



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

COMMUNITY DEVELOPMENT DIVISION

Barbara Garcia, Community Development Specialist

300 Sixth Street

Rapid City, SD 57701

(605) 394-4181

Barbara.Garcia@rcgov.org

MEMORANDUM

TO: CIP Committee

FROM: Barbara Garcia, Community Development Specialist

DATE: March 27, 2009

RE: Affordable Housing Capital Improvements Draw Request
For Sidewalk Installation at 146 Patton Street

Staff is requesting approval for a draw from the CIP funds set aside for Community Development for affordable housing projects in the amount of not more than \$2,840. Work will be accomplished by Tru-Form Construction, Inc.

A home was constructed by Teton Coalition for a low income family and a Certificate of Occupancy was issued by the City without the requirement for the installation of a sidewalk. The City Attorney, Jason Green, stated that this would be an eligible activity for the CIP Affordable Housing funds.

Staff Recommendation is for Council approval for the expenditure of Affordable Housing Capital Improvements Program funds in an amount not more than \$2,840 for the installation of a sidewalk in the public right away at 146 Patton Street.



EQUAL OPPORTUNITY EMPLOYER

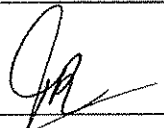
Request for Authorization to Sign Contract without Council Approval

(Attach this cover sheet to the contract and forward to the City Attorney)

Requestor Barbara Garcia Department Director Kevin Thomas

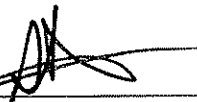
Cost Center 0930

Date 2/9/09 Vendor Triform Const. Amount \$2840.00

<u>City Attorney's Office</u>	
Reviewed by <u></u>	Date <u>2-13-09</u> Quotes <u> </u> Yes No <u><input checked="" type="checkbox"/></u>
<u><input checked="" type="checkbox"/></u> Approved	Rejected <u> </u>
Changes necessary for approval: _____	

For contracts exceeding \$500 but less than the bid limit:

Approved by:


Mayor


Purchasing Agent
(Finance Officer)

Returned to Department Director for signature on 2/17/09

After execution by Department Director, contract must be returned to the Finance Office.

Tru-Form Construction Inc.

P.O. Box 742, Black Hawk SD 57718
Phone: (605) 787-5187 Fax: (605) 787-5792

JAN 28 2009

PROPOSAL

January 28, 2009

Community Development Department
Attn: June

RE: Lynette Gibbons
146 Patton Street
Rapid City, SD 57701

Install approximately 182 sq ft of City Sidewalk
Remove dirt and haul it away
Pour 5' wide x 4" deep sidewalk with 2" of ¾" base course

TOTAL COST: One Thousand Eight Hundred Forty Dollars (\$1,840.00)

Dirt work behind sidewalk to make grade 1' - in - 3'
Remove excess dirt and grass and haul away
Does **not include** top soil or grass seed

TOTAL COST: Five Hundred Dollars (\$500.00)

Winter Concrete Costs include additive for concrete, heating and blankets

TOTAL COST: Five Hundred Dollars ((\$500.00))

Prices include excise tax, staking, and permits. Prices good for 60 days.

Please call Greg Lucca at 209-0902 with any questions. If you agree with this proposal, please sign and date below and return to Tru-Form Construction.

Barbara K. Lucca
Community Development Dept.

3/3/09
Date

Greg D Lucca
Greg Lucca

2-24-09
Date

AGREEMENT BETWEEN THE CITY OF RAPID CITY
AND TRU-FORM CONSTRUCTION INC.
FOR INSTALLATION OF SIDEWALKS
AT 146 PATTON STREET

1) This Agreement is entered into this ___ day of _____, 2009, 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 Tru-Form Construction, Inc., P.O. Box 742, Black Hawk, S.D. 57718 herein after 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 (2007 Edition), as currently revised, and any Special Provisions, Special Conditions, and/or Detailed Specifications pertaining to this contract. The Contractor, at its own expense, shall be responsible for securing any and all necessary permits.

3) The Contractor agrees to build a sidewalk at 146 Patton per the Proposal dated September 8, 2008, in an amount not to exceed \$2,840. The additional work to the driveway and retaining wall which is part of the Proposal is not included in this Agreement. The work being performed under this Agreement shall be completed by April 30, 2009. The City may terminate this Agreement if the work being performed hereunder has not been completed by this date. This Agreement along with attached Proposal constitutes the entire agreement between the City and Contractor and supersedes all prior written or oral communications.

4) Upon completion of the work and its acceptance by the City, the Contractor shall submit an itemized invoice to the City. The City shall pay the invoice within Forty-five (45) days of its receipt.

5) The Contractor agrees to guarantee its work and materials for a period of one (1) year from the date of the work being accepted by the City. If any defects in workmanship or materials become apparent within one year of the work being completed the Contractor agrees to repair such defects at no expense to the City or property owner.

6) The Contractor agrees that the Community Development Specialist or their designee may examine or inspect the work being performed under this Agreement at any time.

7) 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.

8) The Contractor is an independent entity and not an employee, agent, or partner of the City.

9) The Contactor 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
B. Comprehensive General Liability (Including Contractual Liability and Completed Operations)	
Bodily Injury -	\$ 300,000
Property damage -	\$ 100,000

Acceptable Certificates of Insurance and Endorsements confirming the above coverage shall be filed with the City's Community Development Specialist 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.

10) 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.

11) 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 _____, 2009.

TRU-FORM CONSTRUCTION INC.

By: _____
Its: _____

CITY OF RAPID CITY

Kevin Thom
Director of Community Resources

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

On this _____ day of _____, 2009, before me, the undersigned officer, personally appeared _____, who acknowledged themselves to be the _____ of Tru-Form Construction Inc. and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

Notary Public, State of South Dakota
My Commission Expires: _____

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

On this _____ day of _____, 2009, before me, the undersigned officer, personally appeared Kevin Thom, who acknowledged himself to be the Community Resources Director of the City of Rapid City and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

Notary Public, State of South Dakota
My Commission Expires: _____