

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

PW022409-04

Date:

Project Name & Number: MCC Replacement at Water Reclamation Facility

CIP #: 50730

Project Description: Replace and relocate Motor Control Center in the Operations Building Old Lab Space. Replace electrical feeders. Provide environmental control and monitoring.

Project no. WRF-08-1732

Consultant: West Plains Engineering, Inc.

Original Contract Amount: \$65,155.00

Original Contract Date: 3-3-2009

Original Completion Date: 12-31-2009

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
\$65,155.00	833	4223		
\$65,155.00	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
		Y N
		Y N

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

PW022409-04

THIS IS AN AGREEMENT effective as of February 11, 2009 ("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: Final Design and Construction Administration Services for the Project above
based on the attached Scope of Services For Engineering.

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 City of Rapid City's standard General Conditions.

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 maximum allowable by Engineer's Professional Liability Insurance coverage.

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: \$65,155.

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: _____

Attest:

License or Certificate No. and State

By: Jim Preston

Title: Finance Officer

Date Signed: _____

Address for giving notices:

Address for giving notices:

Rodney Johnson

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

February 11, 2009

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 the final design for the replacement of MCC equipment at the Rapid City Water Reclamation Facility. The following includes a detailed scope of work with design and construction schedules.

SCOPE OF WORK

Our preliminary design study included recommendations for the project to replace the existing MCC and relocate to an equipment room on the first floor. Our design will be based on these following items:

- Replace existing MCC with new smart MCC
- Replace all existing electrical equipment in first floor electrical room and move to the new equipment room
- Build a sealed equipment room in the first floor Operations Building old lab space for the new MCC and associated electrical/control equipment
- Mechanical Option 1 that includes two air purifiers
- Operations Building Feeders Option 1 to replace all electrical feeders to equipment inside the building
- Outside Operations Building Option 1 to replace all electrical feeders to equipment outside the building and provide an above grade cable tray for the west side feeders
- Monitoring/alarming of equipment room for hydrogen sulfide levels tied to existing SCADA system
- Smart Controls integral with the new MCC to handle motor protection and metering with a remote I/O PLC cabinet similar to the existing for connection to the main plant HMI

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. Please see the attached Schedule of Hourly Rates and Reimbursable Expenses for these values. The scope of work for the project will include the following task items for the design of Motor Control Center replacement at the Water Reclamation Facility:

Task Item #1 – Design Phase

The final design phase will be based on the recommendations above for architectural, mechanical, and electrical design. In addition, the final design will also include the following:

- Complete plans, specifications, and bid documents necessary for construction of all components of the project.
- Opinion of probable construction cost (engineer's estimate) for the project bid price and engineering judgment for each review phase of the project.
- General sequence of construction requirements in order to assist bidders to prepare their bids.
- Detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary bound copies as determined (reimbursable).
- Construction plans on 22"x34" print copies as determined (reimbursable).
- Submittals during the design phase will include:
 - 65% Plans and Specifications
 - 95% Plans and Specifications
 - 100% Plans and Specifications
- Kick-off meeting with city staff.
- Necessary review and design meetings for project.

Task Item #2 – Bidding Phase

The bidding phase for the project will include the following items:

- Prepare and submit bid documents (30) stamped and signed sets for the city and contractors including Bid Tab in City of Rapid City Microsoft Excel format.
- Direct Pre-bid Conference.
- Issue addenda to the bid documents as required.
- Attend the bid opening.
- Attend Public Works Committee and Council Meetings, as required.
- Review construction contract documents and other submittals from the contractor and submit to Public Works Department for submittal to Public Works Committee and Council.
- Upon Council permission to award, prepare Notice to Proceed and submit to Public Works Department for mailing.

Task Item #3 – Construction Phase

The construction phase for the project will include administration of the following items:

- Arrange and conduct a pre-construction conference and periodic progress meetings, record minutes and distribute to all attendees.

- Review and provide recommendations on shop drawings, test results, and other submittals.
- Provide inspection/observation; prepare inspection report record on City of Rapid City forms. Submit detachable copies to Public Works Department on a weekly basis.
- Prepare an “As Built” list of changes to the plans and specifications required to complete the construction project. Submit it to Public Works Department.
- Prepare and submit monthly pay requests for consultant and contractor on City of Rapid City forms.
- Prepare and submit as-built revisions to the plans drawings and specifications on 22”X34” Mylar and on CD in the latest AutoCAD Release compatible with the City’s current version (AutoCAD 2006).
- Prepare and submit project completion punch list items noted and completed.
- Prepare letter of certification of project completion and start of warranty period.

SCHEDULE

- Notice to Proceed – March 3, 2009
- 65% Design Submittal – April 14, 2009
- 65% Design Review Meeting – April 21, 2009
- 95% Design Submittal – May 20, 2009
- 95% Design Review Meeting – May 27, 2009
- Final Design Bid Documents – June 9, 2009
- Bids Due – July 7, 2009
- Construction Contract Award – July 21, 2009
- MCC Ordered – August 18, 2009
- MCC Equipment On-site – October 27, 2009
- MCC On-line – November 17, 2009
- MCC Equipment Loads Transferred – December 1, 2009
- MCC Controls Operational – December 15, 2009
- Substantial Completion – December 22, 2009

Notes:

1. Dates are contingent on NTP date given in schedule.
2. Dates for estimated construction schedule are approximate and will need to be agreed upon with the successful contractor.

III. SCHEDULE OF VALUES

West Plains Engineering
Estimate of Manhours
 for
Prime Consultant Services -Final Design & CA
MCC Replacement at the Water Reclamation Facility - City of Rapid City
Project No. WRF08-1732
Rapid City, SD
2/11/2009

Total of all Tasks	Principal Manhours	Project Mngr Manhours	Engineer Manhours	Drafting Manhours	Clerical Manhours	Subtotal Manhours	*Sub Consultants	**Reimbursable Expenses	Cost
Design Phase	10	116	212	60	39	437	\$2,100	\$1,600	\$44,250
Bidding Phase	2	16	9	2	8	37	\$0	\$400	\$3,995
Constrution Phase	4	76	40	4	18	142	\$1,050	\$1,000	\$16,910
SubTotal	16	208	261	66	65	616	\$3,150	\$3,000	\$65,155
Labor Rate/hour	\$165.00	\$125.00	\$95.00	\$45.00	\$40.00				

TOTAL PROJECT \$65,155

*Subconsultants will be Arc International 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 for

West Plains Engineering, Inc.

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	\$0.55/mile
Per Diem	\$25.00/day
Lodging	At Cost
Copies	\$0.10/each
Miscellaneous (i.e. long distance phone calls, printing, shipping, photos, etc.)	At Cost

Last Revision (01/09)