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

Project Name & Number:  Ice Pigging Contract

Project Description:  Ice Pigging of lift station Force Mains for the Water Reclamation Division

Consultant:  Utility Service Company

<table>
<thead>
<tr>
<th>Original Contract Amount: $72,000</th>
<th>Original Contract Date: 7 May 2018</th>
<th>Original Completion Date:</th>
</tr>
</thead>
</table>

Addendum No:

Amendment Description:

<table>
<thead>
<tr>
<th>Current Contract Amount: $72,000.00</th>
<th>Current Completion Date: August 15, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Requested:</td>
<td></td>
</tr>
<tr>
<td>New Contract Amount: $72,000.00</td>
<td></td>
</tr>
<tr>
<td>New Completion Date:</td>
<td></td>
</tr>
</tbody>
</table>

Funding Source This Request:


<table>
<thead>
<tr>
<th>$72,000.00</th>
<th>7071</th>
<th>4225</th>
<th>604</th>
</tr>
</thead>
</table>

$72,000.00  Total

Agreement Review & Approvals

Dave Van Cleave  20 April 2018

Project Manager 4-20-18

Compliance Specialist 4-25-18

City Attorney

Dave Van Cleave  20 April 2018

Division Manager

Department Director 4-25-18

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

c: 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 4/27/18 Y N
Cash Flow Y N
AGREEMENT BETWEEN THE CITY OF RAPID CITY AND UTILITY SERVICE CO., INC. FOR SEWER FORCE MAIN ICE PIGGING

This Agreement is entered into this 7th day of May, 2018 by and between the City of Rapid City, a municipal corporation organized under the laws of the state of South Dakota, of 300 Sixth Street, Rapid City, SD 57701 (hereinafter the “City”), and Utility Service Co., Inc., of 1230 Peachtree St., Suite 1100-Promenade, Atlanta, GA 30309, hereinafter referred to as the “Contractor.”

The parties agree as follows:

1. **Work.** The Contractor agrees to perform the work described in the Ice Pigging Sewer Force Main proposal from Utility Service Co., Inc. dated 2-5-18.

2. **Consideration.** In exchange for the work to be performed as described in the proposal, Contractor shall be compensated in an amount not to exceed $72,000.00. The Contractor will only be paid for work actually performed.

3. **Payment.** Payment for the work will be made to the Contractor by check after the completion of the contracted work, receipt of a signed voucher, and approval by the Council. Payment shall be made within 45 days after receipt of a signed voucher.

4. **Timeline.** The work conducted under this agreement shall be conducted between July 1 2018 and August 15 2018. The Contractor shall provide the City 14 days’ written notice prior to commencement of the work. Work shall not be conducted on legal holidays recognized by the City or Saturdays or Sundays without written consent from the City. The Contractors written requests to work holidays, Saturdays or Sundays shall be made a minimum of 48 hours prior to the day(s) requested to work.

5. **Insurance.** The Contractor shall obtain and maintain at its expense the following minimum limits of occurrence-based insurance coverage for the duration of this Agreement:

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Minimum Limits of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$500,000/$500,000/$500,000</td>
</tr>
<tr>
<td>B. Comprehensive General Liability</td>
<td></td>
</tr>
<tr>
<td>(Including Contractual Liability and Completed Operations)</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>C. Commercial Automobile Liability</td>
<td>$1,000,000 combined single limit</td>
</tr>
</tbody>
</table>

Such insurance policies shall name the City of Rapid City as an additional insured 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. Integration. This Agreement and the agreements and documents referred to herein (including any exhibits incorporated herein) contain the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, negotiations, and understandings, whether written or oral, relating to the subject matter hereof. This Agreement may only be amended by a written document duly executed by all parties.

7. Third Parties. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein shall give or be construed to give any person or entity, other than the parties hereto, their respective successors, and permitted assigns, any legal or equitable rights hereunder.

8. Communication. The parties agree that communication between the parties and coordination of the work described herein shall be made by and between the parties’ representatives listed below.

9. Indemnity. The Contractor agrees to indemnify, defend and hold the City harmless from and against any and all liability, losses, claims, damages, suits, 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 contractor or its employees, or any person, firm, partnership, or corporation employed or engaged by the Contractor.

Due to the potential condition or deterioration of assets that may or may not have been maintained, City shall indemnify Contractor, and all officers and agents of Contractor, against all damages, costs or expenses that may result from damage to property or personal injury caused by reason of the City’s failure to maintain its assets or deterioration of City’s assets in relation to any work in connection with this Agreement.

10. Relationship between the Parties. The relationship of the parties is that of independent contractors. The parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other person, or to assert in any form or forum to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

11. Counterparts. This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.

Sewer Force Main Ice Pigging Agreement
May 7, 2018
12. **Further Action.** The parties covenant and agree that each shall execute and deliver such further instruments or documents as shall be necessary or convenient to effectuate the purposes contemplated by this Agreement.

13. **Severability.** The invalidity of all or any part of any section of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section. If any provision of this Agreement is held to be unenforceable for any reason, it shall be modified rather than voided, if possible, in order to achieve the intent of the parties to this Agreement.

14. **Choice of Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the state of South Dakota, without regard for its choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach of the terms thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the state of South Dakota, without regard for its choice-of-law principles. The parties hereto explicitly agree to submit to the personal jurisdiction of South Dakota state courts, and any dispute relating to or arising out of this Agreement, or the breach of the terms thereof, whether sounding in contract, tort or otherwise, shall be decided solely and exclusively by the Circuit Court located in Rapid City, South Dakota.

Dated this _____ day of ______________, 2018.

CITY OF RAPID CITY

By ____________________________
Steve Allender, Mayor

Attest

Pauline Sumption, Finance Officer

UTILITY SERVICE CO., INC.

By ____________________________
(signature)
Kirt Ervin
(printed name)

Its ____________________________
Region Vice President
(title)

City Project Manager: Contractor Contact:

Dave Van Cleave ____________________________ Nichole Grasma ____________________________
(printed name) (printed name)

(605) 394-4174 ____________________________ 888-987-6805 ____________________________
(phone) (phone)

Dave.VanCleave@rcgov.org ____________________________ ngrasma@utilityservice.com ____________________________
(email) (email)

Sewer Force Main Ice Pigging Agreement
May 7, 2018