Agreement Between City of Rapid City and Dakota Pump, Inc.
for Professional Services and Equipment Installation for the Red Rock Booster Pump Station Upgrades Supervisory Control and Data Acquisition (SCADA) Integration,
Project No. 14-2177/ CIP No. 50812.B

AGREEMENT made ___/___/2017, between the City of Rapid City, SD (City) and Dakota Pump, Inc., (Contractor), located at 25524 413th Avenue, Mitchell, SD 57301. City intends to obtain services for the Red Rock Booster Pump Station Upgrades, Project No. 14-2177/ CIP No. 50812.B Supervisory Control and Data Acquisition (SCADA) Integration. The scope of services is as described in Exhibits A and B.

The City and the Contractor agree as follows:

The Contractor shall provide professional services and equipment installation for the City in all phases of the Project as defined in Exhibits A and B

Section 1—Basic Services of Contractor

1.1 General

1.1.1 The Contractor shall perform professional and installation services described in this agreement. Contractor 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 Contractor for the City are rendered on the basis of experience and qualifications and represent Contractor’s professional judgment.

1.1.2 All documents including Drawings and Specifications provided or furnished by Contractor pursuant to this Agreement are instruments of service in respect of the Project and Contractor 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 Contractor 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.

1.1.3 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.
1.2 **Scope of Work**

The Contractor shall:

1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.

1.2.2 Perform the tasks described in the Scope of Services. (See Exhibits A and B.)

**Section 2—Information Provided by City**

The City will provide any information in its possession for the project at no cost to the Contractor.

**Section 3—Notice to Proceed**

The City will issue a written notification to the Contractor to proceed with the work. The Contractor shall not start work prior to receipt of the written notice. The Contractor shall not be paid for any work performed prior to receiving the Notice to Proceed.

**Section 4—Mutual Covenants**

4.1 **General**

4.1.1 The Contractor shall not sublet or assign any part of the work under this Agreement without written authority from the City.

4.1.2 The City and the Contractor each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.

4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Contractor.

4.1.4 This agreement constitutes the entire agreement between the City and the Contractor and supersedes all prior written or oral understandings. This agreement may only be amended,
supplemented, modified, or canceled by a duly executed written instrument.

4.1.5 The Contractor shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Contractor's 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 Contractor shall make the revisions requested by the City. This work shall be paid for as extra work.

4.1.7 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 Contractor. 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.

4.1.8 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.

4.1.9 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. Contractor will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.

4.1.10 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Contractor and (b) by the Contractor for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Contractor 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 Contractor to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Contractor shall be liable to the City for any additional cost to the extent directly resulting from Contractor's action.
4.1.11 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Contractor involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Contractor's documentation will be in a format consistent with general accounting procedures.

4.1.12 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

4.1.13 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding subcontractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Contractor. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.

4.1.14 The City will give prompt written notice to the Contractor if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.

4.1.15 Unless otherwise provided in this Agreement, the Contractor and the Contractor's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.

4.1.16 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Contractor's services, Contractor may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains
appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.

4.1.17 Contractor hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales, use or excise tax for transactions which are taxable under the laws of the State of South Dakota.

4.2 City of Rapid City Non Discrimination 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.

Contractor 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, toascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

Section 5—Payments to the Contractor

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 and reimbursable rate schedule described in Exhibit C.

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed $90,854.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Contractor shall complete the project as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Contractor may not mark up sub-consultant or sub-contractor services.
5.3 **Progress Payments**

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Contractor based on work completed during the month and approved by the City.

Net payment to the Contractor shall be due within forty-five (45) days of receipt by the City.

**Section 6—Completion of Services**

The Contractor shall complete all field services by December 28th, 2017.

All documentation shall be delivered by March 1, 2018.

Warranty services shall be provided as described in Section 20 and the Attached Exhibits.

**Section 7—Insurance Requirements**

7.1 **Insurance Required**

The Contractor shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

7.2 **Cancellation**

The Contractor will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

7.3 **City Acceptance of Proof**

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Contractor, its consultants or subcontractors interests, and assumes no liability therefore. The Contractor will
hold the City harmless from any liability, including additional premium due, because of the Contractor'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.

Section 8—Hold Harmless

The Contractor hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the 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 Contractor and/or its employees/agents arising out of the services described in the Agreement.

Section 9—Independent Business

The parties agree that the Contractor operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Contractor shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Contractor is inclusive of any use, excise, income or any other tax arising out of this agreement.
Section 10-Controlling Law and Venue

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7th Judicial Circuit, Pennington County.

Section 11-Severability

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

Section 12-Funds Appropriation

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Contractor, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

Section 13-Responsibility of Contractor

General Responsibility: The Contractor shall furnish all transportation, ways, works, machinery, and plant, and all suitable appliances required for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall be fully responsible for the materials and equipment used for the work and for safeguarding the work against damage or destruction until its final acceptance by the City. The Contractor agrees to make no claims for damage to the work prior to final acceptance and will make no claims for damage to the materials except through negligence or willful act of the City.

Before the completion and acceptance of this Contract shall be made good by him, he shall be solely answerable for all damage to the City or the property of the City; to other contractors, or other employees of the City; to the neighboring premises or to any private or personal property due to improper, illegal, or negligent conduct of himself or his subcontractors; employees or agents in and about said work or in the execution of the work covered by this Contract or any extra work undertaken herein provided; or to any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery or plant. He shall indemnify and save harmless the City and its officers and agents from all claims relating to labor, materials, and methods used in executing the work.
Section 14-Patents

It is further agreed that all royalties for patents or patent infringement claims, whether such patents are for processes or devices, that might be involved in the construction or use of the work, shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and shall be liable for any damages or claims for patent infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that might be instituted at any time against the City for infringement or alleged infringement of any patent or patents involved in the work; and in case of an award of damages, the said Contractor shall pay such award; final payment to the Contractor by the City will not be made while any such suits or claims remain unsettled.

Section 15-Indemnity

The Contractor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it and this shall include acts or omission of subcontractor.

The Contractor shall, and is hereby authorized to, maintain any part for such insurance, issued in the name of the City, as will protect the City from his contingent liability under this Contract, and the City's right to enforce against the Contractor any provision of this Section shall be contingent upon the full compliance by the City with the terms of applicable insurance policy or policies, a copy of which shall be deposited with the City.

Section 16-Performance Bond

The surety bond executed by the Contractor, issued to the City, shall be a guarantee:

A. For the faithful performance and completion of the work in strict accordance with the terms of the contract, specifications, and detailed plans;

B. For the payment to the City of all sums due or which may become due by the terms of the contract; as well as by reason of any violation thereof by the Contractor;

C. For the payment of all bills, including the hire, rental or lease of equipment or machinery, and the operators thereof, used on the work, and for all materials, lubricants, oils and gasoline used in or consumed in the construction of such work and for all labor performed in such work whether by sub-contract or otherwise;

D. The payment of any and all judgments and costs of suits and actions brought against the City or officials thereof, for any cause whatsoever, arising from or on account of any injuries or damages to life or property suffered or sustained by any
person, firm or corporation, caused by the Contractor, his or its agents, servants or
employees in the construction of said work, or by or in consequence of any
negligence, carelessness or misconduct in guarding or protecting the same, or any
act or omission of the said Contractor his agents, servants, employees;

E. And for the protection of the City against all suits and claims for infringements or
alleged infringements of patent rights processes.

This section shall in no way be construed as limiting the obligation under the
Performance Bond actually furnished, but may be an addition thereto.

The City agrees to mail a notice to the Contractor, calling his attention to any failure to
comply with the requirements of the bond, not more than ten (10) days before notifying
his bondsmen of such failure to comply with the terms of said bond.

Section 17-Laws and Ordinances
The Contractor shall keep himself fully informed of all existing and current regulations of
the City, County, State, and Nation, which in any way limit or control the actions or
operations of those engaged upon the work, or affecting the materials supplied to or by
them. He shall at all times observe and comply with, all ordinances, laws, rules and
regulations and shall protect and indemnify the City and the City's officers and agents
against any claims or liability arising from or based on any violation of the same. The
Contractor shall give all notices and comply with all laws, ordinances, rules, and
regulations bearing on the conduct of the work. If the Contractor performs any work
knowing it to be contrary to such laws, ordinances, rules, and regulations and without
such notice to the City, he shall bear all costs arising therefrom. Such performance
shall constitute a waiver of any and all claims associated with the work.

Section 18-Permits and Licenses
Unless otherwise specified, permits and licenses of a temporary nature necessary for
the prosecution of the work shall be secured and paid for by the Contractor. Permits,
licenses, and easements for permanent structures or permanent changes in existing
facilities shall be secured and paid for by the City, unless otherwise specified.

Section 19-Testing of Completed Work
Before final acceptance, all parts of the work shall be tested and each part shall be in
good condition and proper working order or shall be placed in such condition and order
at the expense of the Contractor, unless otherwise specified. All tests of completed
work required under this contract shall be made under the direction of the City by and at
the expense of the Contractor, who shall repair at his own expense all damage resulting
therefrom.
Section 20-Project Acceptance and Warranty Period

Final acceptance of the project by the City will be documented by the issuance of an acceptance letter, which is issued according to the following criteria:

1) Construction has been substantially completed and the facilities can be put to their intended use.

2) All testing has been completed, and the required results have been met.

The date of the acceptance letter documents the start of the two-year warranty period, during which the Contractor shall be notified in writing of any defects in the project and shall submit to the Public Works Dept. a construction schedule to correct the defects at their expense within ten (10) days of receipt of the notice. Failure to correct or undertake, with due diligence, to correct the deficiencies within the specified time may cause the City to make the necessary repairs and bill the Contractor one and one-half (1 1/2) times the costs incurred; providing, however, that in case of an emergency, where, in the judgment of the City, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

The City reserves the right to extend the warranty period if excessive problems are apparent during the initial two-year period.

During a period of two years after the completion of the work covered by this contract and the final acceptance in writing thereof by the City, the Contractor shall make all needed repairs arising out of defective workmanship or materials furnished by the Contractor; or both, which in the judgment of the City shall become necessary during said period. The City is hereby authorized to make such repairs at the Contractor’s expense, if within ten days after the receipt of a written notice to the Contractor, or his agent, the said Contractor shall neglect to make, or undertake with due diligence to make, the aforesaid repairs; providing, however, that in case of an emergency, where in the judgment of the City, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the cost thereof.

Section 21-Waiver of Rights

Neither the inspection by the City or any of their employees, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the equipment, material, or work by the City, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.
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:

MAYOR

DATE: 7-7-17

Contractor:

DATE: 7-21-17

ATTEST:

FINANCE OFFICER

Reviewed By:

MORGAN FALCONE, ENGINEERING PROJECT ENGINEER

DATE: 7-25-17

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME: Morgan Falcone
PHONE: (605) 394-4154
EMAIL: morgan.falcone@rcgov.org

CONTRACTOR'S DESIGNATED PROJECT REPRESENTATIVE

NAME: Quinten Schultz
PHONE: (605) 716-7505
EMAIL: controls@dakotapump.com

Red Rock Booster Pump Station Upgrades
SCADA Integration Agreement
Project No. 14-2177/CIP No. 50812.B
EXHIBIT A

Professional Services and Equipment Installation for the Red Rock Booster Pump Station Upgrades Supervisory Control and Data Acquisition (SCADA) Integration
City of Rapid City
Project No. 14-2177, CIP 50812.B

Introduction

This project shall consist of providing professional services related to the design, integration and installation of new Water Distribution System hardware components along with software modifications to the existing City systems for the Red Rock Booster Pump Station Upgrades, Project No. 14-2177, CIP 50812.B, for the City of Rapid City (Owner). The project will include all the necessary labor, software, hardware, and installation services to add the remodeled Red Rock Booster Pump Station to the City’s existing Supervisory Control and Data Acquisition (SCADA) system and to insure the Red Rock Booster Station control system both operates as intended and will integrate and function properly with the City’s existing SCADA system.

The Red Rock Booster Pump Station Upgrades Project (Project) has been designed by Bartlett & West, Inc. This design contains intended operational narratives to be satisfied by Dakota Pump Inc. (DPI) as the City’s SCADA Systems Integrator. In addition to satisfying the design criteria as identified in the Contract documents for the facility, DPI shall supply professional services as needed and requested by the City related to plans and specifications, submittal review, installation supervision, etc.

The Project is currently being constructed by Action Mechanical, Inc. who is the Prime Contractor (Action Mechanical) for the Project.

The Red Rock Booster Pump Station shall be referred to in all subsequent SCADA documentation as RTU_32 Red Rock BPS, following the naming convention currently in place for the rest of the Water Distribution SCADA system.

This agreement identifies DPI’s scope related to construction, process integration, and system prove out of the Project. The contract documents for the Project are incorporated by reference in this agreement. Materials and requirements, where applicable to DPI’s scope of work and where specified in the Project plans and specifications, shall meet or exceed the requirements specified.

Scope of Work

The following tasks shall be the basis for work completed by DPI:

- Task 1 Project Administration
- Task 2 Project Management
- Task 3 Plan / Specifications and third party submittal reviews
The above tasks are described in more detail below:

Task 1 – Project Administration

Coordination for the SCADA Integration portion of the Red Rock Booster Pump Station will be handled by DPI and delegated to Team Members as needed to satisfy the contract items within this agreement and the Project plans and specifications. Items may include progress meetings, team coordination, or conference calls as required by the City or third parties authorized by the City. This includes attendance of the preconstruction meeting at the start of the Project. As directed by the City, DPI will respond to any requests for information (RFIs) that may arise during the Project. Attend progress meetings as requested by the City. DPI anticipates participation in progress meetings as needed by the City beginning with the 3rd meeting in October, 2017.

Task 2 – Project Management

Project management will be handled by DPI and will include task scheduling and quality control and quality assurance. The point of contact will be Quinten Shultz, Division Manager (605-770-6201 cell). From this single point of contact, all related tasks will be delegated to team members identified in Exhibit C as required and results scrutinized for quality, accuracy, and owner satisfaction.

Task 3 – Plan / Specifications and third party submittal reviews

DPI shall, at the request of the City, review plans, specifications, and pertinent submittal data supplied by a third party (i.e. Action Mechanical, their subcontractors and Suppliers) for the purposes of verifying adherence to plans and specifications, existing system compatibility, and determination of equality.

Task 4 – SCADA Remote Terminal Unity (RTU) Panel Design

4.1 Design: Based on Input / Output (I/O) and operational requirements noted in the plans and specifications, DPI shall design an RTU panel consistent with industry best practices and equipment existing in the current SCADA System operated by the Rapid City Water Division. I/O count shall be as specified by the Project. Spare I/O provided shall include a minimum of 10% of each type of the number of spares as specified by Bartlett & West, whichever is greater. Where 10% is less than (1), (1) spare shall be
provided. The PLC provided shall have the capability for additional expansion modules beyond those provided with the Project with ample panel space to accommodate.

4.2 Equipment Selection: Select equipment to be used. The equipment will be similar or the same as equipment installed in the rest of the City’s Water Distribution SCADA System. Devices that may be unique to this site or are required to fill a specific need will be discussed with the City prior to the submittal process.

4.3 CAD / Electrical Drafting: Generate RTU Panel drawings showing all interconnections with sensing devices and control points. The drawings will include interconnection points for devices NOT supplied by DPI such as pressure transmitters, motor control centers (MCC’s), etc. The final revisions will be supplied to the City as part of the O&M submittal process.

Task 5 - Submittals

Provide submittals containing RTU panel dimensions, interconnection drawings, panel layouts, loop drawings, product cut sheets, and I/O lists and as specified in the Project plans and specifications. Where equipment is being supplied that is the same as what has been submitted as part of the overall Water Distribution Supervisory Control and Data Acquisition (SCADA) Improvements Implementation Phase, Project No. 14-2218/CIP No. 51067. DPI can reference these approved submittals for approval by the City. New equipment that has not been reviewed and approved by the alternate contract must be submitted and approved in accordance with the Project plans and specifications.

Submittal information shall be generated electronically and delivered to the City for review. One (1) hard copy shall be provided for all information delivered electronically.

A minimum of (3) bound copies of final submittal information shall be provided and shall be accompanied by an electronic version in .PDF format on a CD or Flash drive.

City will provide as-built construction drawings of the MCC package from the approved supplier to complete the submittal process. The same is true of any device intended to be connected to the SCADA system being supplied by another party.

Task 6 RTU Panel Supply

6.1 Equipment Supply a UL508A listed RTU control panel for the Red Rock Booster Pump Station in accordance with the Project. The control panel shall be constructed as designed in Task 4 and approved by the City in Task 5. The panel construction shall be scheduled so as not to adversely affect the completion date of the Project.

Task 7 Programming

7.1 PLC & Local HMI: Provide programming of the Red Rock Booster Pump Station per the Project specification control narrative as described in section 409001. Programming shall be "debugged" and proved out to the City’s satisfaction. All programming shall become the property of the City and shall be supplied in both printed and native formats during O&M Submittal. The Local Human Machine
Interface (HMI) will be provided and programmed. Screens shall have the same look and feel as others in the City’s system. The HMI will be adjusted as required to satisfy the needs of the City.

7.2 Variable Frequency Controllers: Work with Action Mechanical to assure the VFC and the RTU communicate correctly and work in conjunction with each other. Work to insure that the SCADA system is performing as intended and Action Mechanical is receiving the necessary information during programming as specified in specification 409001. Coordination will include, and not be limited to, ramping characteristics, network addressing, time delays, etc. The VFC’s are supplied by others, and the VFC manufacturer’s representative, under Action Mechanical, is responsible for configuration and programming the VFCs. DPI will configure the network prior to commissioning.

7.3 Instruments: Work with Action Mechanical to assure the field Instruments supplied by others communicate correctly. Provide assistance for instruments that require adjustment for scaling DPI output typed to integrate with the SCADA system. Interface with Action Mechanical during initial setup. Initial scaling is anticipated to be completed by Action Mechanical. DPI shall provide assistance, where necessary, regarding programming and calibration.

Task 8 – RTU Installation

Starting Point - A raceway / gutter located as indicated in the plans and specifications shall provide a contractual stopping point for Action Mechanical. At this location, all signal wires for instruments noted in the plans and specification shall be labeled and coiled with sparc conductor of the length as specified in the Plans and Specifications. This shall be the contractual starting point for this agreement. Supply and installation of the gutter is NOT part of this agreement.

8.1 RTU Panel - DPI shall supply and mount a new RTU Panel with dimensions not to exceed 42” H x 30” W x 12” D at the location specified on the Project drawings. The top of the RTU shall be mounted per the plans and specifications above the floor and be connected to the aforementioned gutter by conduit sized appropriately with adequate spare capacity. Conduit type shall be equal to that installed in the rest of the facility per the plans and specifications for the Project.

8.2 Wire Termination - DPI shall terminate all wires left coiled and labeled by Action Mechanical in the supplied RTU panel. No third party shall terminate any conductor of any voltage or signal type without DPI being present. DPI will provide conduit connections between the wire way / gutter and the new RTU panel and land all low voltage signal wires on their designated terminal. DPI shall secure the services of a licensed electrical subcontractor under this Contract for termination of any wire carrying voltages greater than 90 VAC.

Any onsite modifications to the RTU shall be documented and submitted to the City in a final As Built document including operation and maintenance information.

8.3 Instrument Signal Prove Out – In cooperation with instrumentation suppliers, manufacturer’s reps, and Action Mechanical, DPI shall perform signal wire verification and document to the satisfaction of the City and the project engineer as
needed. Each signal shall be verified for proper labeling, termination point, and scaling where applicable. This shall be done prior to energizing the circuit, where possible.

A full I/O point check will be performed and documented.

8.4 Electrician Terminations: The services of a licensed electrical subcontractor will secured by DPI for applicable work. Administration for this item is included in Task 1.

Task 9 – Mountain View SCADA Integration

9.1 Master PLC: Add the Red Rock BPS RTU to the polling structure of the MASTER PLC at the Mountain View WTP. Configure all security interlocks and user authorization codes to match the rest of the City’s SCADA system locations. Programming will include collecting and displaying all the specified Red Rock Booster Pump Facility Data as noted in the Plans and Specifications for the Project.

9.2 VT SCADA HMI: Develop a graphic interface for the Red Rock BPS on the City’s existing SCADA Master HMI computer. The graphical interface shall have the same look and feel as others in the system. Programming will include collecting and displaying all the specified Red Rock Booster Pump Facility Data as noted in the Plans and Specifications for the Project. The graphics will be adjusted to the City’s satisfaction.

Task 10 – Final Documentation and Training.

10.1 Training: Provide training on the overall operation of the Red Rock Booster Pump Station control system, including the setup and operation of any control logic for the site to the satisfaction of the City. This training will include, but not be limited to, instruction on the RTU panel and components, communication components and troubleshooting. It may also include VFC operation, and instrument maintenance as it pertains to SCADA because training for items supplied by others will include training by others. Training shall be provided as specified in the Project Plans and Specifications with exceptions as listed below:

   - Exception taken to Project specified hours of training. DPI shall supply hours of training as allocated in Exhibit B.

Training will be supplied and scheduled at the City’s convenience. Training sessions will be a minimum of 4 hours in duration and may include on site, in class, or hands on operation of components or software as desired by the City. An agenda shall be provided in advance of training per the Project plans and specifications. Training will be separate from Startup. Videotaping of the training for the Project is anticipated under a separate contract.

10.2 O&M: An operation and maintenance manual will be provided and shall include data on all components supplied by DPI. Drawings included in the O&M will include all interconnection points included those to devices supplied by a third party. Three (3) Copies of the O&M will be supplied to the City in printed, bound format. A single
electric copy of the O&M shall be provided on CD or Flash drive. All programs and
drawings shall be provided in their native format, (i.e. .DWG, .DXF, .RSS,). Software
applications that create these files will NOT be provided as they have been provided
under a separate contract. Reference section 017800 of the Red Rock Booster Pump
Station contract documents for expectation of O&M Format and inclusion requirements
for items as applicable to the SCADA equipment and services.

10.3 As-Built: In addition to the submittal and O&M information, DPI will record “as
constructed” information on a separate set of Plans for submittal upon completion of the
Project. Specifically, this pertains to Specification section 409001 and the
Instrumentation and Control Plan sheets. This can be accomplished via “redlines” that
will be formalized by Bartlett & West at the conclusion of the Project. 1 hard copy and 1
electronic pdf shall be provided.

Task 11 – Bypass Pumping Temporary Monitoring.

11.1 Temporary Equipment Provide equipment and services to display the monitoring
requirements as specified in the Project specification section 330190 to the Mountain
View WTP. Automation of the temporary pumping station is not included. All
instruments and sensing devices are also provided by others. DPI shall be available to
assist in startup if need arises and at the request of the City. A temporary panel supplied
by DPI will be a maximum of 24" L x 24" L x 8” D. DPI will coordinate with Action
Mechanical and install the panel in an agreed upon location and provide all wiring
necessary to transmit the signal back to Mountain View Treatment Plant. The equipment
will be salvaged to the City upon completion of the bypass pump process and
reinstatement of the Red Rock BPS control system. Parallel operation of the temporary
monitoring system with the new permanent RTU will be accommodated as needed.

Temporary RTU equipment will be equal, where possible, to the equipment being
installed in other locations in the City’s Water Distribution System. The intent is that the
City may retain these components as “spares” for future maintenance purposes.

A bill of materials with part numbers as well as a drawing will be submitted to the City as
part of Task 5 of this Contract.

DPI shall maintain and replace, if necessary and as needed for the duration the temporary
pumping is in service.

Task 12 – Performance Bonding: Performance Bonding shall be secured for this contract
and represents approx. 2% of the contract price. See attached for bonding certificate.

Task 13 – Warranty Close Out. This Project has a (2) year warranty period. Prior to the
warranty expiration date, DPI shall attend a site walk through, assist with Punch list item
development and attend meetings as necessary to identify any warranty items related to
this scope of work.
Schedule

Project Schedule to be coordinated with the Red Rock Booster Pump Upgrades Project with all work related to this contract being completed as provided in the Agreement.

The temporary pump station panel installation shall be coordinated with Action Mechanical and installed such that Action Mechanical does not incur delay per Section 011000.
EXHIBIT B
Fee Estimate
Professional Services and Equipment Installation for the Red Rock Booster Pump Station
Upgrades Supervisory Control and Data Acquisition (SCADA) Integration
City of Rapid City
Project No.14-2177, CIP 50812.B

<table>
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<tr>
<th>Task Number</th>
<th>Task Description</th>
<th>Task Subtotal</th>
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<td>Meetings</td>
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<td>2</td>
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<td>3</td>
<td>Plan, Specification, Submittal Review</td>
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<td>4</td>
<td>RTU Panel Design</td>
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EXHIBIT C

Schedule of Labor Rates and Expenses
Professional Services and Equipment Installation for the Red Rock Booster Pump Station
Upgrades Supervisory Control and Data Acquisition (SCADA) Integration
City of Rapid City
Project No.14-2177, CIP 50812.B

<table>
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<th>Employee Classification</th>
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<td>Engineer / PE</td>
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<td>Engineer</td>
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1. Transportation .................. Included in Hourly Rate.
2. Meals ................................ Included in Hourly Rate.
3. Lodging ................................ Actual Cost.
4. Subcontracting .................... At Cost.
5. Copies, Printing .................. At Cost.

Some Rates listed may not be used. Refer to Exhibit B for anticipated rates for this project.