

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

Date: May 18, 2010

Project Name & Number: Northridge Water Storage Reservoir, Project No. W09-1792 CIP #:50754

Project Description: The general scope of this project is to provide engineering services for the City of Rapid City for the design, bidding and construction of a new steel spheroid water storage reservoir and associated appurtenances consisting of reservoir site design, water transmission main and access road from the subdivision road. The project will additionally include evaluating the existing Highway 16 elevated water storage reservoir's (1MG capacity) interior and exterior coatings, providing recommendations and bidding documents for necessary repairs and re-coating, and providing construction services for the re-coatings.

Consultant: Banner Associates, Inc.

Original Contract Amount: **Original Contract Date:** **Original Completion Date:**

Addendum No:

Amendment Description:

Current Contract Amount: \$268,800.00 **Current Completion Date:** July 30, 2010 design
Change Requested: _____
New Contract Amount: \$268,800.00 **New Completion Date:** _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$75,000.00				Non City Funds per Developer agreement
\$193,800.00	934	4223	602	Water Enterprise Expansion
\$268,800.00	Total			

Agreement Review & Approvals

[Signature] 5/5/10
 Project Manager Date

Compliance Specialist Date

City Attorney Date

[Signature] 5-5-10
 Division Manager Date

[Signature] 5-5-10
 Department Director Date

ROUTING INSTRUCTIONS

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

FINANCE OFFICE USE ONLY

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

	Date	Initials	Approved
Appropriation			Y N
Cash Flow			Y N

**Agreement Between City of Rapid City and Banner Associates, Inc.
for Professional Services for Northridge Water Storage Reservoir, Project No.
W09-1792 / CIP No. 50754**

AGREEMENT made May 18, 2010, between the City of Rapid City, SD (City) and Banner Associates, Inc., (Engineer), located at 730 South Street, Suite 201; Rapid City, SD 57701. City intends to obtain services for Northridge Water Storage Reservoir. Project No. W09-1792, CIP No. 50754. The scope of services is as described in Exhibits A and B.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in Exhibits A and B, 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.

1.2 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 Exhibits A and 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 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 by agreement or otherwise. In such case, the Engineer shall be liable to the City for any additional cost occasioned thereby.



- 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.
- 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 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. 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 rate schedule. (See Exhibit C.)



5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$135,700.00 for Tasks 1 through 3, and shall not exceed \$131,100.00 for Tasks 4 and 5 unless the scope of the project is changed as outlined in Section 4. Total Project Fees, Tasks 1 through 5, shall not exceed \$266,800.00 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 for Tasks 1 through 3 may be reallocated between one another as long as the total fee for these tasks is not exceeded.

A separate "Notice To Proceed" shall be issued for Construction Services, Task 4 and 5. Sub task dollar amounts for Tasks 4 and 5 may be reallocated between one another as long as the total fee for these tasks is not exceeded.

Funds may not be reallocated from Tasks 1 through 3 to Task 4 through 5 and vice versa without City Project Manager's written authorization.

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 at the rates 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 July 30, 2010 for the Design Services, with Construction Contract awarded on or before September 20, 2010. Construction of the utilities and reservoir under this agreement is to be completed by January 2012. The remainder of the site work shall be completed by June 2012.

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, in the amount of \$2,000,000 each occurrence and \$2,000,000 annual aggregate. Coverage shall be



maintained for at least three years after final completion of the services.

Section 8—Hold Harmless

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

Section 9—Independent Business

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

Section 10-Indemnification

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer's negligence.

Section 11-Controlling Law and Venue

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7th Judicial Circuit, Pennington County.

Section 12-Severability

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.



Section 13—Funds Appropriation

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

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

City of Rapid City:

Engineer:

MAYOR

Banner Associates, Inc.

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:

Stacey Titus

STACEY TITUS, PROJECT MANAGER

DATE: 5/5/10



EXHIBIT "A"**SCOPE OF ENGINEERING SERVICES****Northridge Water Storage Reservoir
PROJECT NO. W09 – 1792 / CIP 50754****PROJECT DESCRIPTION**

The general scope of this project is to provide engineering services for the City of Rapid City for the design, bidding and construction of a new steel spheroid water storage reservoir and associated appurtenances consisting of reservoir site design, water transmission main and access road from the subdivision road. The reservoir shall be constructed in the south west corner of the S½ NE¼ of Section 23, T2N R7E, BHM more generally defined as the proposed second phase of the Rainbow Ridge Subdivision. The project will additionally include evaluating the existing Highway 16 elevated water storage reservoir's (1MG capacity) interior and exterior coatings, providing recommendations and bidding documents for necessary repairs and re-coating, and providing construction services for the re-coatings. An inventory of the City's water storage reservoirs will also be prepared relating to motorized control valves, as they may exist, and provide recommendations for potentially incorporating such valves and air-vacuum valves for the reservoir systems.

Banner Associates, Inc. will provide professional services consist of five Tasks: Preliminary Design Services, Final Design Services, Bidding Services, Basic Construction Services, and Expanded Construction Services.

TASK 1 - PRELIMINARY DESIGN SERVICES:

This task 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. The consultant shall prepare an agenda, take minutes, and distribute minutes. The kick-off meeting shall include developer's engineer/representative to coordinate access road, water main, and booster pump issues and schedules. Subconsultants, as appropriate, may attend the kick-off meeting by conference call.
- 1.2 Review background information listed in this RFP, and any other resources as necessary. Plans will also be reviewed for the existing Highway 16 water storage reservoir and other reservoirs related to the re-coating and valve inventory requested by the City that was not part of the original RFP.
- 1.3 Prepare Project Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Project Design Report (including ADA requirements). The consultant shall submit all design assumptions, design life, design criteria, and reference of design resources. Provide justification for the facility and analysis of alternatives. The project's geotechnical report shall be included within the

Project Design Report, and include soil classifications, N values, water levels, proctors, CBR's, resistivity tests, pavement design, and testing recommendations. Submit five (5) copies of the Project Design Report and preliminary plans and specifications to City of Rapid City's project manager for review and comment. We will work closely with City staff to coordinate an inspection of the Highway 16 water tower using a sub-consultant. Sub-consultant will complete the following work under this task:

- Thoroughly remove all sediment from the interior of the water storage tank by pressure washing.
 - Conduct a professional inspection of the exterior and interior coating systems, foundations, structural members, and appurtenances.
 - Inform you of observed deficiencies of the water storage tank with respect to current AWWA, OSHA and Homeland Security requirements.
 - Record our inspection with still photos and prepare a written report with our observations, recommendations, cost estimates of needed repairs, and a 50 year budget cost analysis.
 - Disinfect you water storage tank prior to placing it back into service.
- 1.3.1 Accompany City staff on site visits to each of the existing reservoir sites to evaluate remote operated valve and any associated air/vacuum release valves. A table shall be generated to inventory all reservoirs to document piping and valving configuration.
 - 1.3.2 Based on the information generated in task 1.3.1, Banner will make a recommendation to the City as to what type of configuration shall be used in control vault at the proposed Northridge water tower site.
 - 1.3.3 Plans and specifications for the Rainbow ridge booster pump station will be reviewed with regards to instrumentation and controls. Plans and specifications for the proposed water tower will be consistent with the pump station plans to ensure that a fully integrated system be provided to the City.
 - 1.4 Perform site surveys sufficient for design plan preparation. The topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates. Survey services shall also include addressing potential conflicting survey corners as needed to prepare a proper easement document for the reservoir site for the City.
 - 1.5 Identify right-of-way (ROW) and permanent and temporary construction easements acquisition needs. Include size and extent of such ROW and easements and contact information of property owners.
 - 1.6 Prepare preliminary opinion of probable construction costs for the project.
 - 1.7 Perform geotechnical services investigations necessary to complete design. Four borings are anticipated within the proposed footprint area of the water storage reservoir.
 - 1.8 Prepare preliminary plan and profile sheets including locations of existing and new utilities and street alignment. Show future subdivision utilities locations with probable depths and planned water transmission feed line to the reservoir.
 - 1.9 Attend submittal review meeting with City staff, if necessary.
 - 1.10 Attend Public Works and Council meetings as necessary.
 - 1.11 Meet with individual property owners regarding ROW and permanent and temporary easement needs and regarding specific project issues and components.

TASK 2 - FINAL DESIGN SERVICES:

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

- 2.1 Address City comments from the Task 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 design features as necessary to meet the required ADA standards. All applicable ADA requirements shall be outlined in the Project Design Report,
- 2.6 Incorporate Erosion and Sediment Control items,
- 2.7 Provide Erosion and Sediment Control Plans, and include the appropriate bid items in the bidders' proposal if more than one acre is disturbed. If less than one acre is disturbed, the contractor shall provide Erosion and Sediment Control Plan and a bid item for "Erosion and Sediment Control Plan" shall be included in the bidders proposal.
- 2.8 Provide five (5) copies of the finalized Project Design Report,
- 2.9 Provide five (5) 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. Project plans and specifications will be developed under this task number. Sub consultants will be used to help generate coating and welding specification for both the proposed Northridge and existing Highway 16 water towers. Any design associated with the extensions of the existing utilities (including water, power and roads) will also be completed in under this task.
- 2.10 Provide and make submittals for review by the Rapid City Building Inspection Group in order to determine issues prior to the Contractor applying for a building permit. Provide supplemental information and meet with Building Officials as necessary to present the project or to respond to any questions or concerns.
- 2.11 Address 100% submittal staff comments as necessary.
- 2.12 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.
- 2.13 Plans documents shall adhere to current City of Rapid City guidelines.
- 2.14 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.
- 2.15 Provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area).
 - 2.16 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 followed by a specific private utility coordination meeting in two to three weeks.
 - 2.17 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.
 - 2.18 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.
 - 2.19 Prepare any and all permits with exhibits required for the City.
 - 2.20 Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost. Typically all permit costs are the Contractor's obligation.
 - 2.21 Prepare final "Engineer's Estimate" of probable construction cost for the project.
 - 2.22 Deliver the following:
 - Provide at least two (2) copies of bid documents (with a maximum of five (5) copies) 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 and specifications on CD in a PDF format.
 - Provide complete plans on CD compatible with AutoCAD Release 2006 to 2008 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.
 - 2.23 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 or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has

been secured". This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The "Certification Statement of Conformance with City Specifications" shall be signed and dated by the Engineer of Record.

- 2.24 The Consultant shall submit plans and specifications to the Department of Environment and Natural Resources for approval, and shall address any comments or corrections required. If needed, Banner staff will attend a sit down meeting with SDDENR staff to help expedite the review process.

TASK 3 – BIDDING SERVICES:

This task 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 Provide Engineer's Estimate of probable construction cost to the City of Rapid City's project manager for City distribution.
- 3.3 Print up to five (5) copies plans/ drawings and deliver to City Project Manager.
- 3.4 Conduct a Pre-bid Conference. Invite sub-consultants as necessary to answer any potential questions that might arise. Record attendance and minutes. Distribute copies to all attendees.
- 3.5 Issue addenda to the bid documents as required. Coordinate with all sub-consultants to address all bidder questions in a timely manner.
- 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 Review the Bid Tab in City of Rapid City Microsoft Excel project book format and certify the Bid Tab within one (1) working day of the bid opening. .
- 3.9 Prepare an award recommendation letter to the City of Rapid City project manager.
- 3.10 Prepare Notice of Award letter for City of Rapid City project manager signature and distribution to contractor for execution.
- 3.11 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.

TASK 4 – BASIC CONSTRUCTION SERVICES:

This task 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 to Proceed for City of Rapid City project manager signature and distribution to contractor for execution.

- 4.2 Conduct and coordinate a Pre-Construction Conference including agenda. Record minutes and distribute to all attendees.
- 4.3 Provide written clarification regarding drawing and specification questions.
- 4.4 Provide recommendations to address changed or unknown conditions that may appear during construction.
- 4.5 Review and take action on shop drawings, product submittals, test results, and other submittals. Work under this task includes reviewing coating and welding submittals and offer technical responses to the Contractor's request for information submittals as required. This task will consist of the following items:
 - Welding procedures and welder certificates for plant.
 - Welding procedures and welder certificates for field.
 - Plant and field coating applicator qualifications and material 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 Task 5 services, then the City shall forward construction record documents for preparing the "As-Built" plans and specifications.

TASK 5 – EXPANDED CONSTRUCTION SERVICES:

This task 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. Assist in notifying residents and businesses immediately adjacent to the Highway 16 water tower during recoating.
- 5.4 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 water mains and foundation work the Consultant shall be on site at all times the Contractor is installing these buried installations.
- 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 Perform stormwater inspections, prepare reports, and keep the erosion and sediment control plans current as required by the ordinance regulating construction site runoff control, Chapter 8.46, and the Stormwater Quality Manual.

- 5.8 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.
- 5.9 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.
- Our sub-consultant will conduct spot weld inspections. If necessary a site visit to the manufacturer's plant will be made if portions of the steel tank will be fabricated and welded in the tank manufacturer's shop. We will observe during the tank erection to select testing locations for the Contractor's third party inspection firm to complete radiographic inspections on, read the film and approve each of the test shots.
 - A site visit to the manufacturer's plant will be made if portions of the steel tank are being coated in the tank manufacture's shop. Work will consist of a plant visit to observe and confirm the plant surface preparation and coating operations, quality control program, and to observe and approve spot inspections of the completed coating. For both the proposed Northridge and Highway 16 water towers, our sub-consultant will prepare and conduct a coating preconstruction meeting at the start of the tank field coating that will include the Contractor painting personnel coating manufacturer technical representative, Engineer and Owner.
- 5.10 Prepare and submit monthly pay request information.
- 5.11 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.
- 5.12 Coordinate and monitor Contractor's project startup and City personnel training.
- 5.13 Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.
- 5.14 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 Consultant is responsible for coordinating completion of the checklist items with the Contractor. The checklist is enclosed as Attachment Four for your information.
- 5.15 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.
- 5.16 Prepare a letter to SDDENR notifying them of project completion.
- 5.17 Ensure Contractor's two-year warranty surety is provided to the City of Rapid City either within the performance bond or as a separate bond.
- 5.18 Assist the City in addressing and communicating warranty items with the Contractor that may arises during the City's two year warranty period. Work under this task also includes assisting City staff in a twenty-one (21) month inspection of the Northridge water tower, documenting the condition, and following up with Contractor to resolve warranty issues.

PROJECT TEAM, MEETINGS, AND SUBMITTALS SUMMARY

- 6.1 Project team members will include:
- The Consultant and any applicable sub-consultants
 - City Engineering Services staff

- Operations Division staff
 - Utility Maintenance Division (Service area and O&M related issues)
 - Water Division

6.2 Meetings requiring the Consultant's participation will likely include, but may not be limited to the following:

- Kick-off meeting, Task 1
- Project Design Report and 35% Plans and Specifications submittal review meeting, Task 1
- Property owners meeting
- Private Utility coordination meeting, Task 2
- 100% Plans, Specifications, and Contract Documents review, Task 2
- Prebid Conference, Task 3
- Bid Opening, Task 3
- Pre-construction Conference, Task 4
- Construction Progress Meetings, Task 5
- Committee and Council Meetings as required, All Tasks

6.3 Submittals include:

- Kick-off meeting, Task 1 meeting minutes
 - Project Design Report and 35% Review Submittal, Task 1 including meeting minutes
 - Final Project Design Report, Task 2 including meeting minutes. Final design reports shall be bound utilizing a comb binder or equal. 3-ring binders are not permitted without project manager's prior approval.
- 100% complete plans, specifications, contract documents, and opinion of probable construction cost Contract Documents Review, Task 2 including meeting minutes
- Public meeting minutes
 - Property owners meeting minutes
 - Final submittal of bid documents including complete plans, specifications, contract documents, and Engineer's Estimate of probable construction cost, Task 2
 - Prebid conference meeting minutes, Task 3
 - Bid Tab and award recommendation, Task 3
 - Pre-Construction conference meeting minutes, Task 4
 - Shop Drawing submittal reviews, Task 4
 - "As-Built" plans and specifications, Task 4
 - Progress meeting minutes, Task 5
 - Daily observation reports, Task 5
 - Erosion and Sediment Control plan inspection reports, Task 5
 - Project startup and City personnel training minutes, Task 5
 - Project completion "Punch List", Task 5
 - "Construction Project Close-out Checklist", Task 5

- Letter of certification of project completion, Task 5

The Consultant shall allow 10 working days for City review of the Project Design report and 35% review submittal, and the 100% complete plans; specifications; contract documents; and opinion of probable construction cost Contract Documents submittal.

EXHIBIT "B"
Design Services - Tasks 1 through 3

Project Name: City of Rapid City - Northridge Water Storage Reservoir
City Project No. W09-1792 / CIP 50754
 BAI No: 21186-00
 Manager: Sig Zvejevks

TASK OUTLINE		TASK TOTAL
Task 1: Preliminary Design Services		
1.1	Kick-off Conference	\$ 1,748
1.2	Review background information	\$ 3,488
1.3	Prepare Project Design Report	\$ 18,467
1.3.1	Site visit to each Reservoir Site to Inspect Controlled Valve & Air/Vac Valves	\$ 3,582
1.3.2	Make recommendation for Northridge tower & Other sites	\$ 2,604
1.3.3	Review DDI Instrumentation & Controls - Work with Water Tower Controls	\$ 1,490
1.4	Perform site surveys	\$ 4,500
1.5	Identify permanent and temporary construction easement needs	\$ 696
1.6	Prepare preliminary cost estimate	\$ 836
1.7	Recommend location and extent of geotechnical services	\$ 4,266
1.8	Prepare preliminary plan and profile sheets	\$ 2,824
1.9	Attend submittal review meeting with City staff	\$ 1,100
1.10	Attend Public Works and Council Meetings	\$ 432
1.11	Meet with property owners regarding easements	\$ 1,040
Task 2: Final Design Services		
2.1	Address City comments and finalize Project Design Report	\$ 3,938
2.2	Assist City with easement(s) acquisition, obtain property owner contact information, prepare easement and ROW exhibits, conduct p	\$ 864
2.3	Determine removal limits with approval of City representative	\$ 432
2.4	Provide geotechnical report	\$ 2,853
2.5	Incorporate ADA requirements in Project Design Report	\$ 784
2.6	Incorporate Erosion and Sediment Control items	\$ 1,256
2.7	Provide Erosion and Sediment Control Plans	\$ 1,256
2.8	Provide five (5) copies of finalized Project Design Report	\$ 3,574
2.9	Final Design Services submittal - (5) copies	\$ 25,067
2.10	Provide and make submittals for review by the Rapid City Building Inspection Group	\$ 1,512
2.11	Address 100% submittal staff comments as necessary	\$ 9,261
2.12	Provide complete plans and specifications for unit price construction contract	\$ 2,052
2.13	Plans documents shall adhere to current City of Rapid City guidelines	\$ 418
2.14	Include staking information on plans	\$ 476
2.15	Provide project layout with lot lines and property addresses	\$ 476
2.16	Coordinate directly with utility companies to show location, depth, material, size, etc. on plans	\$ 3,223
2.17	Consultant to request and secure exceptions from the City of Rapid City	\$ 864
2.18	Provide detailed specifications supplementing the City of Rapid City Standard Specifications	\$ 1,824
2.19	Prepare any and all permits with exhibits required for the City	\$ 3,256
2.20	Identify permits that will be required for the Contractor	\$ 1,404
2.21	Prepare final "Engineer's Estimate" of probable construction costs for the project	\$ 870
2.22	Prepare up to two (2) copies of bid documents (PDF & final copies)	\$ 2,848
2.23	Include Certification Statement of Conformance with City Standards on all submittals	\$ 356
2.24	Submit Plans and Specifications to SDDENR for approval and address concerns	\$ 130
Task 3: Bidding Services		
3.1	Submit sufficient information to City of Rapid City project manager for completion of City Advertising Authority form	\$ 620
3.2	Provide Engineer's Estimate of probable construction cost to the City of Rapid City project manager for City distribution	\$ 536
3.3	Print five (5) copies of plans/drawings to deliver to City Project Manager	\$ 2,108
3.4	Conduct a Pre-bid conference	\$ 857
3.5	Issue addenda as required	\$ 4,652
3.6	Attend bid opening	\$ 248
3.7	Attend Public Works Committee and Council Meetings as required	\$ 864
3.8	Review Bid Tab and certify	\$ 1,078
3.9	Prepare award recommendation letter	\$ 216
3.10	Prepare Notice of Award letter	\$ -
3.11	Review construction contract documents and other contractor submittals	\$ 1,240

TOTALS:		
TOTAL LABOR DOLLARS (incl subconsultants):		\$ 128,488

SubConsultants Who/What	Cost
1. West Plains - Electrical	\$ 4,925.00
2. Rust-Not - Corrosion	\$ 8,500.00
3. AET - Geotechnical	\$ 5,596.00
4. Dean Scott - Surveying & Control	\$ 4,500.00
5. Owens Inspection	\$ 2,700.00
Total SubContracts	\$ 26,221.00

CONTRACT SUMMARY

Task 1	\$ 47,074
Task 2	\$ 68,995
Task 3	\$ 12,419
Labor Dollars	\$ 128,488
Reimbursibles	\$ 7,212
Contract Amount:	\$ 135,700

EXHIBIT "B"
Construction Services - Tasks 4 through 5

Project Name: City of Rapid City - Northridge Water Storage Reservoir
City Project No. W09-1792 / CIP 50754
 BAI No: 21186-00
 Manager: Sig Zvejnieks

TASK OUTLINE		TASK TOTAL
Task 4: Basic Construction Services		
4.1	Prepare Notice to Proceed	\$ 124
4.2	Conduct a Pre-Construction Conference, including agenda and minutes	\$ 3,235
4.3	Provide written clarification regarding drawing and specification questions	\$ 9,099
4.4	Provide recommendations to address changed or unknown conditions that appear during construction	\$ 3,536
4.5	Review shop drawings, product submittals, test results, and other submittals	\$ 13,644
4.6	Prepare "As-Built" plans and specifications	\$ 2,934
Task 5: Expanded Construction Services		
5.1	Mark removal limits of appropriate items	\$ 696
5.2	Prepare Public Service Announcements for Engineering Services	\$ 2,680
5.3	Notify affected Property Owners	\$ 3,312
5.4	Conduct progress meetings, including minutes	\$ 5,512
5.5	Provide daily on-site observation	\$ 18,799
5.6	Prepare daily reports and submit to Engineering Services weekly	\$ 5,178
5.7	Perform stormwater inspections, prepare reports, and keep erosion control plans current	\$ 3,840
5.8	Provide soil compaction testing and submit to the City	\$ 1,056
5.9	Provide assurance testing (or witness Contractor testing)	\$ 2,420
	Welding Inspection - Plant & Field	\$ 11,575
	Painting Inspection - Plant & Field	\$ 15,833
5.10	Prepare and submit monthly pay request information	\$ 3,878
5.11	Prepare change orders and provide recommendations for approval/denial	\$ 4,648
5.12	Coordinate and monitor startup and City personnel training	\$ 2,784
5.13	Prepare and submit project completion punch list items and oversee completion	\$ 2,736
5.14	Prepare and submit "Construction Project Close-out Checklist"	\$ 1,456
5.15	Prepare letter of certification of project completion and start of warranty period	\$ 324
5.16	Prepare letter to SDDENR notifying them of project completion	\$ 202
5.17	Ensure Contractor's two-year warranty surety is provided to the City	\$ 101
5.18	Assist the City in addressing and communicating warranty items with the Contractor	\$ 5,932

TOTALS:	
TOTAL LABOR DOLLARS (incl subconsultants):	\$ 125,535

SubConsultants Who/What	Cost
1. West Plains - Electrical	\$ 2,650.00
2. Rust-Not - Corrosion	\$ 31,400.00
3. Dean Scott - Surveying & Control	\$ 2,000.00
4.	
5.	
Total SubContracts	\$ 36,050.00

CONTRACT SUMMARY

Task 4	\$ 32,572
Task 5	\$ 92,963
Labor Dollars	\$ 125,535
Reimbursibles	\$ 5,565
Contract Amount:	\$ 131,100

EXHIBIT "C"

SCHEDULE OF LABOR RATES AND EXPENSES

Northridge Water Storage Reservoir Project

<u>EMPLOYEE CLASSIFICATION</u>	<u>ID</u>	<u>Rate/Hr</u>
Sr. Project/Project Managers	1637	\$152.00/Hour
	1654	\$139.00/Hour
	2057	\$124.00/Hour
	1705	\$101.00/Hour
	2023	\$ 92.00/Hour
	2043	\$101.00/Hour
	2087	\$108.00/Hour
Project Engineer/ Staff Engineer	1757	\$ 82.00/Hour
	2021	\$ 72.00/Hour
	1758	\$ 81.00/Hour
	2074	\$ 86.00/Hour
	2108	\$ 66.00/Hour
	2061	\$ 68.00/Hour
	2058	\$ 66.00/Hour
	2063	\$ 68.00/Hour
GIS Specialist	2102	\$ 76.00/Hour
Sr. CADD Technician/ CADD Technician	1701	\$ 67.00/Hour
	1658	\$ 61.00/Hour
	2025	\$ 53.00/Hour
	2028	\$ 51.00/Hour
	2076	\$ 47.00/Hour
CADD Drafter	2092	\$ 46.00/Hour
	2106	\$ 45.00/Hour
Administration	1718	\$ 64.00/Hour
	2085	\$ 33.00/Hour

1. Transportation at \$0.45 per mile in addition to the above hourly rates.
2. Meals at State Rates.
3. Lodging at actual cost.
4. Reproduction:

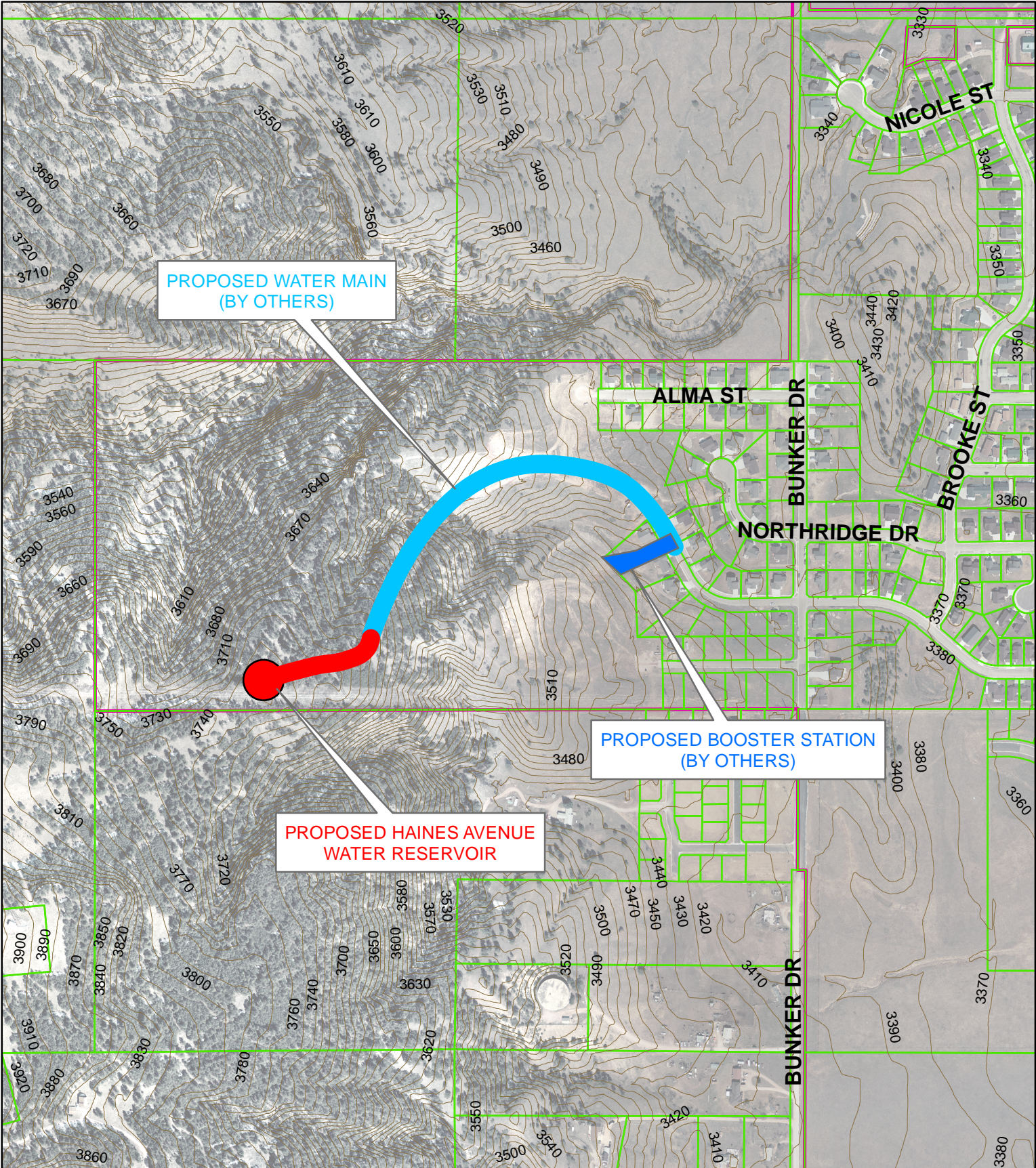
Photocopy	\$0.05/Copy
Color Copies.....	0.30/Copy
Black & White Laser Prints.....	0.10/Sheet
Vellabond & Plain Paper Plots	0.15/Sq.Ft.
Mylar Film Copies and Plots.....	0.65/Sq.Ft.
Large Color Plots.....	0.35/Sq.Ft.
5. ~~Subcontracts.....~~ ~~Cost Plus 10%~~
6. All other direct project expenses at actual cost of materials.

SPT. 5/5/10

We reserve the right to adjust the rates.

EXHIBIT "A"

SCALE 1" = 500'



**REQUEST AUTHORIZATION TO SEEK PROPOSALS FOR
 ENGINEERING SERVICES FOR PROJECT W09-1792 / CIP #50754,
 HAINES AVENUE WATER RESERVOIR**