Agreement Between City of Rapid City and Banner Associates, Inc. for Professional Services for Enchantment Pressure Reducing Facilities (PRV) Short Term Piping Upgrades, Project No. 20-2590/CIP 51261

AGREEMENT made _________________________________, 20__, between the City of Rapid City, SD (City) and Banner Associates, Inc, (Engineer), located at 2201 Jackson Blvd #200, Rapid City, SD 57702. City intends to obtain services for Enchantment Pressure Reducing Facilities (PRV) Short Term Piping Upgrades, Project No. 20-2590/CIP 51261. The scope of services is as described within this document and as further described in Exhibits A, B and C (attached).

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project and as further defined in Exhibits A, B and C (attached), 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.
1.1.4 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 Engineer 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 Exhibit A.)

1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.

1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

**Section 2—Information Provided by City**

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

**Section 3—Notice to Proceed**

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer 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 Engineer 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 Engineer 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 Engineer.
4.1.4 This agreement constitutes the entire agreement between the City and the 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.

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 Engineer’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 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. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer’s action.

4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer’s documentation will be in a format consistent with general accounting procedures.

4.1.13 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 Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer’s services.

4.1.14 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 Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.

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

4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer’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.
4.1.17 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 Engineer’s services, Engineer 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.

4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or 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 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 $54,200.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design 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. Prime consultant 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 Engineer based on work completed during the month per the hourly rates and allowable reimbursable as established in Section 5.1 and approved by the City.

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

Section 6—Completion of Services

The Engineer shall complete services on or before **July 15, 2023** based on award date of **June 15, 2020**.

Section 7—Insurance Requirements

7.1 **Insurance Required**

The Engineer 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 Engineer 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 Engineer, its consultants or 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 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 may be provided. Claims-made coverage shall continue through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of 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. The policy shall name the City and its representatives as an additional insured.

7.4.4 Professional liability insurance providing coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than $1,000,000 each occurrence and not less than $1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services. If this policy provides for claims-made coverage, the claims-made coverage shall continue through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate throughCertificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of three years after completion of the terms of this Agreement.

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.

Section 9—Independent Business

The parties agree that the Engineer 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 Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

Section 10—Indemnification

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities.
undertaken for this project, except to the extent such liability is caused by Engineer’s negligence.

Section 11—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 12—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 13—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 Engineer, 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.

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:  

STEVE ALLENDER, MAYOR

DATE: ____________________  

Engineer:  

CHERYL CHAPMAN, PhD, PE,  
BANNER ASSOCIATES, INC.

DATE: ____________________
ATTEST:

PAULINE SUMPTION, FINANCE OFFICER

Reviewed By:

MORGAN FALCONE, P.E., PROJECT MANAGER

DATE: ____________________________

CITY’S DESIGNATED PROJECT REPRESENTATIVE

NAME    Morgan Falcone, PE
PHONE   605-394-4154
EMAIL   Morgan.Falcone@rcgov.org

ENGINEERING FIRM’S DESIGNATED PROJECT REPRESENTATIVE

NAME    Cheryl Chapman, PhD, PE
PHONE   605-484-0334
EMAIL   Cherylc@bannerassociates.com
EXHIBIT A

Enchantment Pressure Reducing Facilities (PRV) Short Term Piping Upgrades
Tasks 1 to 5
Project # 20-2590/CIP 51261

BACKGROUND

Two (2) Pressure Reducing Valve (PRV) vaults, “Enchantment Hills PRV Station #1” and “Enchantment Hills PRV Station #2”, were evaluated by Bartlett & West as part of a PRV Station Facility Plan, project number 14-2179 / CIP 50812.E. The 8’-diameter steel vaults were manufactured by Dakota Pump, Inc. in 1999 and presumptively installed the same year. The Dakota Pump, Inc. project numbers for PRV Station #1 and PRV Station #2 are 99-99-10 and 98-99-08 respectively.

Currently, the vaults are showing signs of corrosion and the interior piping has developed a few “pin holes” leaks. Voltage was measured as part of the study and indicated that the anodes no longer provide cathodic protection. The PRV’s are in good condition but default to the “open position” when they fail which creates up to an additional 48 psi to downstream users. No measurement instrumentation (I.E. flow, pressure) is currently installed in the vaults.

Work highlighted by the City to be completed under this Contract includes:

- Complete replacement of all interior steel process piping with similar size and material including piping through vault walls,
- Complete replacement of all valves excluding the PRV’s,
- Reverse PRV pilot tubing so valve fails closed,
- Provide locations for City provided resistivity testing. Consultant will provide direction for replacement of cathodic protection anodes based on testing,
- Install cathodic protection test station,
- Install flow measurement device on 2” PRV and onsite flow data collection,
- Install flow measurement device on 6” PRV and onsite flow data collection,
- Communicate and coordinate with City’s SCADA Consultant (Dakota Pump, Inc.) for instrumentation recommendations and installation of flow data collection equipment,
- Temporary water service sizing and bypass,
- Coordinate with Geotechnical consultant for proctor and compaction testing.

The following includes the Tasks and services to be completed under this project.

TASK 1 - PRELIMINARY DESIGN SERVICES:

This task consists of all services necessary to take the project from beginning through the Preliminary Design submittal stage and may include the following itemized services.

1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. The consultant shall prepare an agenda, take minutes, and
distribute minutes within 7 days of meeting.

1.2 Review background information listed in this RFP, and any other resources as necessary.

1.3 Site survey is not anticipated to be required for this work. Property/easement boundaries may end up being provided by the City. Any elevation data provided shall be in NAD 83 (2011) NAVD 88 South Dakota State Plane South Zone. The horizontal and vertical coordinates shall be established from the Rapid City Primary Control Network.

1.4 Determine locations of existing water services.
   A. Rapid City Utility Maintenance will provide locating services for all water mains.
   B. Rapid City Utility Billing and Service will operate curb stops to verify individual water connections. City will be responsible for repairing broken or inoperable curb stops.
   C. Engineer will coordinate schedule with Rapid City Billing and Service and be responsible for notifying property owners of temporary water shutoffs and request for entry into structures to verify shutoffs.
   D. Rapid City Staff shall work with consultant in establishing construction boundaries based on City provided survey or plat information.

1.5 Private Utilities Base Plan Verification Meeting: The consultant shall send base plans to the private utilities requesting verification that their utilities are shown correctly per their records. A meeting with the private utilities shall be scheduled after submitting plans to verify that the utilities are shown correctly and to make plan revisions as needed.

1.6 Conceptual Design Submittal
   The Conceptual Design Submittal shall generally consist of the following documents:

   A. Conceptual Drawings
      Provide three (3) copies and a PDF version of the conceptual drawings. The conceptual drawings shall contain the following sheets:
      • Cover Sheet – Note the index of Sheets indicating the anticipated drawing sheets shall be provided.
      • Survey Control Sheet – The Survey Control sheet shall include control points with Northing, Easting, Elevation, and Description with Station and Offset to the closest alignment. Horizontal alignments including beginning and end stations, and deflections and curve data. Combined ground to grid scale factor and Basis of Bearings.
      • Anticipated traffic control phasing and erosion control measures.
      • Property Layout and Land Ownership (if applicable).
      • Plan and Profile Sheets - Show existing and proposed utility mains and existing services, storm sewers, driveway locations, fittings, and proposed surfacing and drainage items. The utilities should be shown in profile as well. Design Criteria elements like profile grades, “K” values, vertical and horizontal curve data should be included.
      • Anticipated Rapid City Standard Details
      • Special Details - Conceptual layouts for special/critical elements for example buildings, special drainage structures, pump facilities, etc.
• Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards. Use current City-provided drawing templates.

1.7 Attend submittal review meeting with City Staff if necessary.

**TASK 2 - FINAL DESIGN SERVICES:**

This task consists of all services necessary to take project from Task 1 Preliminary Design Services through the Final Design Services and may include the following itemized services.

2.1 Provide a complete stormwater pollution prevention narrative which will include detailed erosion and sediment control measures and specifications. Provide a complete erosion and sediment control site plan which includes station and offset locations for each implemented measure. Include both temporary and permanent erosion and sediment control measures. Include an erosion and sediment control sequence of implementation and phasing schedule. Each erosion control item shall be bid separately.

2.2 Provide cathodic protection requirements based on City’s resistivity testing results.

2.3 Consultant is responsible for the instrumentation and control design for the project as called for in the scope of services. SCADA integration will be provided by others under a separate contract with the City. Coordination with the City’s SCADA contractor, Dakota Pump Inc. shall be provided to ensure proper system integration for project upgrades. Consultant to provide process, instrumentation and control diagrams, operational narratives, input/output (I/O) and operational requirement in the project plans and specifications. Consultants design will include items up to a line of demarcation (typically a terminal strip to be construction/supplied by the awarded contractor). Everything beyond the terminal strip will be constructed/supplied by the City SCADA consultant and shown as “provided by others” in the final plans. City shall make the SCADA integrator available for the Consultant for questions. Consultant shall coordinate with the City's SCADA integrator as necessary to accomplish the design. This is anticipated to include phone calls.

2.4 Consultant shall prepare specifications for required certifications (I.E. welding, pressure testing).

2.5 Provide design of flow monitoring and onsite data collection equipment for the purpose of tracking and storing individual site flows. Data shall be transferrable via USB drive or other form of City approved communication.

2.6 Provide detailed traffic control plans showing all devices required for a MUTCD compliant plan. Show all streets and alleys that may be impacted by this project. Show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plan. A detailed layout will be included for each phase of multi-phased projects. The traffic control sequence of implementation and phasing schedule shall coincide with erosion and sediment control sequence of implementation and phasing schedule. Each traffic...
control device shall be bid separately. The City will provide an electronic version of
an aerial photo for the selected consultant’s use.

2.7 Provide a Project Sequence of implementation and phasing schedule which shall
include such items as traffic control, erosion and sediment control, utility
installations, paving, restoration, and construction milestones.

2.8 The consultant shall create a detailed list of all potential utility conflicts caused by
the project. City Project Manager shall schedule the Private Utility Coordination
Meeting. The consultant shall prepare the meeting agenda and include the list of
utility conflicts for discussion at the meeting. If a private utility intends to replace
their infrastructure, the consultant shall coordinate a location corridor for the
utilities and show the proposed location on the drawings. Indicate if the private
utilities intend to abandon or replace the infrastructure prior to or during this
project’s construction. Coordinate directly with utility companies’ engineering
divisions to ensure that all existing utilities are completely and accurately identified
and located in the field; that pertinent information regarding depth, material, size,
etc. are noted on the plans; and that conflicts requiring relocation of utilities or
special construction techniques are fully specified in the contract documents. Prior
to the meeting, preliminary plans shall be provided to the pertinent utilities for
comment at the time they are complete. The consultant shall document the
resolution of each utility conflict agreed upon by each utility company.

2.9 Provide the City Project Manager a list of all private utility conflict resolutions. If
private utilities will need to be relocated, assist PM as necessary with formal
notification. If desiring exceptions from City requirements or specifications, it is the
Consultant’s responsibility to request and secure exceptions. Failure by the City to
comment on a nonconforming item during a review does not constitute the granting
of an exception.

2.10 If desiring exceptions from City requirements or specifications, it is the
Consultant’s responsibility to request and secure exceptions. Failure by the City to
comment on a non-conforming item during a review does not constitute the
granting of an exception.

2.11 Provide detailed specifications supplementing the City of Rapid City Standard
Specifications, as necessary. Typically, project drawing specific issues should
be indicated as a General Note on the drawings. Material types and material
specific items would be included as a detailed specification.

2.12 Engineer shall obtain a design exception for Infrastructure Design Criteria manual
requirements and Standard Specifications as needed. Exceptions to the Standard
Specifications shall be documented on the General Notes sheet of the construction
plans. The table shall include the following:

- City Exception File Number
- Specification Section
- Description
- Stipulations

2.13 Provide complete plans and specifications for a unit price construction contract. A
price and payment specification will be part of the detailed specifications and will
be in place to describe the unit price lump sum items being bid. Hard coded submittal and project closeout bid items are anticipated whose dollar values will be provided by the Consultant. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.

2.14 plans documents shall adhere to current City of Rapid City guidelines.

2.15 Provide three (3) copies (22x34) and a PDF version of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City’s project manager for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.

2.16 Address 100% submittal staff comments as necessary.

2.17 All submittals (drawings and specifications) believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance with City Standards which shall read, “I (insert Engineer of Record’s name) Certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City’s adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured”. This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The “Certification Statement of Conformance with City Specifications” shall be signed and dated by the Engineer of Record.

2.18 Prepare any and all permits with exhibits the City will need to execute for the project.

2.19 a. Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost. Typically, all permit costs are the Contractor’s obligation except as indicated in the City’s contract front end documents.

b. Consultant shall obtain signatures and submit Notice of Intent to DENR for project coverage under the “General Permit for Stormwater Discharges Associated with Construction Activities”. A fee is associated with this permit which shall be a reimbursable through consultant invoicing.

2.20 Prepare final “Engineer’s Estimate” of probable construction cost for the project.

2.21 Deliver the following:

- Provide one (1) copy and a PDF version of bid documents including complete plans (22x34 format), specifications, and Engineer’s Estimate of probable construction cost to the City of Rapid City’s project manager for City distribution.

- Provide complete plans on CD compatible with AutoCAD Release 2011 (Release currently used by the City) or newer format.
  - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
EXHIBIT A
Enchantment Pressure Reducing Facilities (PRV) Short Term Piping Upgrades
Project # 20-2590/CIP 51261

- Provide complete specifications and contract documents on CD in current versions of Microsoft Word or previous versions
- Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City “Engineer’s Estimate” form.
  - Provide Engineer’s Estimate of probable construction costs as a component of this submittal.
- Provide all final design documents in PDF format on a CD.
- Print and distribute five (5) copies of plans/drawings to the City of Rapid City at 11” x 17” scale for construction services personnel.

2.22 Prior to the advertisement for bids, the Consultant shall draft a letter to be sent out by the City to affected residents and arrange and conduct a public open house with affected residents. The open house shall be held sufficiently ahead of the project advertisement for bids such that public comments and concerns may still be addressed within the final project documents. Notice of the open house shall be mailed to all property owners adjacent to the proposed work area(s), as well as those in the immediate area who may be directly impacted by the construction, as determined by the City. The Notice shall be mailed on City letterhead and shall bear the City Project Manager Signature. The Consultant shall tabulate the public comments and concerns and provide written recommendations for staff review regarding possible inclusion or exclusion of such requests.

2.23 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval, and the Consultant shall address any comments or corrections required.

2.24 Consultant shall provide a recommended construction schedule so as to allow work associated with this project to fall into acceptable seasonal conditions including but not limited to excavation and seeding.

TASK 3 – BIDDING SERVICES:

This task consists of all services necessary for the administration of the Bidding Services of the project, and may include the following itemized services.

3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
3.2 Consultant shall proof print quality at printers before full production of copies are made.
3.3 Arrange and conduct a Pre-bid Conference, prepare an agenda and record attendance and minutes. Distribute minute copies to only Consultant and City.
3.4 Prepare and issue addenda to the bid documents as required.
3.5 Review Bidder’s Proposals and review and sign the City Engineering Services prepared Bid Tab, and prepare an award recommendation letter to the City of Rapid City project manager.
3.6 Prepare “As Built” plans and specifications. A hard copy of “As Built” plans and
specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Consultant will provide PDF’s and CAD files on a CD or DVD. The digital submittal must be compatible with AutoCAD Civil 3D 2011, or newer, and contain all files and data packaged in a format that will allow City personnel to seamlessly open “As Built” drawings. The Consultant will work with the City CAD technician, in person, to demonstrate the CAD file operation and compatibility with City CAD software. If the Consultant is hired for Tasks 4 and 5, “As Built” plans and specifications shall be provided thirty (30) days following project acceptance. However, if the Consultant is not hired for Tasks 4 and 5, “As Built” plans shall be provided thirty (30) days following the Consultants receipt of City markups/redlines.

All “As Built” plans and specifications, believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance, which shall read, “I (insert Engineer of Record’s name) Certify that the As Built drawings and specifications contained here within, to the best of my knowledge, represent the constructed project. This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The “Certification Statement of Conformance” shall be signed and dated by the Engineer of Record.

**TASK 4 – BASIC CONSTRUCTION SERVICES:**

This task consists of all services necessary for the administration of the Basic Construction Services of the project construction stage and may include the following itemized services.

4.1 Review construction contract documents and other submittals from the contractor and submit to the City of Rapid City project manager for distribution to City Attorney’s for approval and signatures of the Mayor and Finance Officer.

4.2 Arrange and conduct a Pre-Construction Conference including agenda. Record minutes and distribute to all attendees. An example of an agenda is enclosed as Attachment Six for your information.

4.3 Respond to Requests for Information (RFIs) submitted by the Contractor. Provide written clarification regarding drawing and specifications as appropriate. The consultant will prepare a response and provide to the City for review and approval before sending the response to the Contractor.

4.4 Develop Supplemental Instructions to address changed or unknown conditions that may appear during construction. The Consultant will prepare a response and provide to the City for review and approval before sending it to the Contractor.

4.5 Provide written clarification regarding drawing and specification questions.

4.6 Provide recommendations to address changed or unknown conditions that may appear during construction.

4.7 Review and take action on shop drawings, product submittals, test results, and other submittals.
4.8 Schedule and oversee equipment training with manufacturers and Utility Maintenance personnel.

**TASK 5 – EXPANDED CONSTRUCTION SERVICES:**

This task consists of all services necessary for the administration of the Expanded Construction Services of the project construction stage and may include the following itemized services.

5.1 Mark removal limits of appropriate items. Prepare Public Service Announcements (P.S.A.’s) for Engineering Services. Engineering Services will be responsible for distribution to all local media. Copies of P.S.A.’s shall be distributed one week prior to start of work or change in operations that may significantly affect the public. Appropriately notify affected Property Owners.

5.2 Coordinate with the geotechnical engineer to complete proctor test and compaction testing. Typical recommendations to be included in the project plans or specifications.

5.3 City shall make the SCADA integrator available for the Consultant for questions. Consultant shall coordinate with the City's SCADA integrator as necessary to accomplish the installation of flow measurement and collection instruments. This is anticipated to include phone calls and onsite meetings.

5.4 Arrange and conduct appropriate progress meetings. Record minutes and distribute to all attendees.

- Weekly meetings involving the contractor and Consultant’s field personnel. One of these meetings a month will involve the Consultant’s PM or his designated representative. This meeting will be an expanded meeting to include quantity summary transmission, updated schedule, and action item lists.

5.5 Provide on-site observation as determined by the City and Consultant to assure that the methods and materials used by the contractor meet the intent of the plans and specifications. For buried installations such as sewer and water mains the Consultant shall be on site all of the time. Consultant to have the appropriate certifications (confined space, etc) such that they can enter the vault for inspections if necessary.

5.6 Prepare daily reports. A daily record of activity will be maintained by the inspector including weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and any other pertinent information. Such information shall be neatly and concisely entered into the City of Rapid City Project Inspector’s Diary and Inspection quantity book. Submit detachable copies to Engineering Services on a weekly basis.

5.7 Perform stormwater inspections, prepare reports, and keep the erosion and sediment control plans current as required by the ordinance regulating construction site runoff control, Chapter 8.46, and the Stormwater Quality Manual.

5.8 Provide soil compaction testing according to the Standard Specifications. Proctor and compaction testing will be conducted during construction. All test results shall be submitted to the City of Rapid City within 30 days of project
5.9 Provide PRV vault pipe pressure testing (or witness Contractor testing) according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.

5.10 Prepare and submit monthly pay request information with written summary of the billed progress as well as a billed vs. completed percentage table. Invoice template shall be provided by the City.

5.11 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.

5.12 Consultant shall be on site for critical start up and commissioning activities. Consultant will coordinate with the Contractor to assure all needed parties are onsite at the required times.

5.13 Consultant will provide oversite and verification of any local instrumentation calibration and data collection.

5.14 Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.

5.15 Prepare and submit City of Rapid City project “Construction Project Close-out Checklist” indicating compliance with Standard Specifications and acceptance of the various infrastructure components. The Consultant is responsible for coordinating completion of the checklist items with the Contractor. The checklist is enclosed as Attachment Four for your information.

5.16 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.

5.17 List of warranty documents and special warranties (warranties beyond the City’s standard 2-year warranty). Anticipated level of effort is the initial submittal and one resubmittal for each required submittal.

5.18 List of O&M manuals from equipment suppliers. Anticipated level of effort is the initial submittal and one resubmittal for each required submittal.

5.19 List of training to be provided by the equipment suppliers, and confirmation of completion.

5.20 Consultant will assemble, in electronic PDF format, construction close-out documentation and submit to the City on a CD or flash drive. Three (3) hard copies will also be produced and delivered. This documentation will include all the documents developed during the construction phase but does not include the equipment submittals. Thumb-nail exhibits of the construction photos will be created with an associated date and provided in hardcopy to ease finding pictures in the future.

5.21 Prepare a letter to SDDENR notifying them of project completion.

5.22 Ensure Contractor’s two-year warranty surety is provided to the City of Rapid City either within the performance bond or as a separate bond.

5.23 Assist the City in addressing and communicating warranty items with the Contractor that may arise during the City’s two-year warranty period.

5.24 Perform a 2-year warranty inspection and create a punch list of items for the Contractor to complete.
PROJECT TEAM, MEETINGS, AND SUBMITTALS SUMMARY

6.1 Project team members will include:
- The Consultant
- City Engineering Services staff
- Operations Division staff
  - Water Division

6.2 Meetings requiring the Consultant’s participation will likely include, but may not be limited to the following:
- Kick-off meeting, Task 2
- 100% Plans, Specifications, and Contract Documents review, Task 2 (This submittal is made when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost documents are complete).
- Prebid Conference, Task 3
- Pre-construction Conference, Task 4
- Construction Progress Meetings, Task 5
- Start-Up Services, Task 5
- Elaborate on submittal requirements as necessary, Task 5

6.3 Submittals include:
- All submittals shall include a title, date of submittal, name of person at the City the submittal is being delivered to, and name of firm and individual making the submittal. Submittals and drawings shall also clearly be labeled with one of the following statements:
  - “For Review Only”
  - “Issued For Bid”
  - “Issued For Construction”
  - “Record”
  - Other as maybe necessary to illustrate submittal purpose.
- Kick-off meeting, Task 2 meeting minutes
- 65% /100% complete plans, specifications, contract documents, and opinion of probable construction cost Contract Documents Review, Task 2 including meeting minutes
- Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer’s Estimate of probable construction cost, Task 2
- Prebid conference meeting minutes, Task 3
- Bid Tab and award recommendation, Task 3
- Pre-Construction conference meeting minutes, Task 4
ENHANCED PRESSURE REDUCING FACILITIES (PRV) SHORT TERM PIPING UPGRADES
Project # 20-2590/CIP 51261

- Shop Drawing submittal reviews, Task 4
- “Record” plans and specifications, Task 3
- Progress meeting minutes, Task 5
- Daily observation reports, Task 5
- Quantity Books (in City format)
- Inspector diaries (in City format)
- Project completion “Punch List”, Task 5
- “Construction Project Close-out Checklist”, Task 5
- Project testing report documentation
- Letter of certification of project completion, Task 5
- Elaborate on submittal requirements as necessary

The Consultant shall allow 15 working days for City review of the submittals.

ENGINEERING SERVICES COMPENSATION

We are proposing to complete the above described Engineering Services including reimbursable expenses for the hourly not to exceed amount of $54,200 plus applicable taxes.
City of Rapid City  
Enchantment Pressure Reducing Valve Facilities (PRV) Short Term Piping Upgrades  
Project No. 20-2590/CIP 51261

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Hourly not exceed total of **$54,200**
EXHIBIT C

BANNER ASSOCIATES, INC.
2020/ 2021 SCHEDULE OF HOURLY CHARGES
Effective January 1, 2020

Enchantment Pressure Reducing Facilities (PRV) Short Term Piping Upgrades
Project # 20-2590/CIP 51261

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1. Transportation at $0.55 per mile in addition to the above hourly rates. ....
2. Meals at State Rates.
3. Lodging at actual cost.
4. Reproduction:
   Photocopy................................................................. $0.08/Copy
   Color Copies............................................................ 0.30/Copy
   Black & White Laser Prints......................................... 0.15/Sheet
   Vellabond & Plain Paper Plots.................................... 0.70/Sq.Ft.
   Mylar Film Copies and Plots....................................... 1.00/Sq.Ft.
5. Subcontracts.............................................................. Actual Cost
6. All other direct project expenses at actual cost of materials.