

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

**Date: June 12, 2007**

Project Name & Number: Utility System Master Plan; Project No. PW05-1447

CIP #: 50617

**Project Description:** Provide Remote Interactive Training (web based) for Azteca Systems, Inc. Cityworks Designer Configuration. The training will allow the program administrators to revise and update the core data used in the Cityworks Computer Maintenance Management System (CMMS). The core data includes items such as changes in personnel, development of new standard work orders, and changes in work order tasks.

**Consultant:** Azteca Systems, Inc.

**Original Contract Amount:** \$1400.00

**Original Contract Date:** June 18, 2007

**Original Completion Date:** July 11, 2007

**Amendment Number:**

**Amendment Description:**

**Current Contract Amount:** \_\_\_\_\_

**Current Completion Date:** \_\_\_\_\_

**Change Requested:** \_\_\_\_\_

**New Contract Amount:** \_\_\_\_\_ \$0.00

**New Completion Date:** \_\_\_\_\_

**Funding Source This Request:**

Amount	Dept.	Line Item	Fund	Comments
\$350.00	833	4223	604	
\$350.00	834	4223	604	
\$350.00	933	4223	602	
\$350.00	934	4223	602	
\$1,400.00	Total			

## 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

AGREEMENT BETWEEN THE CITY OF RAPID CITY  
AND AZTECA SYSTEMS, INC.  
UTILITY SYSTEM MASTER PLAN; PROJECT NO. PW05-1447

- 1) This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 Azteca Systems, Inc., Sandy, UT , hereinafter referred to as the "contractor."
- 2) This Agreement together with attached Informal Quotations and Project Plan constitutes the entire agreement between the City and the Contractor and supersedes all prior written or oral understandings.
- 3) 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.
- 4) The Contractor is an independent entity and not an employee, agent, or partner of the City.
- 5) 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 \$1,000,000
B. Comprehensive General Liability (including Contractual Liability and Completed Operations) Bodily Injury and Property Damage Combined Single Limit	\$1,000,000 each occurrence \$1,000,000 aggregate
C. Comprehensive Automobile Liability (when applicable) (Owned, Hired, and Non-owned Vehicles) Bodily Injury and Property Damage Combined Single Limit	\$1,000,000 each person \$1,000,000 each accident \$1,000,000 each occurrence

~~Such insurance policies shall name the City of Rapid City as an additional insured to 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.~~

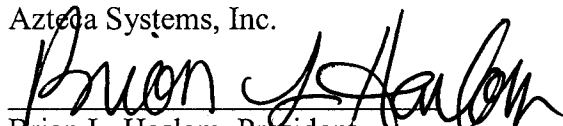
~~Such Certificates shall afford the City thirty (30) days written notice of cancellation or of a material change in coverage. The City's failure to obtain from the Contractor a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements. This paragraph shall in no way limit the provisions of the indemnity section.~~

6) 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.

7) 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 \_\_\_\_\_, 2007.

Azteca Systems, Inc.

  
Brian L. Haslam, President

CITY OF RAPID CITY

\_\_\_\_\_  
Public Works Director

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

