

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

Date: 05282015

**Project Name & Number:** Water Reclamation Facility (WRF) Potable Water Improvements, Project CIP #: 51079  
No. 15-2266

**Project Description:** Professional Engineering services necessary to investigate the WRF regarding potable and non-potable water systems on the premises, and recommend procedures and potential construction that may be necessary to commission previously installed potable water piping and/or convert specifically desired current non-potable piping to the potable water system.

**Consultant:** Banner Associates, Inc

**Original Contract Amount:** \$58,275.00

**Original Contract Date:** 06/15/2015

**Original Completion Date:**

**Addendum No:**

**Amendment Description:**

**Current Contract Amount:** \_\_\_\_\_  
**Change Requested:** \_\_\_\_\_  
**New Contract Amount:** \$0.00

**Current Completion Date:** \_\_\_\_\_  
**New Completion Date:** \_\_\_\_\_

**Funding Source This Request:**

Amount	Dept.	Line Item	Fund	Comments
\$58,275.00	833	4223	604	
\$58,275.00	<b>Total</b>			

**Agreement Review & Approvals**

	05/28/15		6-1-15
Project Manager	Date	Division Manager	Date
	6/1/15		6-15
Compliance Specialist	Date	Department Director	Date
City Attorney	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)



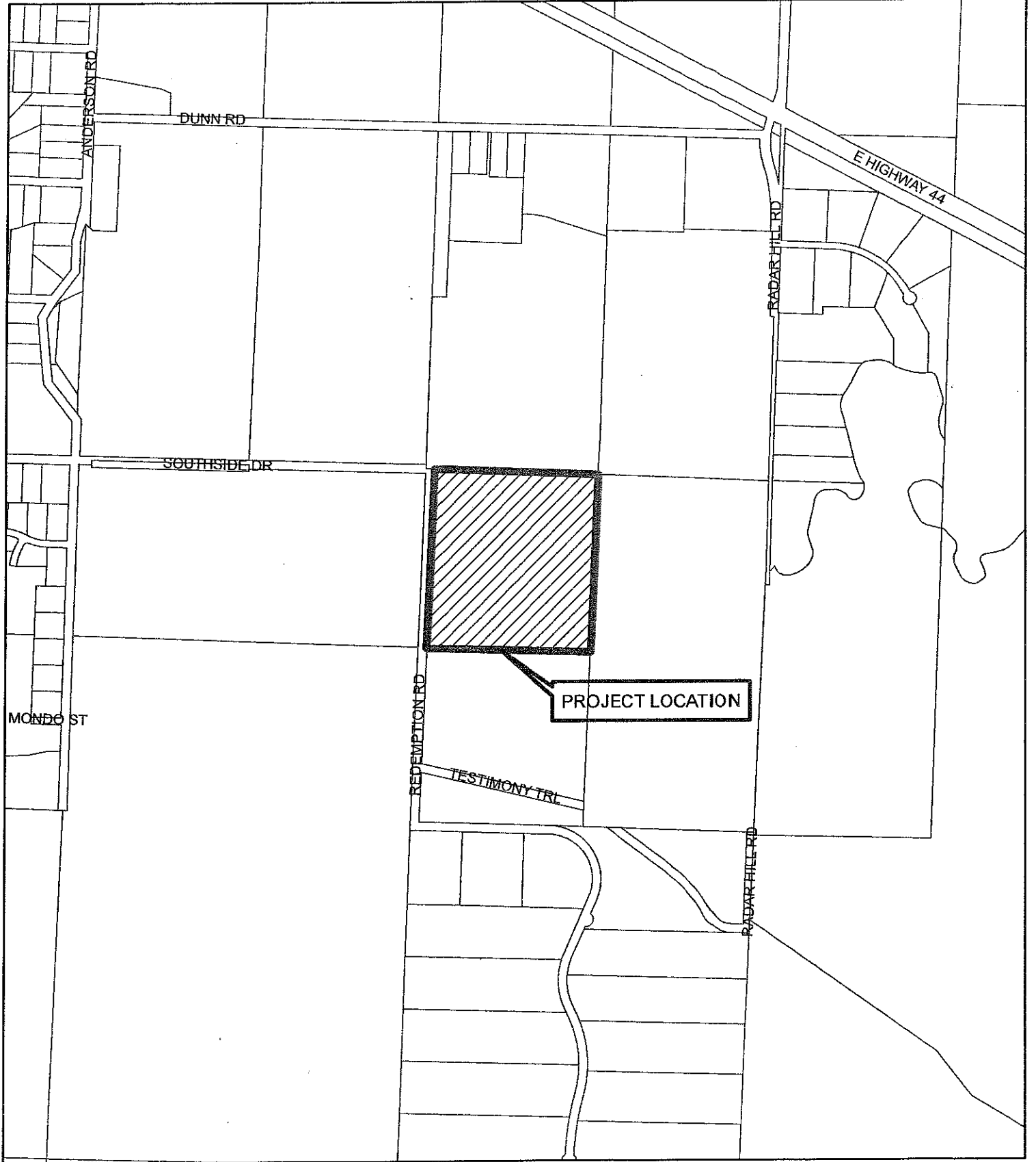
Appropriation	6/1/15			N
Cash Flow				N

EXHIBIT "A"



RAPID CITY WRF  
POTABLE WATER IMPROVEMENTS  
PROJECT NO. 15-2266      CIP NO. 51079



**Agreement Between City of Rapid City and Banner Associates, Inc. for  
Professional Services for Water Reclamation Facility (WRF) Potable Water  
Improvements, Project No. 15-2266/CIP No. 51079**

AGREEMENT made \_\_\_\_\_, 20\_\_\_\_, between the City of Rapid City, SD (City) and Banner Associates, Inc., (Engineer), located at 730 South St, Suite 201, Rapid City, SD 57701. City intends to obtain services for professional services for Water Reclamation Facility (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 and Exhibit B.)
- 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 **\$58,275.00** unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

### **5.3 Progress Payments**

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month per the hourly rates and allowable reimbursable as established in Section 5.1 and approved by the City.

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

## **Section 6—Completion of Services**

The Engineer shall complete services on or before **November 15, 2015** based on an award date of **June 26, 2015**.

## **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, 7<sup>th</sup> 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:**

  
\_\_\_\_\_  
MORGAN GAGLIANO, PROJECT MANAGER

DATE: 05-29-15

**Engineer:**

  
\_\_\_\_\_  
BANNER ASSOCIATES, INC

DATE: MAY 28, 2015

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME Morgan Gagliano  
PHONE 605-394-4154  
EMAIL [morgan.gagliano@rcgov.org](mailto:morgan.gagliano@rcgov.org)

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME Sigurds R. Zvejnieks  
PHONE 1-855-323-6342  
EMAIL [sigz@bannerassociates.com](mailto:sigz@bannerassociates.com)



**EXHIBIT A – SCOPE OF SERVICES**

Professional services consist of Task 1 Pre-Design Services.

**TASK 1.0 – PRE-DESIGN SERVICES:**

This task consists of services necessary to investigate the City of Rapid City Water Reclamation Facility (WRF) regarding potable and non-potable water systems on the premises and recommend procedures and potential construction that may be necessary to commission previously installed potable water piping and/or convert specifically desired current non-potable piping to the potable water system. The findings and recommendations will be used to move this project into the Design & Bidding Phases, and shall include the following itemized services.

- 1.1 Kick-off Conference and Project Meetings: The consultant shall meet with City staff to refine and establish baseline project milestone schedules. The consultant shall prepare and submit an agenda a minimum of 7 days prior to the kickoff meeting, circulate a roster, take minutes, and distribute minutes within 72 hours of the meeting. All subsequent meetings shall require an agenda (3 working days prior) and minutes with the timelines described in Task 1.1 herein. Monthly progress meetings will be held, with weekly telephone updates with the City's Project Manager to review status and identify issues that may need to be resolved prior to the next monthly meeting. At the conclusion of the investigation/evaluation, a meeting will be held with City staff to summarize findings and recommendations. Duration of this Project is expected to be approximately three months – summarized major meetings anticipated are: Kick-off meeting, 2 monthly meetings, and Findings/Recommendations meeting.
- 1.2 Review of background information, plan sets available of WRF construction and improvements and other resources as necessary. Documentation research will also include reviewing available construction logs of the site piping system to determine previous efforts of flushing and disinfection, pressure testing and condition (e.g., filled, drained, flushed) at the conclusion of construction. Literature search and contact with pipe manufacturers will be performed to assist in assessing expectations of pipe/gasket integrity following years of non-use. Summarization of understanding of, and exceptions to, this review is anticipated in the planning report.
- 1.3 Perform valve and fire hydrant testing on the potable water pipeline to ascertain operability of existing equipment components and evaluate the extent of the cross connections between the potable and non-potable site piping systems. Consultant will prepare a testing protocol for review by City staff. Testing protocol will include:
  - Sequencing of testing for each valve/fire hydrant.
  - Verification of approximate location of valve or fire hydrant with location on plans.
  - Exercise each valve and fire hydrant to verify full range of operation.Consultant will oversee test procedures, record results, and prepare summary for City staff review. Field work to open and close valves and fire hydrants will be provided by the City. City WRF staff will be provided 7 days notice prior to field work requiring valve and hydrant operation.

- 1.4 Perform pressure testing for the potable water mains to evaluate the integrity of the existing potable water piping system and appurtenant equipment. Consultant will develop testing protocol for pressure testing of the pipeline for review by City Staff. Consultant will oversee test procedures, record results and prepare a summary of the findings for City staff review. Consultant will retain the services of a contractor to provide equipment and personnel to perform the pressure tests. Water line testing will entail approximately 3,600 lf of 6" & 8" water mains and approximately 700 lf of copper service lines. Base on a review of site plans provided to date and shown valving configurations, an estimate of 10 pressure test segments are projected to be performed. However, the actual number of tests may be more or less depending on the actual system configuration discovered in the field. Pressure tests shall be limited to a pass-fail determination and no locating or repair of leaks will be performed during this investigative phase of the overall project. Due to the unknown condition of these water mains, some of which have never been put into service and have laid dormant for over a dozen years, the Consultant and/or their subconsultants and contractor assume no liability for damages that may occur during pressure testing of these water lines.
- 1.5 Provide preliminary review of potable/non-potable water systems inside each process building at the Water Reclamation Facility. The primary work for this item will be completed by Skyline. Banner Associates will have a senior wastewater process engineer working with Skyline during the analysis of each building. This work will be scheduled to take place concurrently with the pressure testing of the potable water pipeline in order to allow the wastewater engineer to be on-site for a portion of the pressure testing work. The work in the buildings is limited to the potable and non-potable water systems for serving the normal building needs and will not include fire suppression investigations. The Rapid City WRF personnel will complete the spreadsheet inventory of water needs/use in each building that they have already started and will provide this information to the engineer. The preliminary review of potable/non-potable water systems inside each process building and exterior/buried site piping will include review of plans and other information provided by City staff prior to inspection of each building to determine:
- Visual confirmation of the presence or absence of potable and non-potable water service.
  - Ascertain existence of backflow prevention devices on any potable water service.
  - Gather any testing tag information from those devices; comment on condition and serviceability.
  - List all known and potential cross connections both for interior and exterior piping systems at the WRF. Some potential buried cross connections may require exploratory vac-excavations for a final determination if a cross connection actually exists. These vac-excavations may be deferred for the future construction bidding phase. If necessary at critical locations where the information is necessary at this time to define scope of future design services and extent of construction, the exploratory vac-excavation will be performed as part of these services. The determination of if the exploratory excavation(s) is to be deferred or performed herein will be made with concurrence of the City's Project Manager. The vac-excavation is to be performed by the City's Utility Maintenance crews

with Banner providing location recommendations, observation and documentation of findings. For the purposes of this agreement, Banner is assuming minimal vac-excavation work. Banner will provide two weeks' notice to the City's Utility Maintenance crews for vac-excavation that may be requested as part of these services.

- List water uses and connections in the building, including hydrants and hose-bibs.
  - Preliminary assessment of whether each use and connection should be deemed potable.
  - Visually trace piping to determine how each water use and connection is serviced.
  - Prepare basic line diagrams as necessary to describe piping and connections. Photo documentation of the building potable and non-potable piping systems will be utilized for additional information. The not to scale drawings (line diagrams) will be drafted and coordinated with the equipment photographs for presentation in the report. The line diagrams will coordinate major piping features such as valves, specialty devices (e.g. pumps, filters, solenoids, etc.), and end use devices (e.g. sinks, pump seals, etc.).
  - Prepare preliminary recommendations for remedies to arrangements that are not code compliant. Should changes be required to a building piping system, recommendations will consider future equipment and use of the piping system for sizing and location of the new pipe and fittings. The scope of these services does not include an in-depth facilities planning of future needs, equipment and piping systems. However, recommendations will take into consideration anticipated changes/upgrades within the buildings as specifically identified by WRF personnel and/or as identified within WRF Facilities Plan(s) being prepared by others, as may be available.
  - Note any condition, arrangement, or other piping issues that could impact final outcome of the project.
  - Prepare typed notes and commentary for review by City staff and inclusion in the report.
- 1.6 Prepare and evaluate alternatives for separating the potable and non-potable water systems at the Water Reclamation Facility. Alternatives will be developed for both the site piping and the interior piping for each building. The evaluation will consider disruptions to service during construction that may occur in switching from a non-potable to potable system for various components of the WRF, approximate time for construction and transition, overall constructability and develop an opinion of probable costs to implement the recommendations.
- 1.7 Evaluate and compare the need/benefit of providing master backflow prevention to the overall WRF site and/or building specific backflow prevention. Prepare recommendation for backflow prevention and reasoning for the recommendation.
- 1.8 In the course of providing services in Items 1.3 and 1.4, information will be derived from the findings that will allow comparison with some of the elements of the new base map being prepared under a separate City agreement with AE2S. That base map has not been provided to Banner as of this time, though it is understood the map will be provided concurrent with the Notice To Proceed. Banner will include a summary of findings from both the review of plans and

the field work performed under these services relative to the potable/non potable piping systems and will note any consistencies and/or inconsistencies found between Banner's work and the provided AE2S base map. This information will be summarized and provided to the Owner.

- 1.9 The improvements recommended in this study will include a schedule for the improvements with consideration of the anticipated construction of the East Rapid City Water Expansion project. It is anticipated that design and construction of the East Rapid City Water Expansion project will take place concurrently with this Potable/Non-Potable water system project at the WRF. Recommendations will include coordination of final connection of the piping between to the projects and separation of responsibility for the testing and start-up of each of the piping systems. Detailed sequencing of construction is likely to be determined by the outcome of this investigation and identified construction that needs to occur. However, it is anticipated a 2-phase approach will likely be required: 1) Address WRF construction and modifications required both yard piping and interior piping as well as install backflow prevention measures as recommended, just short of creating new connections. This construction could take place concurrent with the City water main approaching the WRF 2) Once City's water main is active to the boundaries WRF, using water from the new water main to flush, disinfect and make appropriate piping modifications/connections. These recommendations will be included in the report.

- 1.10 Prepare the recommended written plan report for separation of the potable and non-potable water systems at the Water Reclamation Facility.

MISC With respect to the existing potable/non-potable water system at the WRF, this project has a potential for unforeseen situations and conditions that may have evolved since the WRF's major expansion in 2002 and subsequent modifications, with some likely undocumented changes. This scope item is to provide for minor expansion of services due to situations that are undefined and/or unknown at this time. This scope item will not be utilized without the City's Project Manager's concurrence.

**PRE-DESIGN SUMMARY:**

The project will be split into three sub-project components for submittal and City review, and the following specific subtasks, at a minimum, are to be performed up through the Conceptual Design Phase:

A) Testing on the existing potable water pipeline will be completed to evaluate both the extent of cross connection with non-potable water piping and the operability as well as integrity of the potable water piping and appurtenant equipment.

B) Concurrently, an evaluation of the potable and non-potable water systems in each process building serving the Water Reclamation Facility will take place to evaluate capacity, condition, and code compliance for both potable and non-potable interior systems;

C) Summaries from the evaluations of both the interior and exterior potable/non-potable water systems will be utilized to evaluate alternatives to provide for the separation of each system and prepare a recommended plan

Summaries of all findings will be compiled and included in the final report presented to the City of Rapid City.

Project Management: Generate and maintain action/decision logs, prepare testing protocols for evaluation of the existing potable water supply piping, project milestone and completion goals. The Consultant shall submit a monthly bar chart graph showing milestone progress, and report on project percent complete vs. percent spent, and action/decision logs status to the City Project Manager with each project monthly invoice.

**PROPOSED SCHEDULE:**

Agreement to Public Works Committee	June 9, 2015
Agreement to City Council	June 15, 2015
Assumed Notice to Proceed	June 26, 2015
Draft Findings and Recommendation Report	September 28, 2015
Receive City review comments	October 19, 2015
Final Report	November 2, 2015

Potential Future Agreements

Design Services	November 2015
To implement construction recommendations	
Construction Bidding	April 2016
Construction / CA Services, Phase I (WRF on-site)	Jun 2016-May 2017
Water Main to WRF active	October 2017
Construction / CA Services, Phase 2	Nov-Dec 2017
Switch-over piping, flush, disinfect, connect	

**SUMMARY OF PROJECT TEAM, MEETINGS, AND SUBMITTALS:**

Project team members will include:

- The Consultant, and subconsultants
- City Engineering Services staff
- WRF staff (site knowledge, plans of record, assisting with valve and hydrant operation)
- Utility Maintenance Division (potential exploratory vac-excavation)



Meetings requiring the Consultant's participation will likely include, but may not be limited to the following: (Agendas and Minutes may be electronically transmitted)

- Kick-off meeting
- Monthly Progress Meetings
- Weekly status update conference calls
- Presentation of findings and recommendations at conclusion of this Pre-Design Phase of the project
- [Non-billable] Scoping meeting towards developing an amendment (or separate contract, at City's discretion) for Design and Bidding Phase services based on the finding and recommendations of these Pre-Design services

Refer to specific Tasks for detailed information pertaining to Submittals. Submittals generally include (refer to detailed information in RFP and Attachment One for more detailed information):

- Kick-off and monthly meeting agendas meeting minutes.  
Project Management, Tasks 1: The following additional and related services shall be performed:
  - i. Coordinate Kick Off meeting.
  - ii. Generate All Meeting Agendas and Meeting Minutes.
  - iii. Conduct QA/QC reviews prior to delivering Findings & Recommendations Report.
  - iv. Conduct weekly status update calls with the City P.M.
  - v. Advise City P.M. of schedule delays and recommend adjustments.
  - vi. Prepare a schedule to implement recommendations and for developing design plans and specifications for bidding of proposed improvements/conversions.
- Pre-Design Report of Findings and Recommendations: Five copies shall be submitted in "Draft" form with three weeks (15 working days) allotted for City review and comments. Consultant shall submit five (5) hard copies and electronic "Word" and "pdf" copies of Final Report within 2 weeks of receiving City's draft report review comments (unless otherwise agreed to with City's Project Manager for this project).
- Deliverables shall be identified on the schedule to be developed by the Consultant. The Consultant shall provide agendas for meetings (3 working days) prior to the meeting for City PM review and approval. The consultant shall deliver all meeting minutes within **72** hours of the meeting. The Consultant shall allow 15 working days for City review of the Project Pre-Design report.

**EXHIBIT "B"**  
**Agreement for Investigation and Evaluation Report**  
**Pre-Design Phase Services**

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

TASK I.D.	TASK OUTLINE	TASK SUBTOTAL
<b>TASK 1.0: PRE DESIGN SERVICES</b>		
1.1	Kick-Off conference and project meetings	\$5,688
1.2	Review of Background Information and Other Resources	\$4,332
1.3	Perform valve and Fire Hydrant Testing.	\$756
1.4	Perform Pressure Testing of Existing Potable Water Pipe	\$4,144
1.5	Preliminary Review of potable/non-potable building water systems.	\$3,120
1.6	Prepare and evaluate Alternatives for Separating Systems	\$1,364
	Alternative Description and Analysis	\$6,862
	Cost Estimates	\$2,560
	Alternative Comparisons/recommendations	\$2,540
1.7	Backflow Prevention Evaluation and Recommendation	\$1,174
1.8	New Basemap (by others) reconciliation with previous plan sets	\$824
1.9	Schedule Development & coord w/ East Rapid City Water Expansion	\$520
1.10	Prepare Recommended Plan/ Draft and Final	\$6,496
MISC	Misc. undefined tasks as may be approved by City Project Manager	\$1,100
	Subtotal	\$41,480
	Subconsultants (not included in above totals)	At Cost
	1 Skyline Engineering LLC (M/E)	\$3,910
	2 Mainline Contracting	\$11,125
	<b>Subconsultants Total</b>	\$15,035
	<b>Task 1. Total</b>	<b>\$56,515</b>

Total Fee, Including Sub-Consultants	\$56,515
BANNER REIMBURSABLES - ESTIMATED	\$1,760
<b>Total Fee w/Reimbursables and Subconsultants</b>	<b>\$58,275</b>

**EXHIBIT "C"**  
**SCHEDULE OF LABOR RATES AND EXPENSES**  
Rapid City WRF Potable Water Improvements Project

<b>EMPLOYEE CLASSIFICATION</b>	<b>ID</b>	<b>2015 Rate/Hr</b>
Sr. Project Manager	2057	\$162.00
	2087	\$129.00
	1691	\$130.00
Project Manager	2026	\$117.00
	2137	\$124.00
Project Engineer/ Designer	1756	\$ 94.00
	2109	\$ 85.00
Staff Engineer/ Designer	2138	\$ 71.00
	2140	\$ 66.00
	2142	\$ 78.00
	2147	\$ 63.00
Sr. CADD Technician	1658	\$ 76.00
Administrative	2085	\$ 42.00
Summer/Part-time/Temporary	2143	\$ 51.00
	2149	\$ 34.00
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 .....	0.50/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)  
10/31/2014

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 FAX (A/C, No): (605) 339-3620 E-MAIL ADDRESS: acarlson@howaltmcdowell.com	
INSURED Banner Associates, Inc. 409 22nd Ave S PO Box 298 Brookings SD 57006-0298	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Phoenix Insurance Company	
	INSURER B: Travelers Indemnity Co	
	INSURER C: Continental Casualty Ins. Co.	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 1415Prof'1 REVISION NUMBER: 2

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			680-7D111121	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			BA-7D115654	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Limit \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUP-7D130240	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-4157T726	11/1/2014	11/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability Claims-Made Basis						
C				AEH591864682	10/3/2014	10/3/2015	Per Claim Limit (\$50,000 Ded) \$2,000,000 Aggregate Limit \$4,000,000

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>