

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

Date: June 6, 2016

**Project Name & Number:** Professional Services and Equipment Maintenance for Water Reclamation Supervisory Control and Data Acquisition (SCADA) System Support **CIP #:** NA

**Project Description:** Professional services and equipment maintenance support for the Water Reclamation Division's collection system SCADA and the Water Reclamation Facility SCADA.

**Consultant:** Dakota Pump, Inc.

<b>Original Contract Amount:</b> \$50,000.00	<b>Original Contract Date:</b> June 6, 2016	<b>Original Completion Date:</b> Services Provided as Needed
----------------------------------------------	---------------------------------------------	--------------------------------------------------------------

**Addendum No:**

**Amendment Description:**

<b>Current Contract Amount:</b> _____	<b>Current Completion Date:</b> _____
<b>Change Requested:</b> _____	
<b>New Contract Amount:</b> _____ \$0.00	<b>New Completion Date:</b> _____

**Funding Source This Request:**

Amount	Dept.	Line Item	Fund	Comments
\$25,000.00	833	4223	604	
\$12,500.00	7072	4223	604	
\$12,500.00	7071	4223	604	
<hr/>				
\$50,000.00	<b>Total</b>			

### Agreement Review & Approvals

*[Signature]* \_\_\_\_\_ 5/19/16 \_\_\_\_\_  
Project Manager Date

*[Signature]* \_\_\_\_\_ 5/19/16 \_\_\_\_\_  
Compliance Specialist Date

*[Signature]* \_\_\_\_\_ 5/24/16 \_\_\_\_\_  
City Attorney Date

*[Signature]* \_\_\_\_\_ 5-19-16 \_\_\_\_\_  
Division Manager Date

*[Signature]* \_\_\_\_\_ 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
Appropriation	5/25/16	[Signature]	[Signature] N
Cash Flow			[Signature] Y N

**Agreement Between City of Rapid City and Dakota Pump, Inc.  
for Professional Services and Equipment Maintenance for Water Reclamation  
Supervisory Control and Data Acquisition (SCADA) System Support**

AGREEMENT made June 6, 2016 between the City of Rapid City, SD (City) and Dakota Pump, Inc., (Contractor), located at 25524 413<sup>th</sup> Avenue, Mitchell, SD 57301. City intends to obtain services for Water Reclamation Supervisory Control and Data Acquisition (SCADA) System Support. 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 maintenance for the City in all phases of the Project as defined in Exhibits A, B and C.

**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.

**1.2 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.



- 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.



## 4.2 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, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

## Section 5—Payments to the Contractor

### 5.1 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$ 50,000.00.

### 5.2 Progress Payments

Progress payments shall be processed by the City upon receipt of the claim as computed by the Contractor based on work completed 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 provide the services in accordance with the project schedule provided in Exhibit A.



- 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, 7<sup>th</sup> 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



### **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-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 17-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 18-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 19-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



## **EXHIBIT A**

### **City of Rapid City Professional Services and Equipment Maintenance for Water Reclamation Supervisory Control and Data Acquisition (SCADA) System Support Professional Services Agreement**

#### **Introduction**

This agreement consists of providing professional services related to the ongoing maintenance and enhancement of software, hardware, and communication components that comprise the monitoring systems of City of Rapid City (City) facilities used in the collection and treatment of wastewater.

Currently, the City has in operation a SCADA Software system that incorporates the Water Reclamation Facility (WRF) and sewage lift stations located in and around the City of Rapid City. The SCADA Software (Trihedral LTD – VTSCADA) requires ongoing maintenance to remain efficient and secure in the changing climate of operating systems (such as Microsoft Windows) and communication network technologies.

In conjunction with the SCADA software the WRF and lift stations owned and operated by the City contain Programmable Logic Controllers (PLC's), Operator Interface Terminals (OIT's) and a broad range of instruments and sensors. These devices are susceptible to failure from age, damage, and accuracy drift. When failures occur, the exact source of the problem must be determined and appropriate action taken, often in a very short amount of time to prevent further catastrophic failures or violations of permits issued by governing agencies.

The entire Water Reclamation SCADA system relies on a variety of communication methods to effectively control processes, record historical data, and to alert City staff of problems in the system. These communication methods include radio, cellular, fiber optic, and telecommunication networks. The software, hardware, communication, and instrumentation components that make up the Water Reclamation SCADA System are varied and require specific working knowledge to effectively troubleshoot or expand their capabilities as process improvements become necessary.

#### **Scope of Services**

##### **On Site Services**

When requested by the City, Dakota Pump, Inc. (DPI) shall visit a site as specified by the City.

On site services may include:

- PLC and OIT programming, troubleshooting, or modification.
- Communication device troubleshooting, programming, and installation.
- Instrumentation service, calibration, troubleshooting, and replacement.
  - o Instrumentation (instruments) refers to level, pressure, and temperature sensors. The term(s) may also include limit switches, analyzers, flow

schedule and course of action will be documented by the Water Reclamation Staff member via an e-mail or text to the DPI representative. On Call Services shall be provided at the rates for equipment and personnel as provided on Schedule C of this agreement. On call response times shall conform to the following:

- **Phone support calls.** DPI shall provide the City with a list of contact numbers. A response shall be made to the call within a maximum of (1) hour.
- **Remote System Support.** City equipment connected to the internet and enabled with DPI's Log Me In® utility (remote access system) can be accessed by DPI technicians from smart phones, tablets, and PC's. The City shall indicate at the time of the call if they require immediate action from DPI. If immediate action is requested, DPI shall provide remote access support to the extent possible within (2) hours. For non-critical requests, remote access services will be scheduled as the situation warrants and at a time convenient for both the City and DPI.

### **Request for Proposals for Consulting and Integration Services**

A Requests for Proposal (RFP) shall be used for more formal services provided under this agreement. Requests for Proposals will normally include, but not be limited to, consulting and integration services. To begin the RFP process the City shall issue a request in the form of a letter or e-mail to DPI outlining the services requested.

DPI will submit a proposal to the City to provide the services requested. However, prior to issuance of the proposal from DPI there may be consultation between DPI and the City to assist in clarifying the services needed and the scope of work to be provided.

Once the scope of services is defined, to the extent possible, DPI shall submit a proposal identifying the scope of services to be provided and the cost and schedule to provide the services. If the City accepts the proposal provided the City will issue a Notice to Proceed authorizing DPI to conduct the work.

Services provided under the Request for Proposal process shall be provided at the rates for equipment and personnel as listed on Schedule C of this agreement to the extent practical. Changes to the scope, cost, or schedule for work or services provided under a Request for Proposal shall be agreed to by both the City and DPI prior to the revised work or service being conducted.



## EXHIBIT C

**City of Rapid City**  
**Professional Services and Equipment Maintenance for Water Reclamation**  
**Supervisory Control and Data Acquisition (SCADA) System Support**  
**Professional Services Agreement**

# Service Rates

### Professional Services

- \$125.00/Hr PE Stamped - Professional Engineered Services
- \$105.00/Hr Professional Engineered Services
- Cost + 10% Sub consultant Services

### Controls/Automation Engineer Services

#### On Site Services

- \$120.00/Hr Control Engineer Service
- \$100.00/Hr Control Technician

#### Off Site / Remote Services

- Phone Support and Remote system access services– Minimum \$15.00 charge for phone support and then billed at hourly rate.

### Water and Wastewater Systems Services

- \$85.00/Hr Service Technician (Pumps and Valve Systems, or other Mechanical Systems)
- \$150.00/Hr Permit-Required Confined Space Entry for each employee entering the space. A minimum of (1) additional DPI support person shall be on site at a rate of \$100.00/hr.

### Tools and Equipment

All tools, including software, computers, vehicles, etc. owned and in regular use by DPI are included in the rates noted. Any rented or leased item shall be billed at Cost + 10%. Rented equipment may include man lifts, instrument calibration equipment, or other special tools not owned or regularly used by Dakota Pump Inc.

Standard Hourly Rates apply between 7:00 AM and 5:30PM Monday-Friday. Nights and weekends are billed at 1.5X Hourly Rates. Holidays are billed at 2X Hourly Rates. Rates may be renegotiated (1) time during the term of the contract if necessary.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/19/2016

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).

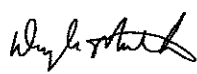
<b>PRODUCER</b> Holmes Murphy & Assoc-SF  5120 S. Solberg Ave  Sioux Falls, SD 57109	1-605-336-1090	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United Fire & Casualty Company <b>INSURER B:</b> Acuity <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> Dakota Pump Inc  PO Box 947  Mitchell, SD 57301		<b>NAIC #</b>

**COVERAGES**                      **CERTIFICATE NUMBER:** 46887825                      **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		60385408	08/01/15	08/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		60385408	08/01/15	08/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		60385408	08/01/15	08/01/16	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	X34858	08/01/15	08/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Rapid City is an Additional Insured on the General Liability as required by written contract with the insured, per policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  City of Rapid City  300 Sixth Street  Rapid City, SD 57701  USA	<b>CANCELLATION</b>  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 
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