

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

Date: June 6, 2016

Project Name & Number: WRF Potable Water Improvements; Project No. 15-2266

CIP #: 51079

Project Description: Professional Engineering services for design and bidding of potable water improvements at the Water Reclamation Facility (WRF). Improvements will include a metering/backflow prevention facility, exterior loop piping improvements, additional fire hydrants, building service line improvements and required building metering and backflow prevention devices.

Consultant: Banner Associates, Inc.

Original Contract Amount: \$46,379.00.00	Original Contract Date: June 6, 2016	Original Completion Date: 20 Weeks after Notice to Proceed
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Addendum No:

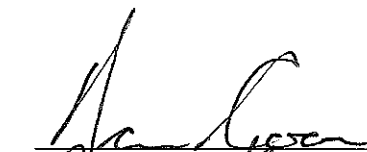
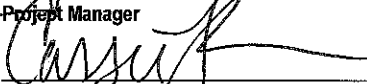
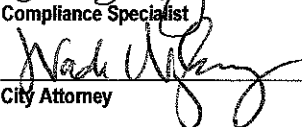
Amendment Description:


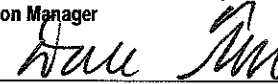
Current Contract Amount: _____	Current Completion Date: _____
Change Requested: _____	
New Contract Amount: _____ \$0.00	New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$46,379.00	833	4223	604	
Total				

Agreement Review & Approvals

	5/17/16	
Project Manager	Date	
	5/19/16	
Compliance Specialist	Date	
	5/24/16	
City Attorney	Date	


	5-19-16	
Division Manager	Date	
	5-19-16	
Department Director	Date	

ROUTING INSTRUCTIONS

Route two originals of the Agreement for review and signatures.
 Finance Office - Retain one original
 Project Manager - Retain second original for delivery to Consultant
 cc: Public Works
 Engineering
 Project Manager

FINANCE OFFICE USE ONLY

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Date	Initials	Approved
5/25/16		<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Appropriation		Y N
Cash Flow		Y N

Agreement Between City of Rapid City and Banner Associates, Inc. for Design and Bidding Professional Services for Water Reclamation Facility (WRF) Potable Water Improvements, Project No. 15-2266

AGREEMENT made June 6, 2016, between the City of Rapid City, SD (City) and Banner Associates, Inc., (Engineer), located at 2201 Jackson Blvd., Suite 200, Rapid City, SD 57702. City intends to obtain services for design and bidding for WRF Potable Water Improvements, Project No. 15-2266 CIP No. 51079. 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 sub-contractors 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 \$46,379.00 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 the services in accordance with the Proposed Schedule provided in Exhibit A.



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 occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.



7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, 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.

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:

MAYOR

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:



DAN COON, PE – OPERATION MANAGEMENT ENGINEER

DATE: May 17, 2016

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME Dan Coon, PE
PHONE (605) 394-4154
EMAIL Dan.Coon@rcgov.org

Engineer:



BANNER ASSOCIATES, INC.

DATE: MAY 17, 2016

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME Sig Zvejnieks, PE
PHONE (855) 323-6342 Ext. 4700
EMAIL sigz@bannerassociates.com



RAPID CITY WRF POTABLE WATER IMPROVEMENTS
Project No. 15-2266/CIP No. 51079

EXHIBIT A

BASIC SERVICES THAT WILL BE PROVIDED

Banner Associates, Inc. proposes to furnish engineering design and consulting services for the Rapid City WRF Potable Water Improvements project. Skyline Engineering, LLC will furnish engineering design phase services for the mechanical and electrical engineering disciplines of the project. American Engineering Testing, Inc. will provide geotechnical engineering services for the project.

Project Description

WRF Potable Water Improvements; Project No. 15-2266/CIP No. 51079

Rapid City's Water Reclamation Facility (WRF) is located in an area which is not currently served by the Rapid City municipal water system. Potable water is hauled to and stored on site. Around 2002, potable water infrastructure was installed on this site to accommodate the eventuality of the extension of the municipal water system to the area. A delay in the extension of the water system caused that infrastructure to sit unused for more than 10 years. Now that plans are being made to extend the water system to this site, the City desires to ensure that 1) the existing infrastructure is in serviceable condition, and 2) the arrangement and connections of existing infrastructure is safe, code-compliant, and suited for the intended use. Banner Associates prepared a study to examine the integrity of the existing potable water pipeline, valves and fire hydrants associated with the 2002 project as well as to examine and report on the potable water systems and requirements within the individual buildings at the Water Reclamation Facility.

The first phase of the engineering effort was completed by delivery of the study report Rapid City WRF Potable Water Improvements dated January 2016 (hereinafter "January 2016 Report"). This report includes the following recommended actions:

1. Provide a master backflow prevention/metering structure for all potable water transmitted to the site through the new distribution system extension. This will likely be a new building requiring meter(s), double check backflow preventer, associated

pipings, valves, and fittings. The building will also require heating, ventilation, lighting and electrical power.

2. Provide additional fire hydrants on the site for overall fire protection coverage of the entire site.
3. Provide two new service lines from the water main loop at the WRF to serve two areas. The first service line will serve the Operations Building. The second service line will serve the Shop and Digester buildings. It is noted that a new MDU natural gas service will be installed in this area in the next few months. The actual location of the gas piping may affect the routing of water service line.
4. Ensure each building with potable water service has an exterior shutoff valve (i.e. curb stop), meter, backflow preventer, and pressure regulator, as though it were an independent service. This will require minor modifications to the existing services in the Administration Building, UV Building, and Blower Building.
5. Separate all high hazards from the remainder of the potable water system with the appropriate backflow prevention devices.
6. Decommission the remainder of the potable water system in the Water Building and Operations Building, which serves the Operations Building, the Shop, and Digester Building, and provide each of these buildings with independent potable water services.
7. Modify the service to the Solids Handling building to separate potable and non-potable water systems, providing a manner for allowing potable water to be used for industrial uses (specifically polymer mixing and heated washdown).

The second phase of the engineering effort, which is the focus of this Scope of Work, is the preparation of a design and design documents necessary to prepare applications for any necessary permits for the City's review and signature, submit to regulatory agencies as required, and to contract for construction of the proposed modifications. The design will be based on the recommendations outlined in the January 2016 Report, incorporating comments and direction issued by the City.

Basic Services – Design Phase

1. Preparation of Drawings demonstrating the following work:

- **Meter/Backflow Prevention:** This is a new structure. The Meter/Backflow prevention building will house the metering and backflow prevention equipment on the water service piping serving the WRF. Geotechnical services will be required to provide subsurface exploration of the ground in the vicinity of the new structure to allow adequate design of the foundation and other structural elements of the building. The metering equipment, backflow prevention equipment, pipe, valves, and fittings will be located inside the building. The piping connecting the metering and backflow prevention equipment will extend to outside of the building (see connection to Exterior Loop Piping below) and be connected to the new City main extension (stubbed across the road in the vicinity of the new building). Installation of heating, ventilation, interior and exterior lighting, electrical power (including service from an adjacent facility), and communications (currently limited to conduit and raceway) are included for the new building.
- **Exterior Loop Piping:** Addition of piping to connect the new Meter/Backflow Prevention Building piping to the WRF potable water loop; provide three new fire hydrants (hydrants to be bid as an add alternate), fire hydrant leads and valves to the loop; a new service pipe and shut off valve from the loop to the Operations building; a new service pipe and shut off valves from the loop serving both the Shop and Digester Building; and a new service pipe and shut off valve from the loop to the Metal Fabrication Shop.
- **Provide disinfection of all exterior piping from the connection to the newly extended City water main, through the new Meter/Backflow Prevention Building, through the exterior loop piping and all exterior service piping to each building.**
- **Building service line shut off valves:** Repair the shut off valve on the service line to the Administration Building; add a shut off valve to the UV Building;
- **Administration Building:** Disconnection and removal of the existing potable water storage tank and pump; disinfection of the potable water service and interior piping; installation of a reduced pressure zone backflow preventer on the lab water system. This work will also include sterilization of the exterior service line and repair of the existing exterior service valve.
- **Metal Fabrication Shop:** Removal of existing fixtures and plumbing equipment and piping. Note that additional discussions will be needed with City Staff to verify the need for sizing the new service to this building.
- **UV Building:** Addition of a meter, backflow preventer, and hose connections(s) to the existing service line; exterior service valve will also be included in the project.

- Blower Building: Addition of a meter, backflow preventer, and hose connection(s) to the existing potable water service (needs to be located above grade) and piping Industrial Water to hose connections in upper level for connection of evaporative cooler(s). Removal of water storage tank and pump system. Sterilization of the exterior service line is included.
 - Operations Building: Disconnection and removal of existing water storage tank, pump and piping (gravity line from Water Treatment building to be abandoned); connection to new exterior potable water service pipeline; development of a new potable water service including meter and backflow preventer; reconnection to existing fixture and branch piping; sterilization of entire potable water system (new and existing). The removal of old tank and piping will be bid as an add alternate.
 - Shop: Disconnection of existing potable water service from Operations Building (exterior piping to be abandoned); connection to new exterior potable water service pipeline; development of a new potable water service including meter and backflow preventer; reconnection to existing fixture and branch piping; installation of a reduced pressure backflow preventer in place of the existing double check backflow preventer serving the boiler makeup water; sterilization of entire potable water system (new and existing).
 - Digester Building: Disconnection of existing potable water service from Operations Building (exterior piping to be abandoned); connection to new exterior potable water service; development of a new potable water service including meter and backflow preventer; reconnection to existing piping; sterilization of entire potable water system (new and existing).
 - Solids Handling Building: Connection to new exterior potable water; development of a new potable water service including meter and backflow preventer; reconnection to existing potable water piping; sterilization of entire potable water system (new and existing); installation of a reduced pressure backflow preventer to be used as "industrial water".
2. Preparation of Technical Specifications supporting the Drawings including:
Scope will include the use of the City's standard Contract Documents and Technical Specifications and Details supplemented by technical specifications necessary for completion of the work. Design shall comply with applicable sections of the City Design Criteria Manual. Drafting will be in accordance with the City's Drafting Standards. Exceptions to criteria, specifications or standards will be requested in writing.
3. Design review at the 50% and 95% design stages:
- Submittal of design documents for Owners review (3 hard copies and a PDF version)
 - Preparation of opinion of probable construction cost.

- Submit to SDDENR (as required).
4. Prepare final Contract Documents for bidding that incorporate City's review comments and input.
 5. Bidding Services
 - Arrange a Pre-Bid Conference and provide agenda, minutes, attendance roster.
 - Prepare and issue addenda to the bid documents as required.
 - Review Bidder's proposals and sign the City Engineering Services prepared Bid Tabulation Sheet
 6. Proposed Schedule
 - Upon receipt of the Notice to Proceed, the following schedule is anticipated for these services:
 - A. Notice to Proceed
 - B. 50% Design Review submittal (6 weeks)
 - C. City review of submittal (3 weeks)
 - D. 95% Design review submittal (4 weeks)
 - E. City review of submittal (3 weeks)
 - F. 100% submittal (1 week)
 - G. Bid Opening (3 weeks)
 - H. Total from Notice to Proceed to Bid Opening (20 weeks)
 7. Construction Phase Services – To be negotiated following the Bidding process.

EXHIBIT "B"

Agreement for Design and Bidding Phase Services

Rapid City WRF Potable Water Improvements
Project No. 15-2266 / CIP No. 51079

<i>Basic Services - Design Phase</i>		
Design Report		
1	Design Meetings	\$1,970
2	Meter/Backflow Prevention Building	\$9,454
3	Exterior Loop Piping - Hydrants	\$2,365
4	Disinfection Requirements	\$611
5	Building Service Line Shut Off Valves	\$898
6	Administration Building	\$386
7	Metal Fabrication Shop	\$300
8	UV Building	\$229
9	Blower Building	\$298
10	Operations Building	\$228
11	Shop	\$137
12	Digester Building	\$316
13	Solids Handling Building	\$158
14	Preparation of Technical Specification supporting the Drawings	\$3,860
15	Design Review 50 %	\$2,380
16	Design Review 95%	\$2,380
17	Prepare Final Changes to the Bidding Documents	\$1,120
18	Bidding Services	\$1,789

Subtotal \$28,879

Subconsultants (not included in above totals)		At Cost
1	Skyline Engineering	\$15,500
2	Geotechnical Engineering Services	\$1,500

\$17,000

Task 1 Total	\$45,879
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Total Fee, Including Sub-Consultants 2016

\$45,879

BANNER REIMBURSABLES - ESTIMATED

\$500

Total Fee w/Reimbursables and Subconsultants

\$46,379

EXHIBIT "C"
SCHEDULE OF LABOR RATES AND EXPENSES

Rapid City WRF Potable Water Improvements
Project No. 15-2266 / CIP No. 51079

Banner Associates, Inc. 2016 Rates – valid for the duration of this Agreement

<u>EMPLOYEE CLASSIFICATION</u>	<u>ID</u>	<u>2016 Rate/Hr</u>
Sr. Project Manager	2057	\$172.00
	2087	\$137.00
	1691	\$137.00
Project Manager	2043	\$130.00
	1759	\$116.00
	2047	\$109.00
Project Engineer/ Designer	2123	\$ 99.00
	2058	\$ 90.00
	2021	\$ 90.00
	2067	\$ 90.00
Staff Engineer/ Designer	2138	\$ 79.00
	2142	\$ 79.00
	2140	\$ 73.00
	2147	\$ 71.00
	2143	\$ 70.00
Survey Manager	2101	\$100.00
Survey Technician	2156	\$ 57.00
CADD Manager	1701	\$ 89.00
CADD Technician	1711	\$ 84.00
	1658	\$ 79.00
	2028	\$ 68.00
	2155	\$ 67.00
Administrative	2009	\$111.00
	2085	\$ 44.00
Part-time/Temporary	2122	\$130.00

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	\$0.07/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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Howalt+McDowell Insurance 300 N. Cherapa Place, Ste 601 PO Box 5113 Sioux Falls SD 57117-5113	CONTACT NAME: Alicia Carlson, AIS, AU PHONE (A/C No. Ext): (605) 339-3874 E-MAIL ADDRESS: acarlson@howaltmcdowell.com	FAX (A/C. No): (605) 339-3620
	INSURER(S) AFFORDING COVERAGE	
INSURED Banner Associates, Inc. 409 22nd Ave S PO Box 298 Brookings SD 57006-0298	INSURER A: Phoenix Insurance Company	
	INSURER B: Travelers Indemnity Co	
	INSURER C: Travelers Ind Co of America	
	INSURER D: Continental Casualty Ins. Co.	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1516Prof'1 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			680-7D111121	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GENERAL AGGREGATE \$ 2,000,000			PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			BA-7D115654	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP-7D130240-15-47	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XHUB-4157T726	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			AEH591864682	10/3/2015	10/3/2016	Per Claim Limit \$2,000,000
	Claims-Made Basis						Deductible - \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof of Insurance.

CERTIFICATE HOLDER To Whom It May Concern:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Muller, CIC, CRIS/C <i>Janod Muller</i>