

PW071508-04

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

Date: 7/3/2008

Project Name & Number: Canyon Lake Dam Reconstruction – Phase 1, Project No. PW08-1743 CIP #: 50739

Project Description: Phase 1 - Professional Engineering Services for funding and preliminary design of the Canyon Lake spillway reconstruction.

Consultant: Stanley Consultants Inc.

Original Contract Amount: \$190,000.00

Original Contract Date: 7/22/2008

Original Completion Date: 11/11/2008

Amendment Number:

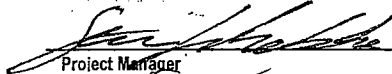
Amendment Description:

Current Contract Amount: \$190,000.00 Current Completion Date: November 11, 2008
Change Requested:
New Contract Amount: \$190,000.00 New Completion Date:


Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$190,000.00	8911	4223	505	CIP Drainage
\$190,000.00	Total			


Agreement Review & Approvals


Project Manager

7/3/2008
Date


Division Manager

7-3-08
Date


Department Director

7-7-08
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)

Date	Initials	Approved
Appropriation		Y N
Cash Flow		Y N



PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of July 2, 2008, between CITY OF RAPID CITY, SOUTH DAKOTA (CLIENT) and STANLEY CONSULTANTS, INC. (CONSULTANT). CLIENT intends to complete Phase I Preliminary Engineering Services for the Canyon Lake Dam Restoration (hereinafter called "project").

CLIENT and CONSULTANT agree:

1. **Scope of Services.** CONSULTANT shall perform professional services as stated in Exhibit 1.
2. **Compensation.** CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in Exhibit 2.
3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. If client issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.
4. **Special Provisions.** Special provisions to this Agreement, if any, are stated in Exhibit 4.
5. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
6. Following exhibits are attached to and made part of this Agreement:

Exhibit 1 - Scope of Services
Exhibit 2 - Compensation
Exhibit 3 - Standard Terms and Conditions
Exhibit 4 - Special Provisions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

STANLEY CONSULTANTS, INC.

CITY OF RAPID CITY, SOUTH DAKOTA

By: _____
Bennett Reischauer, Sr. Vice President

By: _____
Alan Hanks, Mayor

Attest: _____
Bill Holman, Project Manager

Attest: _____
James Preston, Finance Officer

Address for giving notices:

5775 WAYZATA BOULEVARD
SUITE 300
MINNEAPOLIS, MN 55416-1235

Address for giving notices:

ENGINEERING SERVICES
300 SIXTH STREET
RAPID CITY, SD 57701

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.

EXHIBIT I
SCOPE OF SERVICES

EXHIBIT I

SCOPE OF SERVICES

Professional services consist of five Phases: Preliminary Design Services, Final Design Services, Bidding Services, Basic Construction Services, and Expanded Construction Services.

PHASE 1 - PRELIMINARY DESIGN SERVICES:

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

- 1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. Stanley Consultants will prepare an agenda, take minutes, and distribute minutes. (One day – Stanley PM and Hydraulics/Hydrology Lead and FMG (Geotechnical and Civil/Survey))
- 1.2 Review background information available from the City and any other resources as necessary
- 1.3 Site Inspection/Stakeholders Meeting: Stanley Consultants' and FMG's inspection team will consist of Stanley PM/Geotechnical and Hydraulics/Hydrology Lead and FMG Geotechnical and Civil Leads. The team will inspect the dam, downstream channel and outlet works. The inspection will review these components for any defects or changes since the last inspection (2007). The inspection will be documented in a report with color photographs.

Prior to the inspection, Stanley Consultants/FMG will initiate field utility locations through South Dakota One Call. This will allow the team to visually identify utilities located adjacent to the Dam and document for the upcoming conceptualization of alternatives. Stanley Consultants will also travel to upstream and downstream locations and give a visual inspection of hydraulic control points and hydrologic connectivity within the watershed. This information will be useful in developing the engineering judgments that will be made during the Hydrologic and Hydraulic Modeling work task. (One Day)

Following the Site Inspection, a Stakeholders Meeting will be held at the City offices. The project stakeholders are key decision participants in the project. They may include the State Department of Game, Fish & Parks, State Department of Environment and Natural Resources (Water Rights Program, Surface Water Quality Program, Watershed Protection Program, Dam Safety), City Public Works Department, City Parks & Recreation Department, diversion consultant (Barr Engineering), Leedy Ditch Irrigation District and Representatives of the various organizations promoting habitat improvement on Rapid Creek. This meeting is critical to gaining their support and buy-in to the alternative selection process. The list of stakeholders will be developed jointly between Stanley

Consultants and City staff. Stanley Consultants will personally invite each stakeholder to the meeting and provide information that will help them prepare in advance for the meeting. The advanced information will include a meeting agenda, a short history of the dam, a timeline for their involvement in the Phase I Engineering, and an overview of the alternatives being considered. Stanley Consultants will use terminology that is readily understood by the cross-section of meeting participants and avoid the use of technical jargon.

The purpose of the meeting is to introduce the stakeholders, present the project objectives and goals, introduce preliminary alternatives, and obtain feedback and input. The preliminary alternatives may include the following:

- Alternative 1 – Repair the Dam and modify as required to Meet Current Standards
- Alternative 2 – Remove and Replace the Dam Without Pool Level Control
- Alternative 3 – Remove and Replace the Dam With Pool Level Control
- Alternative 4 – Remove and Replace the Dam and Include Potential for Future Hydroelectric Generation

Stanley Consultants will provide copies of topographic maps, plan views, typical sections and aerial photographs for the stakeholders to sketch and work through their ideas on paper. We will gather the stakeholders' insights and ideas and distribute meeting notes afterward.

- 1.4 Hydrologic and Hydraulic Modeling: The United States Geological Survey (USGS) has operated streamflow gages upstream and downstream of Canyon Lake since the 1940's. This streamflow data along with previous hydraulic/hydrologic studies (which may include those performed for the upstream Pactola Dam) will form the basis for the Stanley Consultants' hydraulics/hydrologic studies. Stanley Hydraulics/Hydrology engineers will review available information and discuss the project with State dam officials in order to determine what additional tasks are required in order to complete the hydrologic and hydraulic analyses in compliance with current standards. In addition to modeling, depending upon the nature and quality of the available information, collection of river cross sections may be required to build a representative model.

The primary purpose of the hydrologic and hydraulic modeling task is to set the design flood for the subsequent alternatives analysis and conceptual design. Secondary purposes of the task are to 1) reassess the hazard classification for the Canyon Lake Dam, 2) make recommendations for pool level operations, and 3) make recommendations on modifications to upstream or downstream channel conditions.

Stanley Consultants believes that additional investment in modeling at this phase of the design process may yield significant cost savings to the City. Our goal will

be to identify whether any changes are justified to the existing models that will result in a lower design flood and/or Hazard Rating, which results in cost savings to the City. The critical parameters that we will focus on are:

1. **Probable Maximum flood (PMF) runoff.** This is the most important element to verify. We will review the precipitation, loss method, and upstream contributing area calculations to make sure we are getting an accurate estimate of the PMF.
2. **Other Flood Events.** Stanley Consultants will perform a statistical analysis of historic streamflows recorded by the USGS to determine/verify flood events for various return periods (e.g. 10-year, 50-year, 100-year).

Dam Failure Analysis. A dam failure analysis (or modification of previously completed dam failure analysis) will be required to determine the inflow design flood for the spillway. The general practice for selecting the IDF is to select the flood event at which a dam failure does not create additional downstream hazards. For instance, if the PMF presents a risk to human life and a dam failure does not present any additional risk to human life, then it is not necessary to design the dam to pass the PMF. It is not possible to quantify precisely the idea of additional risk; however, the defacto rule for "additional risk" is two feet of increased flood level. However, this can be affected by the nature of the at-risk structures and other circumstances.

The comparison between flood elevations with and without theoretical dam failure against the floor elevation of downstream dwellings and businesses are the primary factors in determining the design flood. Stanley Consultants will review existing documentation of downstream river cross sections and first-floor elevations of structures to determine if additional field surveys are required.

3. **Report.** Stanley Consultants will summarize and document the results of our modeling efforts. We will provide the following information in our preliminary results report:
 1. Summarize elevations and duration of flooding.
 2. Downstream inundation maps.
 3. Prepare hydrograph summaries at up to five (5) critical locations.

The primary purpose of the H&H Modeling Work Task is to select the design flood for dam outfall design/modifications. Stanley Consultants will support the City in making this important decision. In addition to providing summary and results from the modeling, we will provide the City with a recommended design flood, based on our engineering judgment and industry practices for selection of Inflow Design Flood.

- 1.5 Hydroelectric Reconnaissance Evaluation. Stanley Consultants will perform a reconnaissance study for the development of hydroelectric power at the Canyon Lake Dam site. The study will include an estimate of annual energy generation and a reconnaissance-level development cost estimate. Deliverable will include a brief written report.
- 1.6 Recommend location and extent of geotechnical investigations necessary to develop alternatives and to complete design of the selected alternative: Geotechnical investigation services will be completed by FMG . Stanley Consultants geotechnical and structural engineers will work closely with the staff at FMG to develop an efficient exploration and testing program that collects sufficient information to enable development and selection of remediation/replacement alternatives. The investigation results will also be applicable to the final design of the selected alternative, however, depending on the nature and location of the selected alternative features, additional investigations may be required during final design (Phase 2). The proposed geotechnical investigation scope of services will be presented to and discussed with the City prior to proceeding with and field work.

At this time we are anticipating 3 to 6 soil and bedrock core borings . The borings will collect data on the nature of the overburden soils and underlying bedrock that will be required for development and design of structural rehabilitation/repair alternatives and foundation remediation strategies. It is assumed that the boring locations will be accessed using an all-terrain vehicle (ATV) mounted drill rig during pool drawdown. Some limited grading/access road preparation is assumed.

- 1.7 Development of Alternatives/Modifications: This work task consists of a meeting between City representatives and Stanley Consultants. The primary purpose of this work task is to select up to three alternatives for further development and evaluation. We will present a summary of the project to date, which includes H&H modeling and geotechnical analyses. Following the project review, Stanley Consultants will participate with City in a brainstorming session to develop a list of alternatives for consideration.

The Alternatives Development Meeting discussions will develop and debate the relative merits of these alternatives. By the end of the discussion, City and Stanley Consultants will select up to three alternatives for further development and evaluation.

Following selection of the alternatives for further evaluation, the group will discuss how water quality enhancement, recreational elements and fish passage might be incorporated into each alternative.

Stanley Consultants will leave this meeting with clear direction on the alternatives for further development and a list of enhancements to be incorporated into the

conceptual plans. Stanley Consultants will prepare an agenda, take minutes, and distribute minutes.

- 1.8 Alternative Refinement: The alternatives refinement is the largest single task in Phase I of this project. For each of the selected alternatives, Stanley Consultants will produce conceptual designs and cost estimates to be used in the evaluation and selection of a single alternative for final design and construction.

The conceptual designs will include engineering drawings of plan, profile, and sections to adequately describe and estimate the cost of each alternative. Aerial photos that show the designs in a schematic fashion will be produced. In addition to the basic civil and structural depictions of each alternative, basic recreation features (if applicable) will be incorporated in the conceptual designs as agreed upon in Work Task 1.7.

Stanley Consultants will evaluate the design considerations including those listed below. Where appropriate for a conceptual level of detail, they will be shown on the drawings. If not shown on the drawings, these considerations will be reflected in the cost estimate, subsequent alternative discussions, and in the draft and final report text.

Design considerations:

1. Cofferdam requirements.
2. Construction sequencing.
3. Water diversion requirements.
4. Interface with Barr designed, Fisheries operated, Lake By-pass
5. Water quality impacts (minimize release of sediments)
6. Impacts on utilities and utility modifications.
7. Traffic control during construction.
8. Land requirements, temporary and permanent.
9. Access
10. Operational requirements.
11. Constructability.
12. Temporary contractor storage yard requirements.

The outcome of the alternatives refinement will be drawings, text, and costs that capture the essential design of each selected alternative and meet Stanley Consultants quality assurance guidelines. The comparisons will be based on a consistent level of detail, so that City can be sure of an "apples-to-apples" comparison. The designs will enable the stakeholders to evaluate the alternatives and will allow City to reach a decision on the best alternative to pursue for final design and construction.

- 1.9 Work Alternative Selection Meeting: The purpose of the Alternative Selection Meeting is to select an alternative for final design and construction. Stanley Consultants will lead the meeting and present the conceptual level designs for

each of the alternatives and estimated costs. We will review the design concerns raised by the City and any feedback received from the Stakeholders.

Stanley Consultants will provide the support, analysis, and conceptual detail required by the City to make an informed decision. Stanley Consultants will prepare an agenda, take minutes, and distribute minutes.

- 1.10 Prepare Draft Phase I Report: Stanley Consultants will prepare a formal draft report for submission to the City. The following major headings are anticipated, along with appropriate subheadings (not repeated here for brevity).

- Section 1 – Introduction
- Section 2 – Detailed Field Inspection and Data Collection
- Section 3 – Hydrology/Hydraulics Studies
- Section 4 – Geotechnical Investigations
- Section 5 – Alternatives Analysis
- Section 6 – Estimates of Construction Costs
- Section 7 – Permit and Regulatory Issues
- Section 8 – Project Schedule
- Section 9 – References
- Appendix A – Field Inspection Notes
- Appendix B – Soil Boring Logs and Soil Test Results
- Appendix C – Breach Analysis Computations
- Appendix D – Hydrologic Data
- Appendix E – Hydraulic Data
- Appendix F – Slope Stability Analyses
- Appendix G – Seepage Analyses
- Appendix H – Preliminary Drawings for Alternatives
- Appendix I – Project Photos
- Appendix J – Correspondence

Submit five (5) bound copies of the Draft Phase I Report to the City's Project Manager for review and comment.

- 1.11 Prepare Final Phase I Report: Stanley Consultants will work with the City to resolve and address all review comments for the Draft Report. When the City is satisfied with the resolution of their comments, we will publish five (5) bound copies, signed by a South Dakota Professional Engineer.
- 1.12 Prepare Project Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Project Design Report that will be used to carry the selected alternative to final design. The consultant shall submit design assumptions, design life, design criteria, and reference of design resources. The Project Design Report shall evaluate and recommend preliminary horizontal and vertical alignment, recommend geo-technical needs and address all permit requirements. Establish pipe sizes and drainage capacities as necessary. Provide

justification for the facility and summary of the analysis of alternatives. The project's geotechnical report shall be included within the Project Design Report. Submit three (3) copies of the Draft Project Design Report to City's Project Manager for review and comment. When the City is satisfied with the resolution of their comments, we will submit three (3) copies of Final Project Design Report.

- 1.13 Perform site surveys sufficient for design plan preparation. The site survey will be completed by FMG. The scope of the survey will be developed following review of existing topographic survey information. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates. Included in this survey will be a limited bathymetric survey, designed to estimate the volume of silt trapped behind the dam. Investigation of specific property ownership of adjacent parcels will occur as a part of this task if determined to be required as the design develops.
- 1.14 Identify any easement acquisition needs and permit requirements. Include size and extent of any easements and contact information of property owners.
- 1.15 Prepare preliminary plan and profile sheets for selected alternative including locations of existing and new facilities.
- 1.16 Attend submittal review meeting(s) with City staff. (Two meetings – Stanley PM and FMG PM and Civil – Stanley Discipline Leads Via Teleconference)
- 1.17 Attend Public Works and Council meetings as necessary. (Two Meetings – Stanley PM)
- 1.18 Permitting Support: Stanley Consultants and FMG will evaluate permitting implications of the proposed construction. It is anticipated that required permits may include Reconstruction of the spillway will require approval from the South Dakota Department of Environment and Natural Resources and from the United States Corps of Engineers under the Rivers and Harbors Act (Section 10) and the Clean Water Act (Section 404).
- 1.19 Public Funding Research: Explore and file applications on behalf of the City for available funding from various local and non-local sources. These include, but may not be limited to:
 - HUD Grants
 - South Dakota DENR State Revolving Fund (SRF) Loans
 - FEMA Pre-Disaster Mitigation (PDM) Program grants
 - SDDOT Enhancement Funds
 - Land and Water Conservation Funds
 - Private Grants

- 1.20 Coordination with Design of Lake By-Pass Project: Stanley and FMG will coordinate their design work with the Canyon Lake By-Pass Project concurrently being designed by Barr Engineering for the South Dakota Department of Game, Fish and Parks. Tasks will include communication/coordination with the Barr design team in Minneapolis, Minnesota and FMG attendance at inspection, design and public meetings held in Rapid City.

PHASE 2 - FINAL DESIGN SERVICES:

(A Future Contract is anticipated to be negotiated for these Services as they will be better defined upon completion of Phase I Services)

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

- 2.1 Address City comments from the Phase 1 City review(s) and finalize Project Design Report,
- 2.2 Assist the City with easement(s) acquisition, and obtain property owner contact information, prepare easement and ROW exhibits as necessary, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings.
- 2.3 Determine removal limits with approval of City of Rapid City representative.
- 2.4 Coordinate with the geotechnical engineer to complete these services, and provide a geotechnical report to be included in the Project Design Report and project plans or specifications.
- 2.5 Incorporate Erosion and Sediment Control items.
- 2.6 If federally funded, incorporate NEPA requirements, wetland mitigation, monetary, ROW certification, environmental certification, SHPO, Architectural, Catx noise analysis, FONSI, etc.
- 2.7 Provide three (3) copies of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City's project manager for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.
- 2.8 Provide and make 11-6-19 submittal as required.

2.9 Provide complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.

2.10 Plans documents shall adhere to current City of Rapid City guidelines. Staking information shall include either of the following formats:

On the Plans

- Station offsets for all items of work requiring field staking.

In tabular form on a plan sheet (schedule)

- Coordinates and description of inter-visible control points.
- Coordinates of all items of work requiring field staking.
- Benchmark information shall be provided on each sheet.

2.11 Provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area).

2.12 Coordinate directly with utility companies' engineering divisions to ensure that all existing utilities are completely and accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete.

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

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

2.15 Prepare any and all permits with exhibits required for the City or other review and permitting agencies.

2.16 Identify permits that will be required for the Contractor.

2.17 Prepare final "Engineer's Estimate" of probable construction cost for the project.

2.18 Deliver the following:

- Provide five (5) copies of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost to the City of Rapid City's project manager for City distribution.
 - Provide complete plans on CD compatible with AutoCAD Release 2006 format.
 - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
 - Provide complete specifications and contract documents on CD in Microsoft Word XP or previous versions.
 - Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City "Engineer's Estimate" form.
 - Provide Engineer's Estimate of probable construction costs as a component of this submittal.
- 2.19 All submittals (drawings and specifications) believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance with City Standards which shall read, "I (insert Engineer of Record's name) Certify that I have read and understand the provisions contained in the **City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City's adopted Design Criteria Manuals**. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents". This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The "Certification Statement of Conformance with City Specifications" shall be signed and dated by the Engineer of Record.
- 2.20 The Consultant shall submit plans and specifications to Army Corp of Engineers, FEMA, SD Dept. of Game, Fish and Parks and SD Department of Environment and Natural Resources for approval, and shall address any comments or corrections required.

PHASE 3 – BIDDING SERVICES:

(A Future Contract is anticipated to be negotiated for these Services as they will be better defined upon completion of Phase I Services)

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

- 3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 Print and issue plans and specifications to bidders, and five (5) copies to the City of Rapid City, refer to "Deliverable" above in Phase 2. Maintain a plan holders list.

- 3.3 Print and distribute five (5) copies plans/ drawings to the City of Rapid City at 11" x 17" scale for construction services personnel.
- 3.4 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.
- 3.5 Issue addenda to the bid documents as required.
- 3.6 Attend the bid opening (to be held at the City Finance Office).
- 3.7 Attend Public Works Committee and Council Meetings as required.
- 3.8 Prepare the Bid Tab in City of Rapid City Microsoft Excel project book format and submit electronic Bid Tab and a printed hard copy to Engineering Services within one (1) working day of the bid opening. Forward a copy of the final bid tab to all bidders and project manager.
- 3.9 Present award recommendation to City of Rapid City project manager.

PHASE 4 – BASIC CONSTRUCTION SERVICES:

(A Future Contract is anticipated to be negotiated for these Services as they will be better defined upon completion of Phase 2 Services)

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

- 4.1 Prepare Notice of Award letter for City of Rapid City project manager signature and distribution to contractor for execution.
- 4.2 Prepare contracts and submit to contractor for execution.
- 4.3 Review construction contract documents and other submittals from the contractor and submit to City of Rapid City project manager for distribution to City Attorney's for approval and signatures of the Mayor and Finance Officer.
- 4.4 Prepare Notice to Proceed for City of Rapid City project manager signature and distribution to contractor for execution.
- 4.5 Arrange and conduct a Pre-Construction Conference including agenda. Record minutes and distribute to all attendees.
- 4.6 Provide written clarification regarding drawing and specification questions. Provide recommendations to address changed or unknown conditions that may appear during construction.

- 4.7 Review and take action on shop drawings, product submittals, test results, and other submittals.
- 4.6 Prepare "As-Built" plans and specifications. "As-Built" plans and specifications shall be submitted as a hard copy and on CD compatible with AutoCAD Release 2006 format. Submit to Engineering Services within 30 days of project completion. In the event that the City did not issue a "Notice to Proceed" for Phase 5 services, then the City shall forward construction record documents for preparing the "As-Built" plans and specifications.

PHASE 5 – EXPANDED CONSTRUCTION SERVICES:

(A Future Contract is anticipated to be negotiated for these Services as they will be better defined upon completion of Phase 2 Services)

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

- 5.1 Mark removal limits of appropriate items.
- 5.2 Prepare Public Service Announcements (P.S.A.'s) for Engineering Services. Engineering Services will be responsible for distribution to all local media. Copies of P.S.A.'s shall be distributed one week prior to start of work or change in operations that may significantly affect the public.
- 5.3 Appropriately notify affected Property Owners.
- 5.4 Arrange and conduct appropriate progress meetings. Record minutes and distribute to all attendees.
- 5.5 Provide daily on-site observation to assure that the methods and materials used by the contractor meet the intent of the plans and specifications. For buried installations such as for sewer and water mains full time inspection will be required.
- 5.6 Prepare daily reports. A daily record of activity will be maintained by the inspector including weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and any other pertinent information. Such information shall be neatly and concisely entered into the City of Rapid City Project Inspector's Diary and Inspection quantity book. Submit detachable copies to Engineering Services on a weekly basis.
- 5.7 Provide soil compaction testing according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.

- 5.8 Provide assurance testing (or witness Contractor testing) according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 5.9 Prepare and submit monthly pay requests.
- 5.10 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.
- 5.11 Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.
- 5.12 Prepare and submit City of Rapid City project "Construction Project Close-out Checklist" indicating compliance with Standard Specifications and acceptance of the various infrastructure components. The checklist is enclosed as Attachment Three for your information.
- 5.13 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.
- 5.14 Ensure Contractor's two-year warranty surety is provided to the City of Rapid City.

PHASE I SCHEDULE

<u>Task</u>	<u>Work Days Following NTP</u>	<u>Calendar Date NTP 7/22/08</u>
Kick-Off Conference/Field Inspection	10 Days	8/5/08
Geotechnical Investigation/Survey	30 Days	9/2/08
Draft Phase I Report	60 Days	10/14/08
Draft Project Design Report	65 Days	10/21/08
City Review of Draft Phase I Report	70 Days	10/28/08
City Review of Draft Project Design Report	75 Days	11/4/08
Final Phase I Report	80 Days	11/11/08
Final Project Design Report	80 Days	11/11/08
Completion of Phase I Services	80 Days (16 Weeks)	11/11/08

EXHIBIT 2
COMPENSATION

EXHIBIT 2 COMPENSATION

Stanley Consultants, Inc. will perform the Scope of Services described in this proposal on an hourly fee plus reimbursable expense basis (See Attached Fee Schedule) up to a Not-To-Exceed (NTE) amount of \$190,000 (One Hundred Ninety Thousand Dollars). Detailed fee breakdowns are provided on the attached spreadsheet. Stanley Consultants will invoice monthly.



Hourly Fees and Charges

Fiscal Year 2008-2009

- I. Compensation for office-based personnel in the contiguous United States for time in the performance of the work shall be in accordance with the following Hourly Fees:

Classification	Hourly Fee	Classification	Hourly Fee	Classification	Hourly Fee
SC-1	35.00	SC-9	101.00	SC-17	182.00
SC-2	44.00	SC-10	109.00	SC-18	197.00
SC-3	53.00	SC-11	117.00	SC-19	212.00
SC-4	61.00	SC-12	126.00	SC-20	227.00
SC-5	69.00	SC-13	135.00	SC-21	244.00
SC-6	77.00	SC-14	145.00	SC-22	268.00
SC-7	85.00	SC-15	156.00		
SC-8	93.00	SC-16	168.00		

Travel time in the interest of the work and away from the assigned office, either local or intercity, will be charged in accordance with the foregoing schedule. When traveling by public carrier, the maximum charge will be eight hours per day.

- II. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.65/mile
Automobile Assigned to Project Site	\$45.00/cal. day
Four-Wheel Drive Vehicles	\$0.80/mile
Four-Wheel Drive Vehicles Assigned to Project Site	\$55.00/cal. day
Mylar Plots	\$10.00/plot
Global Positioning System Receivers	\$18.50/hour
Ground Transportation (rental car, taxi, etc.)	At Cost Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Living Expenses (away from assigned office)	At Cost Plus 10%
Telephone and Facsimile	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%
Laboratory Work	At Cost Plus 10%
Soils Testing and Analysis	At Cost Plus 10%
Outside Photographic Work	At Cost Plus 10%
Duplicating Work	(schedule supplied upon request)
Technical Testing and Surveying Equipment	(schedule supplied upon request)

- III. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.

- IV. Compensation for use of proprietary computer programs shall be as a surcharge rate applied to the data processing system charges. Compensation for outside computer system services shall be at net cost plus a surcharge rate to cover data communication costs. Compensation for programming, data entry, and consultation shall be in accordance with Article I above. (Schedule supplied upon request.)

- V. ~~Interest at the rate of 1 1/2% per month will be charged on invoices not paid within 30 days.~~

- VI. Charges are subject to revision on or after April 1, 2009.

*See
According
to contract.*

EXHIBIT 3
STANDARD TERMS AND CONDITIONS



Standard Terms and Conditions Exhibit 3

1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

~~1.6 Obtain consents, approvals, licenses, and permits necessary for project.~~

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

~~1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.~~

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

3. CONSTRUCTION COST AND COST ESTIMATES

3.1 Construction Cost. Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.

3.2 Cost Estimates. Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market

conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

4. GENERAL

4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due CONSULTANT for services rendered, plus unpaid reimbursable expenses and termination charge, shall constitute total compensation due.

4.2 Reuse of Documents.

~~4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.~~

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

~~4.4 Controlling Law. Agreement shall be governed by Minnesota law.~~

4.5 Successors and Assigns.

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 CONSULTANT's Accounting Records. Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 Separate Provisions. If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 Waiver. No waiver shall constitute a waiver of any subsequent breach.

4.9 Warranty.

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.10 Period of Repose. Any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

4.11 Indemnification. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all

claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and ~~Section 4.12, Limitation of Liability.~~

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. ~~In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.~~

~~4.12 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTIES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED \$100,000 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11.~~

4.13 Extent of Agreement. This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

4.14 Subrogation Waiver. The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

EXHIBIT 4
SPECIAL PROVISIONS

EXHIBIT 4 SPECIAL PROVISIONS

The following language supersedes and replaces Section 1.6 in the Standard Terms and Conditions:

1.6 Delete this section in its entirety.

The following language supersedes and replaces Section 1.9 in the Standard Terms and Conditions:

1.9 Delete this section in its entirety.

The following language supersedes and replaces Section 4.2.1 in the Standard Terms and Conditions:

4.2.1 Delete this section in its entirety.

The following language supersedes and replaces Section 4.3.2 in the Standard Terms and Conditions:

4.3.2 Delete "after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition" from this paragraph.

The following language supersedes and replaces Section 4.4 in the Standard Terms and Conditions in its entirety:

4.4 Controlling Law. Agreement shall be governed by the laws of the state of South Dakota. In the event of any conflict of law, the law of the state of South Dakota shall be controlling. Any legal action arising out of or relating to this Agreement shall be brought only in the Circuit Court of the state of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

The following language supersedes and replaces Section 4.11 in the Standard Terms and Conditions:

4.11 Delete "and Section 4.12, Limitation of Liability" from the last sentence of the first paragraph of this section.

4.11 Delete the second sentence of the second paragraph of this section in its entirety.

The following language supersedes and replaces Section 4.12 in the Standard Terms and Conditions

4.12 Delete this section in its entirety..

The following new section is added:

4.15 CONSULTANT shall maintain all applicable insurance coverage for workers' compensation, general liability, professional liability, and automobile liability. CONSULTANT shall at all times during the term of this Agreement maintain its general liability insurance with a minimum of

\$1,000,000 limit per occurrence or equivalent. CONSULTANT shall furnish CLIENT with a certificate of insurance acceptable to CLIENT. Such certificate shall be attached hereto and incorporated herein along with a sheet generally describing the coverage herein contained. Said insurance shall name the City of Rapid City as an additional insured.

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EXHIBIT "A"

CANYON LAKE DAM RESTORATION

CITY OF RAPID CITY PROJECT NO. pw08-1743 CIP NO. 50739

