

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

July 31, 2008

PW081208-03

Project Name & Number: Water Reclamation Facility Motor Control Center Replacement
WRF08-1732

CIP #: 50730

Project Description: Investigation and preliminary design for replacement of Motor Control Center at the Water Reclamation Facility.

Consultant: West Plains Engineering, Inc.

Original Contract Amount: \$29,030.00

Original Contract Date: July 31, 2008

Original Completion Date: 104 days after NTP

Amendment Number:

Amendment Description:

Current Contract Amount: _____
Change Requested: _____
New Contract Amount: _____ \$0.00

Current Completion Date: _____
New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Comments
\$29,030.00	833	4223	Sewer Enterprise Fund
\$29,030.00	Total		

Agreement Review & Approvals

[Signature] _____ **7-31-08**
Project Manager Date

[Signature] _____ **8-1-08**
Department Director Date

[Signature] _____ **7-31-08**
Division Manager Date

[Signature] _____ **8-4-08**
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)

Appropriation	Date	Initials	Approved	
Cash Flow	8/6/08	<i>[Initials]</i>	Y	N

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of July 31, 2008 ("Effective Date") between

City of Rapid City ("Owner")

and West Plains Engineering, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for MCC Replacement at Water Reclamation Facility; WRF08-1732 ("Project").

Description of Engineer's Services: _____

Per Attached Scope of Services dated July 31, 2008.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of a Owner Approved Invoice.* Invoices are due and payable within 45 days of receipt.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations


A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer=s services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees and sub-consultants) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) ~~agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.~~ 

G. The parties acknowledge that Engineer=s scope of services does not include any services related to a Hazardous Environmental Condition (the presence of

asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Cost Reimbursable Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

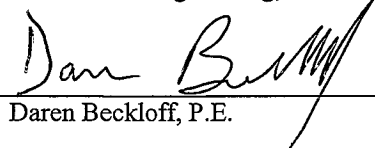
- 1. A Cost Reimbursable amount per Schedule Of Values not to exceed: \$ 29,030.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Rapid City

ENGINEER: West Plains Engineering, Inc.

By: _____
Alan Hanks

By: _____

Daren Beckloff, P.E.

Title: Mayor

Title: Electrical Engineer/Project Manager

Date Signed: _____

Date Signed: 7/31/08

Attest: _____

License or Certificate No. and State _____

By: _____
Jim Preston

Title: Finance Officer

Date Signed: _____

Address for giving notices:

Address for giving notices:

Dan Coon

Daren Beckloff, P.E.

City of Rapid City

West Plains Engineering, Inc.

300 Sixth Street

1750 Rand Road

Rapid City, SD 57701

Rapid City, SD 57702

July 31, 2008

RE: RAPID CITY WATER RECLAMATION FACILITY
MOTOR CONTROL CENTER REPLACEMENT
PROJECT NO. WRF08-1732
SCOPE OF SERVICES FOR ENGINEERING

We propose to provide engineering services for a preliminary design study for the replacement of MCC equipment at the Rapid City Water Reclamation Facility. The following includes a detailed scope of work broken into task items with design costs for each. Also included is the preliminary design schedule for the project.

I. SCOPE OF WORK

Our preliminary design will include evaluation of the options and tasks included below by extensive on-site evaluation and examination of existing record drawings or documents. We will then develop a report of our findings with recommendations for replacement of equipment. Our report will include detailed cost estimates for each option and any operational impacts to the plant. We will recommend the best option to provide the facility with the most long term reliable operation of the equipment.

The fees for this work will be on a Cost Reimbursable Not-To-Exceed basis plus as detailed below and broken out in the Schedule of Values. The scope of work for the project will include the following task items to be studied for the Motor Control Center replacement at the Water Reclamation Facility:

Task Item #1 – Site Survey

- Evaluation of the existing MCC-1 in basement and on first floor and electrical equipment on first floor to include: the development of an MCC schedule including motor starter count and horsepower's, branch circuit count and requirements, required buss capacity and OC/SC protection requirements, and main service requirements.
- Evaluation of the existing HVAC system intake and supply including CFM evaluation of existing underground outside air duct for blockage, for the Operations building.
- Evaluation of the existing MCC controls and field mounted instruments to include: Determining existing MCC bucket internal control wiring; Determining connections between MCC buckets and PLC I/O modules; Collecting information on existing instrumentation devices, both electric room and field mounted, including manufacture, model and part numbers, and power and signal requirements.
- Evaluation of control system hardware and communication equipment to include: Reviewing control system schematics, drawings, etc... provided by plant; Collecting I&C information on equipment manufactures, model and part numbers, and power and signal

requirements; Reviewing of the PLC program (to understand I/O assignments and plant operational requirements.); Reviewing of SCADA Human/Machine Interface (HMI) configuration.

Task Item #2 – MCC Relocation to First Floor

- Feasibility of relocating and replacing the existing MCC in the basement to the first floor level of the Operations Building including preliminary plan of equipment room layout.
- Analyzing the existing lab or shower room architecturally and structurally in the Operations building for a new MCC equipment room. This will include consultation by an architect and structural engineer.
- Analyzing monitoring data taken by the owner from the roof and indoor areas to determine best location on the first floor.
- Feasibility of providing a clean air system to eliminate harmful gas contamination to the new MCC equipment room utilizing a positive pressure fan and carbon adsorber filtration system along with dehumidification.
- Develop a preliminary cost estimate for this option and recommendations for cutover of equipment from the old to new MCC.

Task Item #3 – MCC Pressurized Enclosure

- Feasibility of providing a MCC NEMA enclosure to handle a clean pressurized air pump system to provide positive pressure to the enclosure and all feeders to equipment with seal tight conduit for power and control wiring.
- Develop a preliminary cost estimate for this option and recommendations for cutover of equipment from the old to new MCC.

Task Item #4 – MCC Equipment Connections

- Analysis of connections to existing motors/equipment for corrosion.
- Feasibility of reusing existing power feeders to equipment versus providing new above grade outdoor cable raceway system to equipment.
- Feasibility of reusing existing control system versus replacing with new.
- Feasibility of providing integral/smart MCC controls.
- Develop a preliminary cost estimate for this option and recommendations for cutover of equipment from the old to new MCC.

Task Item #5 – Final Report Compilation

- Compilation of existing data on MCC, SCADA system, equipment connections, and monitoring data along with study options into final report.
- Development of final recommendation from study of previous options for MCC location.
- Development of a preliminary construction schedule for recommended option.

- (4)Four on-site review monthly meetings with progress reports.
- (4)Four copies of preliminary design study report.
- (4)Four copies of final design study report.

II. PRELIMINARY SCHEDULE

(Once Notice to Proceed, NTP, has been given, schedule will be updated with actual dates. Days shown are based on calendar days.)

- Owner to Start Monitoring immediately.
- Complete Monitoring – 60 days after NTP
- Site Evaluation – Start during monitoring and complete 60 days after NTP.
- 95% Report Review – 90 days after NTP.
- Final Report – 104 days after NTP.

III. SCHEDULE OF VALUES

West Plains Engineering
Estimate of Manhours
for
Prime Consultant Services -Preliminary Design Study
MCC Replacement at the Water Reclamation Facility - City of Rapid City
Project No. WRF08-1732
Rapid City, SD
7/31/2008

Total of all Tasks	Engineer Manhours	Drafting Manhours	Clerical Manhours	Subtotal Manhours	*Sub Consultants	**Reimbursable Expenses	Cost
Task Item #1 - Site Survey	47	0	0	47	\$5,460	\$200	\$10,125
Task Item #2 - Study MCC Relocation 1st Floor	34	4	4	42	\$2,185	\$100	\$5,855
Task Item #3 - Study Pressurized MCC	24	0	4	28	\$0	\$100	\$2,540
Task Item #4 - Study MCC Equipment Connections	24	0	4	28	\$1,470	\$100	\$4,010
Task Item #5 - Final Report	28	0	8	36	\$3,020	\$500	\$6,500
SubTotal	157	4	20	181	\$12,135	\$1,000	\$29,030
Labor Rate/hour	\$95.00	\$45.00	\$40.00				
TOTAL PROJECT							\$29,030

*Subconsultants will be KL Process Design Group for Controls, Albertson Engineering for Structural, & 4Front Design for Architectural and will be billed at cost plus 5%.
 **Reimbursable expense rates are shown on the attached Schedule of Hourly Rates and Reimbursable Expenses.

Schedule of Hourly Rates & Reimbursable Expenses for

West Plains Engineering, Inc.

Office and Field Time

Principal	\$165.00/hr.
Office Manager/Project Manager	\$125.00/hr.
Senior Engineer/Project Engineer	\$95.00/hr.
Design Engineer	\$65.00/hr.
Draftsperson	\$45.00/hr.
Clerical	\$40.00/hr.

Reimbursable Expenses

Mileage	\$0.505/mile
Per Diem	\$25.00/da
Lodging	At Cost
Copies	\$0.10/each
Miscellaneous (i.e. long distance phone calls, shipping, photos, etc.)	At Cost

Last Revision (3/08)