

Agreement Between City of Rapid City and Bartlett & West, Inc.

for Professional Services for

Portable Water Pump Procurement, Project No.22-2734 / CIP No. 51385

AGREEMENT made _____, 2023, between the City of Rapid City, SD (City) and Bartlett & West, Inc., (Engineer), located at 2921 E. 57th Street, Sioux Falls, SD 57108. City intends to obtain services for Portable Water Pump Procurement, Project No.22-2734 / CIP No. 51385. 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 \$105,000 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 12/31/2023 based on award date of 2/6/2023.

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 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.

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:

Contractor:

Steve Allender, Mayor

Brian J. Hoellein

Brian Hoellein, PE,
Bartlett and West, Inc.

Date: _____

Date: 1/20/2023

Attest:

Finance Director



Reviewed By:



Brandon Quiett, Project Manager

Date: 1/20/23

City's Designated Project
Representative

NAME: Brandon Quiett
PHONE: (605) 394-4154
EMAIL: brandon.quiett@rcgov.org

Contractor's Designated
Project Representative

NAME: Brian Hoellein
PHONE: 605-373-5909
EMAIL: brian.hoellein@bartwest.com



EXHIBIT A

City of Rapid City Portable Water Pump Procurement Project No. 22- 2734 / CIP No. 51385

Professional services consist of four Tasks: Preliminary Design Services, Final Design Services, Bidding Services, Basic Construction Services.

Throughout this Exhibit A, Consultant means Engineer as set forth in the Agreement.

BACKGROUND

The City of Rapid City intends to purchase two new portable pumps for emergency use when a pump station or well becomes inoperable. The objective is to purchase pumps that can transfer water from one pressure zone to another higher-pressure zone.

A virtual scoping meeting was held on October 13, 2022. Attending the meeting were representatives from the City of Rapid City (City), and Bartlett & West, Inc. (B&W).

Information summaries provided below are based on information obtained from the October 13, 2022, meeting. The scope of services for each task is described individually below.

Portable Pumping Equipment Scope of Services: The consultant shall provide design, specifications, and bidding services. Project objectives include but are not limited to:

- Develop a set of clear pump deployment locations and identify the operating conditions that may be encountered at each location.
- Prepare specifications for the new temporary pumps, and related equipment such as valves, flow meters, pressure relief valves, check valves, and temporary piping.
- The pump operating philosophy for each location will be clearly defined including pump suction and discharge pressure, and anticipated pump speed setting. A map will be included to show which hydrants will be utilized.
- Pump standards shall meet the operational and maintenance requirements of the City.
- The portable pump system shall be interconnected with SCADA allowing the pump deployment system to operate un-staffed with only occasional daily checks by City personnel.
- There will be no construction contract development. City will procure and assemble the needed equipment for a functional emergency pumping system.
- The Consultant will prepare a Standard Operations and Procedures (SOP) Manual for the overall operation of the temporary pumping facilities. The equipment manufacture provided O&M Manual(s) will be considered as supplementary to the SOP manual

provided herein. Detailed operation information shall be included in the SOP Manual including Startup sequence (normal and emergency), Shutdown sequence (normal and emergency), Normal Operation, and Troubleshooting. The Consultant will provide a discussion on anticipated operation including a narrative on Normal Operation and anticipated emergency failure circumstances. Operations description shall include the general narrative that will lead to control description development. Manual shall address what design measures are put in place to aid the temporary pumping equipment to be operated un-staffed with only occasional daily checks by City personnel.

- The intent of this project is the design of a complete and fully operational temporary pumping facilities. The Consultant shall incorporate all necessary components into the contract documents, whether those components are specifically identified in this contract.

TASK 1 – PRELIMINARY DESIGN SERVICES:

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

- 1.1. Kick-off Conference: The consultant shall meet with City staff to Review background information provided by the City, and any other resources as necessary. The consultant shall prepare an agenda, take minutes, and distribute minutes within 3 days.
- 1.2. Design Tasks
 - 1.2.1.1. Project Overview – Develop a description of the project, why the project is needed, a brief history of background information used in the design process, and regulatory requirements and criteria used in the design of the project.
 - 1.2.1.2. Hydraulic Calculations - Document the hydraulic calculations completed for the portable pump equipment design.
 - 1.2.1.2.1. The Consultant will develop manual calculations to develop a rough maximum and minimum system head curve. Eleven (11) location analysis are included in the fee.
 - 1.2.1.2.2. Define the anticipated pumping rate at each location based on maintaining suction and discharge pressures, head loss, and flow velocity within City design standards.
 - 1.2.1.2.3. Hydraulics review meetings will be scheduled during this phase as required. Consultant team members will attend in person or remotely as required for the specific meeting. The Consultant will prepare minutes following the meeting within 3 days.
 - 1.2.1.2.4. Calculation information and data will be included in the Standard Operations Procedure (SOP) Manual as an appendix.

Hydraulics Exclusions:

- Computer generated modeling.
 - Evaluating mitigation alternatives for service zone pipeline improvements is not included in this scope.
 - No field calibration or field data collection is included in this scope.
- 1.2.1.3. Site Deployment - The Manual shall include a section on the site-specific design components including pump suction and discharge pressures, suction and discharge piping sizes and lengths and pump speed settings to meet flow and head requirements. Site deployment locations shall consider ease of access for operations and maintenance and shall consider impacts on neighboring properties. The Consultant shall provide input on the inlet and outlet piping distribution connections for the portable pump station, The site deployment design does not include the design of any underground suction and/or discharge piping crossing the adjacent streets.
- 1.2.1.4. Pump Design - Once the anticipated pumping rates for the portable pump deployment locations and head conditions are understood, the Consultant will seek pump alternatives from at least two (2) pump representatives. Pump types are anticipated to be engine driven centrifugal pump type. Pump curves, dimensions, and motor information will be obtained by the Consultant. Prepare system head curve with pump curve overlays for each planned location for deployment. Eleven (11) location analysis are included in the fee. Anticipate evaluating approximately 18 to 20 sites before arriving at the eleven (11) selected sites.
- 1.2.1.5. Portable Pumping System Trailer – The design will include specifying a trailer(s) for the portable pumping systems. The trailer(s) will have provisions for fuel storage, pump, drive engine, and local control system.
- 1.2.1.6. Additional Equipment: The design shall include but is not limited to: suction and discharge piping, isolation valves, check valves, pressure relief valve, flow meter, and items for connection to hydrants.
- 1.2.1.7. Consultant will coordinate with City’s water system SCADA provider, Dakota Pump Inc. (CPI) related to SCADA signals and communication with the emergency system. DPI to be under contract with the City.
- 1.2.1.8. Noise Generation - The Consultant shall consider anticipated noise and provide options for mitigation of operational noise production at the facilities including but not limited to pump operation, drove motor noise. Consultant will provide recommendations for maximum noise dB, and noise shall be limited by design to no more than the recommended and agreed-upon noise level at the property line.

- 1.2.1.9. Design Assumptions and Design Decision Documentation - The consultant shall submit all design assumptions for pipe sections valves, and pumping equipment. Documentation of decisions, which involve City input shall be described.

1.3. Drawings

- 1.3.1. General: Estimated to be 2 to 3 sheets.
- 1.3.2. Civil/Site: One sheet for each portable pump deployment location. Estimated to be 11 sheets.
- 1.3.3. Process/Pumps/Pipe and Valves:
 - 1.3.3.1. Develop a layout schematic that identify the equipment and sequence of installation.
 - 1.3.3.2. Develop tables that identify alternate equipment for various deployment locations.
 - 1.3.3.3. Estimated to be 2 to 4 sheets.

1.4. Preliminary Submittals:

- 1.4.1. During the course of the Preliminary Design phase, periodically drawings, and design documentation memos will be submitted to the City for review and comment.

1.5. Project Management

- 1.5.1. The Consultant and the City will hold periodic progress meetings. These meetings will primarily be held remotely by phone or video conference. The Consultant will prepare minutes following the meetings within 3 days.
- 1.5.2. Update project schedule, on a monthly basis.
- 1.5.3. General Project Management: Prepare detailed monthly invoice and supporting documents, track monthly fee/budget, coordination with sub-consultants, and other general project coordination.

1.6. Project Meetings

In addition to the special meetings identified in the previous tasks, the following meetings are also anticipated:

- 1.6.1. Consultant internal project meetings. Anticipated to be once per month.

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.

These services are based upon one procurement contract.

- 2.1. Address City comments from the Task 1 City review(s).
- 2.2. Provide detailed technical 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. In general, it is anticipated that City's standard specifications will apply to site design, ~~and underground facilities~~. It is anticipated the Consultant will need to provide detailed specifications for emergency pumping facilities. Anticipated technical specifications include but are not limited to:
 - 2.2.1. Pumps with Engine drive)
 - 2.2.2. Provide abbreviated specifications or plan sheet notes for: temporary pipe, fittings, valves, flow meter, check valves, pressure relief valve, pressure gauges, pressure sensors. Full technical specification sections are not included.
- 2.3. Consultant will continue to coordinate with City's water system SCADA provider, Dakota Pump Inc. (CPI) related to SCADA signals and communication with the emergency system. DPI to be under contract with the City.
- 2.4. Prepare Standard Operations (SOP) Manual.
 - 2.4.1. Consultant will prepare a Standard Operations (SOP) Manual. The equipment supplier provided O&M Manual will be considered as supplementary to the SOP manual provided herein. Detailed operation information shall be included in the SOP Manual including Startup sequence (normal, emergency), Shutdown sequence (normal, emergency), Normal Operation, Troubleshooting. Operations description shall include a general narrative in addition to specific control discussion (e.g. local, on, off, auto, and remote). SOP overview to include the following: discussion of facility need and intended use, walk through from suction (water entrance) to discharge (water exit), description of each piece of equipment and its intended purpose and function.
 - 2.4.2. The SOP Manual will include specific deployment details for each location (assumed to be 11).
 - 2.4.3. The SOP Manual will include system curve with pump overlay curve for each location (assumed to be 11).
 - 2.4.4. Submit three (3) paper copies and an electronic PDF version of the Draft SOP Manual to City for review and comment. PDF version to be bookmarked.

2.4.5. The Consultant will attend a review meeting with the City of the draft SOP Manual submittal. Consultant to generate minutes from the review meeting within 3 days.

Draft SOP Manual shall be available at the time of Portable Pump startup.

2.4.6. Address City comments from the City review and finalize the SOP Manual. The document should be now titled “Final SOP Manual”.

2.4.6.1. Submit three (3) paper copies and an electronic PDF version of the Final SOP Manual to City. PDF version to be bookmarked.

2.4.6.2. It is expected that the SOP Manual will be finalized within 60 days following the start up at the first location.

All submittals (drawings, specifications, manuals) 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.

Bid Documents/Approved Submittal: None. There will not be a public bid for installation.

2.5. Project Management

2.5.1. The Consultant and the City will hold periodic progress meetings. These meetings will primarily be held remotely by phone or video conference. The Consultant will prepare minutes following the meetings within 3 days.

2.5.2. Update project schedule on a monthly basis.

2.5.3. General Project Management: Prepare detailed monthly invoice and supporting documents, track monthly fee/budget, coordination with sub-consultants, and other general project coordination.

2.6. Project Meetings

In addition to the special meetings identified in the previous tasks, the following meetings are also anticipated.

- 2.6.1. Consultant internal project meetings, anticipated to be one per month, and other internal discussions needed for design completion.

Services Not Included in Tasks 1 and 2

1. Formal design report
2. Field survey
3. Assistance related to easements acquisition
4. Preparation of plans for a formal installation bid
5. Preparation of Front End documents for pump and motor procurement
6. Contracting with Dakota Pump Inc, related to any SCADA design.
7. Computer hydraulic modeling
8. Surge analysis
9. Final design for electric motor driven pumps and electrical generator.
10. Attend Public Works Committee and/or Council Meetings
11. Attend meetings with landowners
12. Assistance with securing permits
13. Cost estimates

TASK 3 – EQUIPMENT PROCUREMENT SERVICES:

This task consists of all services necessary to assist the City with the administration of the Equipment Procurement Services for the emergency pumping equipment and generator if part of the final project.

Bidding services are related to equipment procurement, and not for an installation contract.

- 3.1. Assist the City in respond to Proposers' questions during the proposal process.
- 3.2. Assist the City in preparation of addenda to the equipment RFP documents as required.
- 3.3. Based on proposals begin submitted electronically for private opening, the Consultant will be a part of the review and ranking process, and review and sign the City Engineering Services prepared Bid Tab and prepare an award recommendation letter to the City.
- 3.4. Project Management
 - 3.4.1. The Consultant and the City will have calls as needed during this phase to provide assistance to the City.
 - 3.4.2. General Project Management: Prepare detailed monthly invoice and supporting documents, track monthly fee/budget, coordination with sub-consultants, and other general project coordination.
- 3.5. Project Meetings

None planned.

City's Responsibilities during the Bid Phase:

- Advertise and distribute bid documents.
- Be the first point of contact with the potential Proposers.
- Issue addenda prepared by the Consultant.
- Prepare proposal tabulation for review by Consultant.
- Prepare contract documents for execution by the successful proposer.
- Secure other equipment for the project.

Services Not Included in Bidding Task

1. Attend Public Works Committee and/or Council Meetings.
2. Redesign or rebidding unless necessitated due to design errors.
3. Bidding associated with an installation contract.

TASK 4 – ON-CALL FO INITIAL START UP AND TROUBLE SHOOTING:

This task is based on the City purchasing all materials directly, and City installation.

- 4.1. Respond to questions from the City during material purchase for items other than defined in Task 3.
- 4.2. Respond to questions from the City during initial deployment.
- 4.3. Review materials information from City and provide comments and/or concurrence.
- 4.4. Coordinate with City for start-up and testing
 - 4.4.1. Provide City with guidance on data to collect at time of start up and operation of the emergency pumping equipment at each location. Summarize field data.
 - 4.4.2. Add actual field to system and pump curve graphs.
 - 4.4.3. Respond to questions from City during start up at various locations.
 - 4.4.4. Training by Consultant prior to first Portable Pump start up. Be on site for startup of the first portable pump site test. Training and start up to be completed in one trip, over the course of up to 8 hours of training and start up time.
 - 4.4.5. Using the draft SOP developed by the Consultant, the Consultant will hold a training session with the City on purpose and operation of the Portable Pump. This training may include a combination of classroom and in-field training sessions.

4.5. Project Management

4.5.1. General Project Management: Prepare detailed monthly invoice and supporting documents, track monthly fee/budget, coordination with sub-consultants, and other general project coordination.

4.6. Project Meetings

In addition to the special meetings identified in the previous tasks, the following meetings are also anticipated:

4.6.1. Consultant and City will hold periodic meetings/calls as needed during field deployment.

4.6.2. Consultant internal project meetings as required.

Services Not Included in Basic Construction Task

1. Prepare Public Service Announcements (P.S.A.'s).
2. Be on-site for any startup activities at more than one location.
3. Preparation of Record Drawings

Supplemental Engineering Services

This task is for supplemental engineering or consulting services on an as-requested basis. Services provided may include additional meetings, operational and/or design services, developing technical memorandums or letters, opinion of probable costs, or other engineering consulting services. If supplemental services are requested by the City, Engineer will provide a proposal including scope, deliverables, and estimate of level of effort for the additional services. Work on this task will only commence after City provides approval for the supplemental services and will be billed on a time and materials basis.

ENGINEERING FEE ESTIMATE**City of Rapid City, SD****Portable Pumping Equipment****Summary**

Task	Amount
1 - Prelimin Desgn	\$51,453
2 - Final Design	\$34,298
3 - Bidding	\$3,787
4 - Basic Constructoin	\$12,418
Sub-Total	\$101,956
Supplemental Engineering Services	\$3,045
Total Fee	\$105,000

ENGINEERING FEE ESTIMATE

City of Rapid City, SD

Portable Pumping Equipment

Task 1- Preliminary Design

Date: 1/19/2023

TASK NUMBER	Classification Rate 2022	TASK SUBTOTAL	LINE SUBTOTAL
	TASK		
1.1	Kick-Off Conference	\$821	\$821
1.2	Design Tasks		
	1.2.1.1 Project Overview	\$438	\$438
	1.2.1.2 Hydraulic Calculatoins	\$12,377	
	1.2.1.2.1 Develop Minimum and Maximum System Head curve		\$8,573
	1.2.1.2.2 Anticipated Pumping rate		\$1,835
	1.2.1.2.3 Hydraulic Review Meetings		\$915
	1.2.1.2.4 Calculations Included in SOP Manual		\$1,054
	1.2.1.3 Site Deployment Site Specific Design Components	\$6,621	\$6,621
	1.2.1.4 Pump Design - Pump Alternatives	\$2,571	\$2,571
	1.2.1.5 Portable Pumping System Trailor	\$875	\$875
	1.2.1.6 Additional Equipment - Piping, valves, check valves, PRV, Meter	\$2,990	\$2,990
	1.2.1.7 SCADA Coordination	\$2,548	\$2,548
	1.2.1.8 Noise Generation - Noise limit	\$875	\$875
	1.2.1.9 Design Assumptions and Design Decisions Documentation	\$3,284	\$3,284
1.3	Preliminary Drawing	\$10,619	
	1.3.1 1.3.2.1 General		\$477
	1.3.2 1.3.2.2 Site Locations (11)		\$6,355
	1.3.3 1.3.2.3 Process/Pumps/Piping/Valves		\$3,787
1.4	Preliminary Submittals	\$2,307	\$2,307
1.5	Project Management	\$2,451	
	1.5.1 Periodic check-in Meetings		\$1,496
	1.5.2 Update project schedule on a Monthly basis		\$207
	1.5.3 General Project Management		\$748
1.6	Project Meetings	\$2,676	
	1.6.1 Consultant internal project meetings		\$2,676
	Fee	\$51,453	\$51,453

ENGINEERING FEE ESTIMATE

City of Rapid City, SD

Portable Pumping Equipment**Task 2- Final Design**

Date: 1/19/2023

TASK NUMBER	Classification Rate 2022	TASK SUBTOTAL	LINE SUBTOTAL
	TASK		
2.1	Address comments to Task 1 submittals	\$1,082	\$1,082
2.2	Provide Detailed Technical Specifications	\$4,667	
	2.2.1 Pumps Engine Driven and Trailer		\$1,750
	2.4.3 Abbreviated: Temp pipe, fittings, valves, flow meter, check valves & PRV		\$2,917
2.3	SCADA Coordination	\$1,054	\$1,054
2.4	Prepare SOP Manual	\$22,438	
	2.4.1 Prepare SOP Manual		\$8,992
	2.4.2 Specific Deployment Details (11 Sites)		\$6,728
	2.4.3 System and Pump Curve Overlays (11 Sites)		\$3,364
	2.4.4 Submit Draft SOP for Review		\$240
	2.4.5 City Review Meeting and Minutes		\$541
	2.4.6 Address Comments from City, Final Submittal		\$2,573
2.5	Project Management	\$2,451	
	2.5.1 Periodic check-in Meetings		\$1,496
	2.5.2 Schedule Update, Monthly		\$207
	2.5.3 General Project Management		\$748
2.6	Project Meetings	\$2,606	
	2.6.1 Consultant Internal Meetings		\$2,606
	Fee	\$34,298	\$34,298

ENGINEERING FEE ESTIMATE

City of Rapid City, SD

Portable Pumping Equipment

Task 3 - Bidding

Date: 1/19/2023

TASK NUMBER	Classification Rate 2023 - Estimated	TASK SUBTOTAL	LINE SUBTOTAL
	TASK		
3.1	Assit City in Responding to Proposers Questoins	\$1,082	\$1,082
3.2	Assit City with Addenda Prep	\$334	\$334
3.3	Review Equipment Proposals, Review Bid Tab, Recommendation Letter	\$1,249	\$1,249
3.4	Project Management	\$1,122	\$0
	3.4.1 Check in calls		\$748
	3.4.2 General Project Management		\$374
	Fee	\$3,787	\$3,787

ENGINEERING FEE ESTIMATE

City of Rapid City, SD

Portable Pumping Equipment

Task 4 - Basic Construction Services

Date: 1/19/2023

TASK NUMBER	Classification Rate 2023 - Estimated	TASK SUBTOTAL	LINE SUBTOTAL
	TASK		
4.1	Respond to questions from the City during material purchase	\$541	\$541
4.2	Respond to questions from the City during initial deployment	\$1,776	\$1,776
4.3	Review material information from the City	\$835	\$835
4.4	Coordinate with City for Start up and testing	\$6,074	
	4.4.1 Provide Guidance of Field Data Collection		\$708
	4.4.2 Add Field Data to Pump Curve Graphs		\$1,861
	4.4.3 Respondd to City Question for Other Locations		\$1,249
	4.4.4 On-Site for 1st Start-Up 1st Start-Up		\$2,256
	4.4.5 Training		\$0
4.5	Project Management	\$748	
	General Project Management		\$748
4.11	Project Meetings	\$2,444	
	4.11.1 Periodic check-in Meetings		\$1,082
	4.11.2 Consultant Internal Meeting		\$1,362
	Fee	\$12,418	\$12,418

EXHIBIT C

BARTLETT & WEST, INC.
2023 SCHEDULE OF HOURLY CHARGES
Effective January 1, 2023

	XII	\$280.00	GIS Coordinator IX	\$246.00
	XI	257.00	GIS Coordinator VIII	231.00
	X	236.00	GIS Coordinator VII	220.00
Engineer	IX	220.00	GIS Coordinator VI	204.00
Landscape Architect	VIII	207.00	GIS Coordinator V	193.00
Architect	VII	192.00	GIS Coordinator IV	183.00
Operations Consultant	VI	178.00	GIS Coordinator III	167.00
Environmental Planner	V	167.00	GIS Coordinator II	151.00
Transportation Planner	IV	152.00	GIS Coordinator I	140.00
	III	141.00		
	II	131.00		
	I	120.00	GIS Developer/DBA VI	\$213.00
			GIS Developer/DBA V	197.00
Engineering Technician XI		\$215.00	GIS Developer/DBA IV	181.00
Engineering Technician X		173.00	GIS Developer/DBA III	167.00
Engineering Technician IX		155.00	GIS Developer/DBA II	154.00
Engineering Technician VIII		143.00	GIS Developer/DBA I	144.00
Engineering Technician VII		129.00		
Engineering Technician VI		120.00	GIS Analyst V	\$150.00
Engineering Technician V		112.00	GIS Analyst IV	139.00
Engineering Technician IV		105.00	GIS Analyst III	129.00
Engineering Technician III		97.00	GIS Analyst II	118.00
Engineering Technician II		90.00	GIS Analyst I	108.00
Engineering Technician I		80.00		
			GIS Technician IV	\$109.00
			GIS Technician III	98.00
Surveyor X		\$212.00	GIS Technician II	86.00
Surveyor IX		197.00	GIS Technician I	76.00
Surveyor VIII		178.00		
Surveyor VII		158.00		
			Project Coordinator V	\$173.00
Survey Technician VIII		\$149.00	Project Coordinator IV	158.00
Survey Technician VII		133.00	Project Coordinator III	142.00
Survey Technician VI		115.00	Project Coordinator II	130.00
Survey Technician V		101.00	Project Coordinator I	115.00
Survey Technician IV		90.00		
Survey Technician III		82.00		
Survey Technician II		75.00	Systems Analyst	\$191.00
Survey Technician I		70.00	Systems Administrator	144.00
			Systems Technician	96.00
Construction Eng. Tech IX		\$186.00		
Construction Eng. Tech VIII		165.00	Administrator VI	\$149.00
Construction Eng. Tech VII		152.00	Administrator V	133.00
Construction Eng. Tech VI		141.00	Administrator IV	120.00
Construction Eng. Tech V		129.00	Administrator III	99.00
Construction Eng. Tech IV		114.00	Administrator II	88.00
Construction Eng. Tech III		101.00	Administrator I	80.00
Construction Eng. Tech II		91.00		
Construction Eng. Tech I		80.00		
			Administrative Technician V	\$90.00
Right-of-Way Technician VI		\$138.00	Administrative Technician IV	78.00
Right-of-Way Technician V		122.00	Administrative Technician III	69.00
Right-of-Way Technician IV		110.00	Administrative Technician II	64.00
Right-of-Way Technician III		99.00	Administrative Technician I	56.00
Right-of-Way Technician II		87.00		
Right-of-Way Technician I		80.00		

Yearly increase will be a maximum of 5.0%

The listed rates are subject to annual adjustment January 1 of each year

BWE-2023

EXHIBIT C

BARTLETT & WEST, INC. SCHEDULE OF REIMBURSABLE COSTS/CHARGES EFFECTIVE JANUARY 1, 2022

REPRODUCTION		
Blackline Prints		
Bond, Full Size - 24x36	\$1.00	Each
Bond, Half Size Reduction - 11x17	\$0.70	Each
Photocopies		
Black & White - up to 11x17	\$0.15	Each
Small Size Color Copies , 8.5x 11	\$0.90	Each
Large Size Color Copies, > 8.5x 11	\$1.50	Each
On-line Documents	\$2.00	Each
Inkjet Plotters – 24x36	\$1.50	
Bond (Black)	\$1.50	Lin. Ft.
Bond (Color)	\$2.50	Lin. Ft.
PER DIEM		
Meals	GSA Rate @ Occurance	Day
Lodging	GSA Rate @ Occurance	Day
VEHICLES		
Trucks, Cars, SUV's - all vehicles	\$0.60	Mile
OTHER REIMBURSABLE EXPENSES		
Preliminary Work (Lump Sum)	Actual Cost x 1.0	
Sub-Consultants	Actual Cost x 1.0	
Lodging (Non Per Diem)	Actual Cost x 1.0	
Meals (Non Per Diem)	Actual Cost x 1.0	
Air Travel	Actual Cost x 1.0	
Outside Printing	Actual Cost x 1.0	
All Other Outside Expenses	Actual Cost x 1.0	

Notes:

1. All items on the list may not be used for this project.
2. Rates are subject to change January 1 of each year.
3. Yearly increase will be a maximum of 5.0%