

REQUEST AUTHORIZATION FOR PUBLIC WORKS DIRECTOR TO SIGN PROFESSIONAL SERVICES AGREEMENT

Date: 6/22/09

Project Name & Number: 5th Street Pedestrian Crossing, Project No. ST08-1764

CIP #: 50750

Project Description: Provide engineering design services for a pedestrian signal pole foundation on 5th Street near the Rapid City Regional Hospital.

Consultant: West Plains Engineering, Inc.

Original Contract Amount: \$2,300.00

Original Contract Date: 6/15/09

Original Completion Date:

Addendum No:

Amendment Description:

Current Contract Amount: \$2,300.00

Current Completion Date: _____

Change Requested: _____

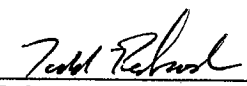


New Contract Amount: \$2,300.00

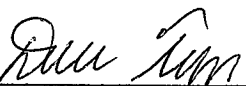

New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$2,300.00	8910	4223	0505	
\$2,300.00	Total			

Agreement Review & Approvals

 6/22/09
 Project Manager Date
 6/23/09
 Compliance Specialist Date
 6/23/09
 City Attorney Date

 6-24-09
 Division Manager Date
 6-24-09
 Department Director Date

 Division Manager 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	6/24/09	[Signature]	Y N
Cash Flow			Y N

RECEIVED

PW063009-03



JUN 17 2009

RAPID CITY
PUBLIC WORKS

RAPID CITY

1750 Rand Road ■ Rapid City, SD 57702
Ph: (605) 348-7455 ■ Fax (605) 348-9445

June 15, 2009

Todd Peckosh
City of Rapid City
300 6th St.
Rapid City, SD 57701

RE City of Rapid City
5th St. Pedestrian Crossing
City Project #ST08-1764
Rapid City, South Dakota

Dear Mr. Peckosh:

We appreciate the opportunity to submit the following proposal to provide engineering design services for pedestrian signal pole foundations at the above referenced project. These services are for design and are based on the following: A structural analysis of the pedestrian signal poles with details for construction. Engineering services include development of construction documents including specifications. We anticipate that there will be one review meeting and associated submittals with the city at the 99% stage.

All printing and bidding of the project will be conducted by the City of Rapid City. We shall provide one set of stamped drawings for bidding purposed to the city.

We propose to provide these services for a lump sum fee of Two Thousand Three Hundred Dollars (\$2300.00), per the following breakdown:

Pole Foundation Design	\$ 1350
Structural Analysis	\$ <u>950</u>
	\$ 2300

Engineering Consultants fees are due and payable within 45 days of receipt.

Should this proposal be acceptable, the current edition of EJCDC E-520 "Short Form Agreement Between Owner and Engineer for Professional Services" is hereby adopted by reference and as the full and true contract between parties.

WEST PLAINS ENGINEERING, INC.
www.westplainsengineering.com

RAPID CITY, SD ■ SIOUX FALLS, SD ■ CASPER, WY ■ CEDAR RAPIDS, IA

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June , 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 5th Street Pedestrian Crossing ("Project").

Description of Engineer's Services: Final Design and Construction Administration Services for the Project above
based on the attached proposal.

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 (Lump Sum Basis)

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

- 1. A lump sum fee of \$2,300.00

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: _____

By: _____

Daren Beckloff, P.E.

Title: _____

Title: Electrical Engineer/Project Manager

Date Signed: _____

Date Signed: _____

Attest:

License or Certificate No. and State

By: _____

Title:

Date Signed: _____

Address for giving notices:

Address for giving notices:

Todd Peckosh

Daren Beckloff, P.E.

City of Rapid City

West Plains Engineering, Inc.

300 Sixth Street

1750 Rand Road

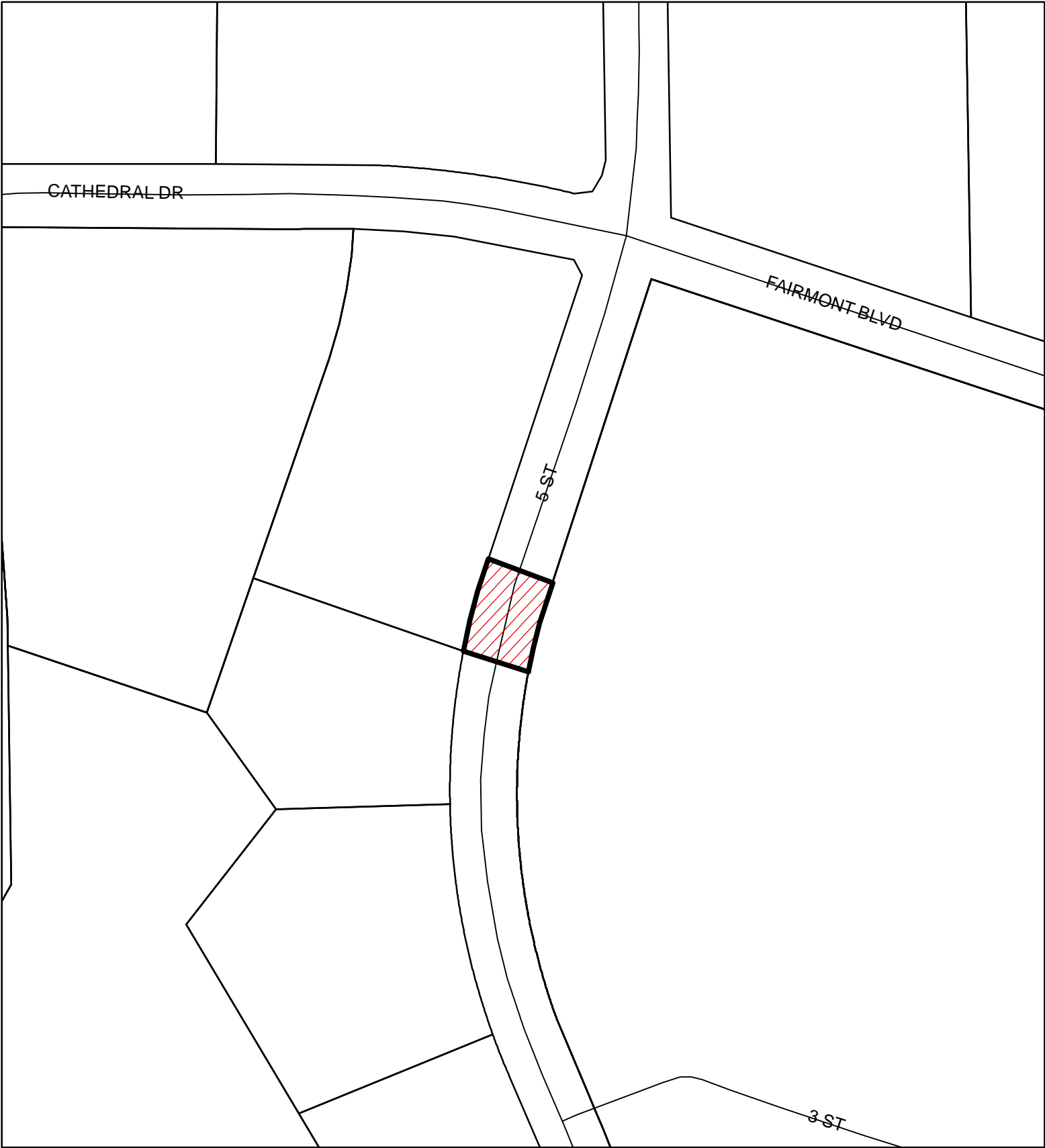
Rapid City, SD 57701

Rapid City, SD 57702

EXHIBIT "A"

PW063009-03

SCALE 1" = 100'



**5th STREET CROSSING AT
RAPID CITY REGIONAL HOSPITAL
PROJECT NO. ST08-1764 CIP # 50750**