall be PG 64-28, PG 64-22 or PG 58-28.

2. PROJECT SPECIFICATIONS

All work shall be constructed in accordance with the City of Rapid City Standard Specifications for Public Works Construction, Latest Edition (hereinafter referred to as the Standard Specifications), plan notes and these Detailed Specifications.

3. INCIDENTAL WORK

Included in the Bid Schedule is a bid item 'Incidental Work, Lump Sum'. This work includes all work not otherwise shown on the Bid Schedule specifically including, but not necessarily limited to, securing of all necessary permits, any saw cuts needed to accomplish the work, seeding, disposal of excess excavation, rock, concrete removals; or any other items referred to as 'Incidental Work' in the Standard Specifications, plan notes and/or these Detailed Specifications

Any clean up or restoration of disturbed areas adjacent to the work site shall be incidental work and shall be completed to the satisfaction of the Engineer.

Any new construction that receives vandalism or damage of any type will be replaced at the Contractors expense. **PROTECT YOUR WORK.**

4. PROJECT PAYMENT

This will be a Single Payment/Non-Assessed Project. Payment will be made upon completion of the project. A bid bond or warranty bond will not be required.

5. COMPLETION TIME

Once the Contractor mobilizes to the project work site, the work shall start immediately and continue without delay until completion.

All work on the project shall be completed within 15 days of start of work. If the Contractor cannot complete all the work to be performed within this time period, liquidated damages will be assessed for each day or part of one day that work fails to be completed thereafter, per the Standard Specifications.


The Contractor shall notify the Engineer of His anticipated start date within one week of receipt of Notice of Award. The Contractor may elect to start the work at his convenience, however; all work on all locations of this overall project shall be completed prior to November 1, 2008.

INFORMAL QUOTATIONS

PROJECT ST08-1760 / CIP 50744 PETT BUILDING PARKING LOT REPAIR

ITEM NO.	ITEMS	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1	\$ 1400.00	\$ 1400.00
2	Remove Asphalt Pavement	SYD	416	\$ 13.00	\$ 5408.00
3	Apshalt Pavement - 4"	TON	95	\$ 105.00	\$ 9975.00
4	Base Course - 10"	TON	180	\$ 29.50	\$ 5310.00
5	6' Concrete Pad	SYD	21	\$ 70.00	\$ 1470.00
6	Remove & Reset fence and post.	LS	1	\$ 500.00	\$ 500.00
7	Incidental	LS	1	\$ 150.00	\$ 150.00

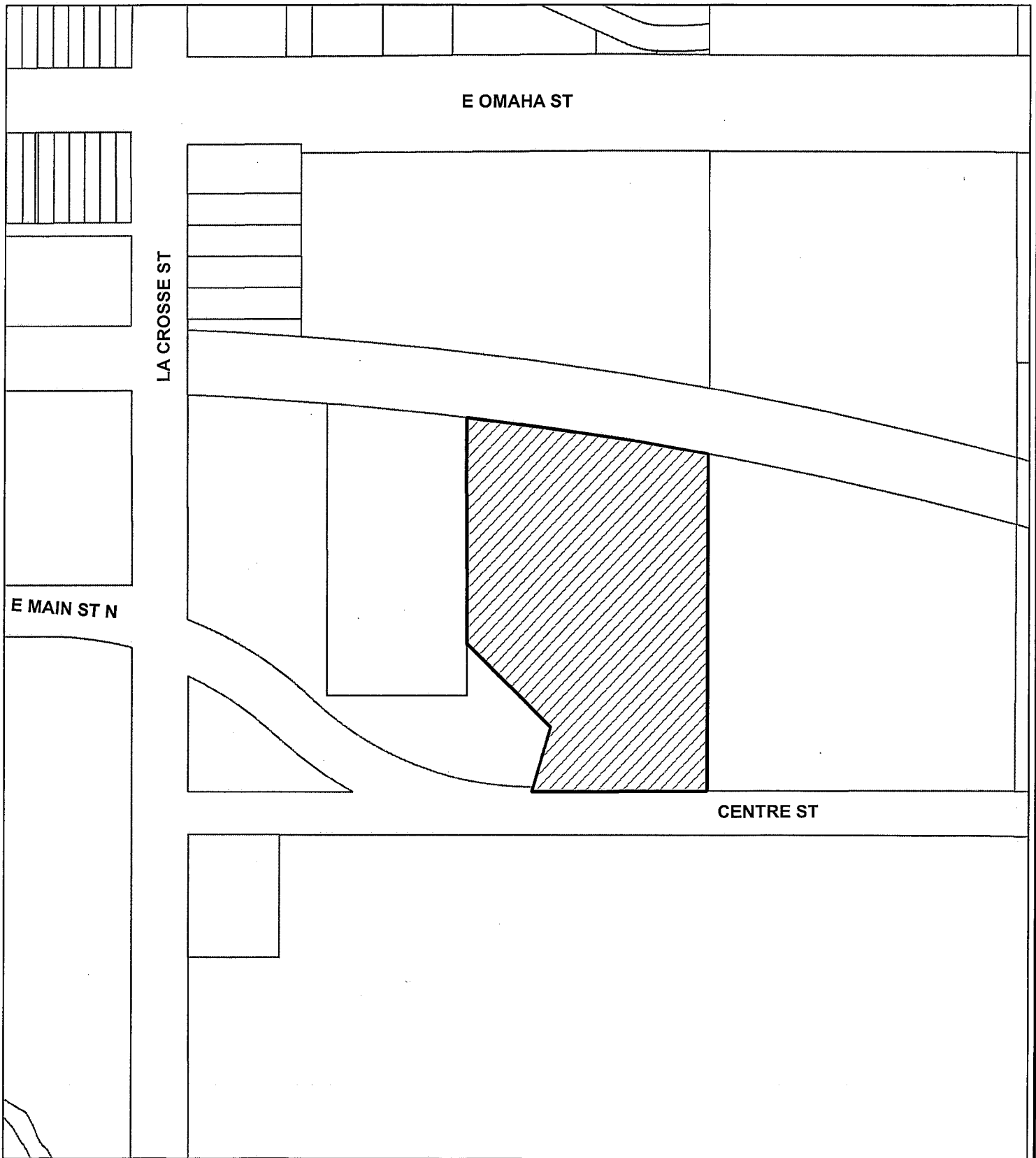
END ITEMS ST08-1760 **TOTAL AMOUNT** \$ 24,213.00

THIS QUOTATION WAS PREPARED BY:
Simon Contractors of SD, Inc.
 CONTRACTOR
P.O. Box 397
Rapid City SD 57709
 ADDRESS

 SIGNATURE AND TITLE Wade A. Jurita
Estimating Mgr.
9/23/08 605-342-3734
 DATE PHONE NO

FOR CITY USE ONLY:

FUND NO. 0108 0101
 DEPT. NO. 0618
 LINE NO. 4390
 COST ESTIMATE \$ 23,020

EXHIBIT "A"



PETT BUILDING PARKING LOT REPAIR
PROJECT NO. ST08-1760 **CIP NO. 50744**

