

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

Date: July 13, 2010

Project Name & Number: Well 10 Pump Replacement; W10-1889

CIP #: 50831

Project Description: Design, bidding and construction phase engineering services for replacement of the Well 10 pump and motor.

Consultant: CETEC Engineering Services, Inc.

Original
Contract Amount: \$5,520.00

Original
Contract Date: June 24, 2010

Original
Completion Date: Nov. 15, 2010

Addendum No:

Amendment Description:

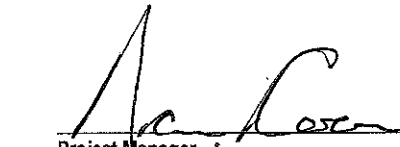
Current Contract Amount: _____
Change Requested: _____
New Contract Amount: _____ \$0.00


Current Completion Date: _____
New Completion Date: _____

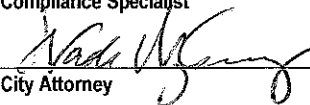
Funding Source This Request:


Amount	Dept.	Line Item	Fund	Comments
\$5,520.00	7011	4223	602	
\$5,520.00	Total			

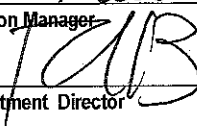
Agreement Review & Approvals

 _____ 7-2-10
Project Manager Date

 _____ 7-6-10
Compliance Specialist Date

 _____ 7-7-10
City Attorney Date

 _____ 7-6-10
Division Manager Date

 _____ 7-6-10
Department Director 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:	7/7/10	Initials:	[Signature]	Approved:	(Y) N
Appropriation:					
Cash Flow:					Y N

**Agreement Between City of Rapid City and CETEC Engineering Services, Inc.
for Professional Services for Well 10 Pump Replacement,
Project No.W10-1889 / CIP No. 50831**

AGREEMENT made June 24, 2010, between the City of Rapid City, SD (City) and CETEC Engineering Services, Inc., (Engineer), located at 1560 Concourse Drive, Rapid City, SD 57703. City intends to obtain services for Well 10 Pump Replacement, Project No. W10-1889, CIP No. 50831. The scope of services is as described in Exhibits A and B.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in Exhibits A and B, serve as the City's professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

Section 1—Basic Services of Engineer

1.1 General

- 1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.
- 1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.



- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it by agreement or otherwise. In such case, the Engineer shall be liable to the City for any additional cost occasioned thereby.



subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.

- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

4.2 **City of Rapid City NonDiscrimination Policy Statement**

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

Section 5—Payments to the Engineer

5.1 **Schedule of Pay Rates**

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer's hourly rate schedule. (See Exhibit C.)



subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

7.4 Specific Requirements

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.

Section 8—Hold Harmless

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

City of Rapid City:

Engineer:

MAYOR

Theodore F. Schulz

CETEC Engineering Services, Inc.

DATE: _____

DATE: 7/7/10

ATTEST:

FINANCE OFFICER

Reviewed By:

Dan Coon, PROJECT MANAGER

DATE: _____



EXHIBIT A

REVISED
ENGINEERING SERVICES PROPOSAL
FOR
Well No. 10 Pump Replacement
City of Rapid City

To: City of Rapid City
Engineering Division
Attn: Dan Coon, P.E., Project Manager
300 6th Street
Rapid City, SD 57701-2724

From: CETEC Engineering Services, Inc.
1560 Concourse Drive
Rapid City, SD 57703

Date: June 24, 2010

Project Description:

The project consists of replacement of the existing submersible well pump in City Well No. 10 in the Fountain Springs Business Park. The existing pump has failed. It is intended to install a new pump with similar performance characteristics. The existing pitless unit and well house piping systems will remain unchanged. It is proposed to replace the submersible level transducer and the motor starter equipment as a part of the project. It is anticipated that the column pipe are in satisfactory condition and that this equipment will be salvaged and re-used.

Scope of Services:

Design

1. Assemble and review existing well data and equipment information. Verify electrical system component sizes.
2. Perform trial pump selections and identify acceptable designs and alternate manufacturers for bidding, including motor and pump efficiencies.
3. Prepare final plans, specifications and bidding documents for Well No. 10 pump replacement and related materials and equipment.

Excluded Services:

Services not anticipated to be necessary and therefore not included in the project scope or fee proposal are as follows:

1. Modifications to sitework, pumphouse structure, mechanical or electrical systems (except motor starter) are not included.

Schedule:

CETEC will endeavor to complete work in a timely manner, generally as outlined following:

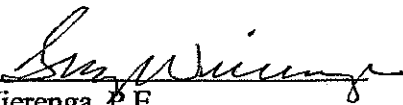
Complete Final DesignJuly 23, 2010
Bid OpeningAugust 10, 2010
Complete ConstructionNovember 15, 2010

Fee:

CETEC proposes a maximum limiting fee contract in the amount of \$5,520.00 for identified services as described in the Fee Estimate, included herein as Attachment No. 1.

Respectfully Submitted:

CETEC Engineering Services, Inc.



Greg Wierenga, P.E.

GW/sjf

EXHIBIT B

ATTACHMENT No. 1**Revised Fee Estimate**

Project: Well No. 10 Pump Replacement
 Prepared For: City of Rapid City
 Prepared By: CETEC Engineering Services, Inc.
 Date: June 24, 2010

	<u>Project Engineer Hours</u>	<u>Project Technician Hours</u>	<u>Clerical Hours</u>	Fee
Design				
Project Coordination and Management	4	-	2	
Background information review	2	-	-	
Hydraulics Review	-	-	-	
Pump selection alternatives	2	-	-	
Detailed Specifications and Bid Documents	8	4	6	
Client Meetings / Reviews	4	-	-	
Labor Hours	20	4	8	
Labor Rate (\$/hr.)	\$ 104.00	\$ 66.00	\$ 40.00	
Labor Fee	\$ 2,080.00	\$ 264.00	\$ 320.00	\$ 2,664.00

Design Subtotal \$ 2,664.00

Bidding Phase				
Clarifications / Addenda / Admin. / Distribution	2	-	4	
Labor Hours	2		4	
Labor Rate (\$/hr.)	\$ 104.00	\$ 66.00	\$ 40.00	
Labor Fee	\$ 208.00	\$ -	\$ 160.00	\$ 368.00

Bidding Phase Subtotal \$ 368.00

Construction Phase				
Submittals	4	-	2	
Site Visits and Start-Up	10	-	-	
Construction Administration / Meetings	2	-	-	
As-Builts and Manuals	4	2	4	
Labor Hours	20	2	6	
Labor Rate (\$/hr.)	\$ 104.00	\$ 66.00	\$ 40.00	
Labor Fee	\$ 2,080.00	\$ 132.00	\$ 240.00	\$ 2,452.00

Construction Phase Subtotal \$ 2,452.00

Expenses				
Printing Allowance (10 sets @ \$30/set) (By City)				\$ -
Travel (60 miles @ \$0.60/mile)				\$ 36.00

Expenses Subtotal \$ 36.00

Total Maximum Fee \$ 5,520.00

EXHIBIT C**Project Labor Rate Schedule – 2010****CETEC Engineering Services, Inc.****Labor Rates**

Ted Schultz, P.E., Project Manager.....	\$104.00/hr.
Greg Wierenga, P.E., Project Manager.....	\$104.00/hr.
Rich Marsh, P.E., Project Manager.....	\$98.00/hr.
Brian Tideman, P.E., Project Engineer.....	\$72.00/hr.
Mike Riker, Field Manager.....	\$68.00/hr.
Jeb Rieb, Senior Project Technician.....	\$56.00/hr.
Jason Sanders, Construction Observer/Technician.....	\$48.00/hr.
Jesse Rieb, Construction Observer/Technician.....	\$56.00/hr.
Rick Fox, CADD Manager.....	\$66.00/hr.
Michael Schille, Senior Engineering Technician.....	\$66.00/hr.
Keith Peterson, RLS, Survey Crew Chief.....	\$66.00/hr.
Jon Collins, Survey Crew Chief/Technician.....	\$66.00/hr.
Jason Dahlman, Technician.....	\$44.00/hr.
Sandy Feickert, Office Administrator.....	\$40.00/hr.
Michelle Ritchie, Clerical.....	\$40.00/hr.

Reimbursable Expenses

Project Travel.....	\$0.60/mile
GPS Equipment.....	\$44/hour
Geo XH GPS Rover.....	\$20/hour
UTV Ranger.....	\$25/hour
ATV Equipment.....	\$20/hour
Blueline Printing.....	Actual Cost
Outside Printing.....	Actual Cost
Subconsultants.....	Cost plus 10%
Wastewater Flow Meter.....	\$200/week
Telephone, Perdiem.....	Non-Reimbursable

Notes:

1. Labor rates are dependent upon CETEC project/team.
2. Rates are subject to change in January 2011

Project Location:
Well 10 Pump Replacement
Project No. W10-1889 CIP No. 50831

