

**SECOND AMENDMENT TO  
AGREEMENT BETWEEN THE CITY OF RAPID CITY AND DTH,  
LLC REGARDING THE PROJECT RESPONSIBILITIES AND PROJECT  
CASH FLOW FOR THE CONSTRUCTION OF A WATER RESERVOIR  
AND WATER BOOSTER STATION FOR TAX INCREMENT  
DISTRICT 54 RAINBOW RIDGE**

WHEREAS, the parties have previously entered into an "AGREEMENT BETWEEN THE CITY OF RAPID CITY AND DTH, LLC REGARDING THE PROJECT RESPONSIBILITIES AND PROJECT CASH FLOW FOR THE CONSTRUCTION OF A WATER RESERVOIR AND WATER BOOSTER STATION FOR TAX INCREMENT DISTRICT 54 RAINBOW RIDGE" dated October 20, 2008, attached hereto as Exhibit "A", and an Amendment thereto dated April 5, 2010, attached hereto as Exhibit "B" ; and

WHEREAS, said agreement set forth the timeframes by which the water transmission main and associated grading activities were to be under construction; and

WHEREAS, the Developer has requested that the above timeframes be amended to reflect the current conditions; and

WHEREAS, the City of Rapid City Common Council finds that it is in the City's best interests to amend the agreement in accord with the request.

NOW THEREFORE, be it agreed by the parties that Section 17 of the Amended Agreement between the parties dated is hereby amended as follows:

17. The water transmission main and associated grading activities must be under construction by October 15, 2010 and must be substantially completed by March 6, 2011.

BE IT FURTHER AGREED by the parties that all other provisions of the Agreement and Amended Agreement dated October 20, 2008 and April 5, 2010, respectfully, remain in full force and effect.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)

DTH, LLC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of South Dakota        )  
  ss.  
County of Pennington        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned officer, personally appeared Alan Hanks and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Rapid City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota        )  
  ss.  
County of Pennington        )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged himself to be the \_\_\_\_\_ of DTH, LLC, and acknowledged that they, being duly authorized to do so, executed the foregoing instrument on for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires:

(SEAL)

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**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND DTH,  
LLC REGARDING THE PROJECT RESPONSIBILITIES AND PROJECT  
CASH FLOW FOR THE CONSTRUCTION OF A WATER RESERVOIR  
AND WATER BOOSTER STATION FOR TAX INCREMENT  
DISTRICT 54 RAINBOW RIDGE**

This agreement (hereinafter referred to as "Agreement") is made and entered into by and between the City of Rapid City, a municipal corporation located at 300 Sixth Street, Rapid City, SD 57701 (hereinafter referred to as the "City") and DTH, LLC, a South Dakota limited liability company (hereinafter referred to as the "Developer").

WHEREAS, the Developer has proposed the development of Rainbow Ridge Subdivision (hereinafter referred to as the "Development") which is located north of Mall Drive and west of Haines Avenue within the City of Rapid City; and

WHEREAS, the development resides outside the City's existing water service area (the North Rapid pressure zone); and

WHEREAS, the Developer wants to proceed with developing the property by creating a new water service pressure zone; and

WHEREAS, the City has reviewed the water system master plans that in general establish the parameters for developing the proposed new water service pressure zone. The proposed water system pressure zone is commonly referred to as the "North Rapid High Level". The North Rapid High Level is proposed to provide water service for property located between 3450 msl and 3755 msl along the western and eastern slope of the Dakota Hogback Ridge area. Proposed improvement recommendations ultimately include approximately 5.0 million gallons of water storage, new Madison wells, new water booster stations, and distribution system improvements; and

WHEREAS, the Developer has identified an area within his proposed development as a site for a proposed water reservoir and water booster station; and

WHEREAS, the City has reviewed the proposed water reservoir and water booster station locations within the development and concurs that these proposed facilities in the long term may be incorporated into the proposed improvements identified in the City's master plan for service within the proposed North Rapid High Level Zone and generally complies with the water system master plan; and

WHEREAS, the cost of constructing water reservoirs and water booster stations is frequently a City expense; and

WHEREAS, the water reservoir and water booster station will benefit the Development by providing water service, fire protection and the ability to provide water service to additional areas outside the Development; and

WHEREAS, based on the benefits to the City's water system and the City's ability to incorporate the facilities into those proposed in the water system master plan, the City is willing to fund engineering services and construction for the reservoir and the water booster station; and

WHEREAS, the Developer has agreed to provide lots for the reservoir and the booster station.

NOW THEREFORE, in consideration of the mutual promises made herein the parties hereby agree as follows:

1. The City, through the Public Works Department, shall select an engineering consultant for the reservoir design, bidding, and construction services. The engineering consultant shall be selected per the City's consultant selection policy. Furthermore, the City shall fund the engineering services for the reservoir.
2. The City, through the Public Works Department, shall bid and administer the reservoir construction project.
3. The Developer shall provide lots for the reservoir and booster station. The water transmission main and appurtenances connecting the reservoir and booster station shall be placed within public right of way or utility easements. The developer shall furnish such easements or right of way. Although it is the intent of this Agreement that all facilities identified within the agreement be located within the Developer's property, acquiring land from other landowners, if necessary, is the responsibility of the Developer and will be accomplished solely at the Developer's expense.
4. Within 30 days of execution of a professional services contract for the design, bidding and construction services for the reservoir, the Developer will provide the City \$75,000 for professional services. If the professional services costs are less than \$75,000, the balance will be returned to the Developer once the final costs are certified. The City will fund professional services costs in excess of \$75,000.
5. Prior to the City awarding the reservoir construction contract, the Developer will provide the City \$675,000 for reservoir construction. If the final reservoir cost is less than \$675,000, the balance will be returned to the Developer once the final costs are certified. The City will fund reservoir costs in excess of \$675,000.
6. The reservoir shall be ready to be put into service within Fifteen months of Council approval of this agreement.
7. The Developer shall be responsible for contracting with an engineering consultant for the design, bidding, and construction services for the water booster station.
8. The water booster station design shall generally be designed in a manner similar to the Well #12 Stoney Creek Booster Station and the Terracita Booster Station. The booster shall be a non-skid mount type. The design, bidding, and construction

services for the water booster station shall be completed in compliance with "Attachment One - Scope of Services". The Public Works Department will perform reviews of the drawings and specifications for the booster station and will have final approval of the drawings for construction. The system shall not be placed into operation until it has been accepted by the City.

9. The City will negotiate professional services with the Developer's engineer for bidding and construction services for the water booster station. The engineering consultant for these services does not need to be selected per the City's consultant selection policy. The Developer shall fund the professional services for bidding and construction. The Developer will reimburse the City for professional services costs as requested by the City and upon being presented with proof of payment for services rendered.
10. The Public Works Department on behalf of the City will administer the bidding and construction phases of the water booster station.
11. The City, through the Public Works Department, will publicly bid the water booster station construction project.
12. Prior to the City awarding the booster station construction contract, the Developer will provide the City with \$540,000 for the water booster station construction. If the final cost of the booster station is less than \$540,000, the balance remaining will be returned to the Developer once the final costs are certified. The City will fund water booster station costs in excess of \$540,000. If the total costs for the water booster station, including professional services and construction, are less than \$600,000, the Developer agrees to support the reallocation of the balance toward the reservoir.
13. The water booster station shall be ready to be put into service within Fourteen months of Council approval of this agreement.
14. The Developer will be responsible for contracting with an engineering consultant for the design and construction of access, water mains, and other appurtenances not addressed within this document.
15. Any other project components shall be completed in compliance with the City's subdivision requirements.
16. The City's Growth Management Department will be responsible for the review and approval of these other project components.
17. The water transmission main from the water booster station shall be ready to be put into service within Fourteen months of Council approval of this agreement.
18. The water reservoir, booster station and transmission main shall be bid and constructed in compliance with state bid law. The engineering consultants shall

provide the City bid letting and construction services, including, but not necessarily limited to, preparation of bid documents for the City's review and approval, award recommendations once the bids are received, and construction observation services. The Consultants will provide recommendations to, and will follow the direction given them by the City's Public Works Department on all aspects of constructing the water reservoir, and booster station. Upon the preparation of the bid documents by the Consultants and acceptance of the documents by the Public Works staff, the project will be bid by the City. Per State bid law, the City Council shall be responsible for approving the City's bid authority and awarding the construction contracts to the lowest responsible bidder. The City Council will also need to approve any payment requests and change orders. Preparation of payment requests and change orders will be in compliance with Public Works format and under the direction of Public Works.

19. The parties may undertake any legal or equitable action available to enforce the provisions of this Agreement in addition to any other remedies provided herein.
20. If any section(s), or provision of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision of this Agreement if they can be given effect without the invalid section(s) or provisions.
21. This Agreement shall be construed according to the laws of the State of South Dakota. Any action concerning this Agreement shall be venued in the Circuit Court for the Seventh Judicial Circuit, Rapid City, South Dakota.
22. If the Developer is a corporation, it has the power to enter into this agreement and its officers signing for it have full power and authority to do so.

Dated this 20 day of October, 2008.

CITY OF RAPID CITY

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Finance Officer

(SEAL)

DTH, LLC.

By:   
\_\_\_\_\_  
Its: MANAGER





## ATTACHMENT ONE

### SCOPE OF SERVICES FOR RAINBOW RIDGE BOOSTER STATION

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 includes 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.
- 1.2 Review background information and other resources as necessary.
- 1.3 Prepare Project Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Project Design Report. The consultant shall design the proposed booster station in compliance with the City's draft utility design criteria manual, the Terracita Water Booster Station, and Stoney Creek Booster Station. The consultant shall submit design assumptions, design life, design criteria, and reference of design resources. The Project Design Report shall evaluate life cycle costs and future pump upgrades. Provide justification for the facility and analysis of alternatives. The project's geotechnical report shall be included within the Project Design Report. 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.
- 1.4 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates.
- 1.5 Identify right-of-way (ROW) and easement 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 Recommend location and extent of geotechnical services investigations necessary to complete design. Geotechnical services typically will be a sub consultant to the Consultant and payment for geotechnical services is the responsibility of the Consultant.
- 1.8 Prepare preliminary plan and profile sheets including locations of existing and new utilities and street alignment. Show existing utilities locations with probable depths.
- 1.9 Attend submittal review meeting with City staff, if necessary.
- 1.10 Attend Public Works and Council meetings as necessary.

#### 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 includes the following itemized services.

- 2.1 Address City comments from the Task 1 City review(s) and finalize Project Design Report,
- 2.2 Consultant may want to provide City a review submittal at approximately 70% complete
- 2.3 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.
- 2.4 Determine removal limits with approval of City of Rapid City representative.
- 2.5 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,
- 2.6 Incorporate ADA compliance items, for example fillet, driveway and sidewalk improvements,
- 2.7 Incorporate Erosion and Sediment Control items,
- 2.8 Complete the, "Flood Management Project Water Quality Impact Assessment Checklist Form", attachment two and incorporate applicable measures within the construction documents as necessary.
- 2.9 Provide five (5) copies of the finalized Project Design Report,
- 2.10 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.
- 2.11 Provide and make submittals for review by the Rapid City Planning Commission per SDCL §11-6-19 submittal if required. Provide supplemental information and attend Planning Commission meetings as necessary to present the project or to respond to any questions or concerns.
- 2.12 Address 100% submittal staff comments as necessary.
- 2.13 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.
- 2.14 Plans documents shall adhere to current City of Rapid City guidelines.
- 2.15 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.

- 2.16 Provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area).
- 2.17 Provide detailed traffic control plan, if required, (showing all devices required for a MUTCD compliant plan).
- 2.18 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.

- 2.19 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.
- 2.20 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.
- 2.21 Prepare any and all permits with exhibits required for the City.
- 2.22 Identify permits that will be required for the Contractor.
- 2.23 Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 2.24 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.
- 2.25 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.
- 2.26 If needed, 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.
- 2.27 Supplementary project specific criteria for the Rainbow Ridge Water Booster Station shall be as follows:
  - a. The proposed Booster Station shall be designed per City of Rapid City Public Works Department's requirements which typically consist of a concrete masonry unit CMU building with brick veneer, pitched truss roofing system,

asphalt or concrete shingles, site grading, landscaping, irrigation system, booster pumps, mechanical piping, HVAC, MCC, SCADA system, and telemetry system; and

- b. The engineer and the PW Consultant shall conduct a kickoff meeting for the project to outline submittal schedules, communications, and design criteria; and
  - a. The engineer shall prepare a design report that at a minimum addresses the following: booster station site selection,
  - b. Booster station lot size requirements, project schedule design through construction,
  - c. Permitting requirements,
  - d. Design criteria to be used for the booster station; and
- c. Design Criteria for the Booster station design shall include:
  - a. Documenting assumed average day demands, peak day demands, peak hour demands and the required fire flows for the assumed service area. Fire flows shall be verified with the Rapid City Fire Chief, and
  - b. Booster Station system static and dynamic pressure.
- d. Prior to conducting a kickoff meeting, the Developer's engineer shall submit a proposed project schedule. The schedule shall detail submittal dates, milestones, advertisements for the projects, bid openings, and proposed construction periods; and
- e. The Booster station shall not be advertised for bid prior to the City's concurrence on the plans and specifications; and
- f. Public Works may at times request additional data or information for review and the engineer shall prepare and submit such data as requested; and
- g. Public Works may request to meet with the engineer to exchange information and to ask questions. The engineer shall accommodate these requests.
- h. The contractor for the Booster station, prior to starting construction, shall secure a building permit.
- i. A component of the Booster Station project will consist of designing and installing a SCADA and radio telemetry system on or adjacent to the Booster station to provide the City the ability to operate the water booster station system. A path study for the radio telemetry may be required as part of the engineering services

### TASK 3 – BIDDING SERVICES:

This task consists of all services necessary for the administration of the Bidding Services of the project, and includes 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 (22" x 34") and specifications to bidders, and five (5) copies to the City of Rapid City, refer to "Deliverable" above in Task 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.

### 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 includes 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 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 includes 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 "Construction Project Close-out Punch-list" indicating compliance with Standard Specifications, drawings and detailed specifications, and compliance and acceptance of the various infrastructure components.
- 5.13 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of two-year warranty period.
- 5.14 Ensure Contractor's two-year warranty surety is provided to the City of Rapid City.

## PROJECT TEAM, MEETINGS, AND SUBMITTALS SUMMARY

### 6.1 Project team members will include:

- The Consultant
- City Engineering Services staff
- Operations Division staff
  - Utility Maintenance Division
  - Water Division (Facility design and controls and O&M related issues)

### 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
- Private Utility coordination meeting, Task 2
- 100% Plans, Specifications, and Contract Documents review, Task 2 (This submittal is made when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost documents are complete).
- 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
- 70% Submittal if Consultant desires
- 100% complete plans, specifications, contract documents, and opinion of probable construction cost Contract Documents Review, Task 2 including 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
- Project completion "Punch List", Task 5
- "Construction Project Close-out Punch-list", 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.



ATTACHMENT TWO

**FLOOD MANAGEMENT PROJECT  
WATER QUALITY IMPACT ASSESSMENT  
CHECKLIST FORM**

**Section I.**

1. Project Title: \_\_\_\_\_
2. CIP & Project Number: \_\_\_\_\_
3. Contact Person and Phone Number: \_\_\_\_\_
4. Project Location: \_\_\_\_\_
5. Description of Project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Does project increase storm water runoff volume or flow rate to MS4 outfalls? YES NO  
 (Basis for a no determination can be found in Section VI.)

Does project include new or expanded storm water detention structure(s)? YES NO

If YES is checked in one or both of the above questions; then proceed to Section II (Water Quality Impact Assessment Evaluation Criteria for Proposed Flood Management Projects).

If NO is checked in both of the above questions, then Water Quality Best Management Practices (WQ BMP) is/are not required; then proceed to Section III Determination.

**Section II.**

**Water Quality Impact Assessment Evaluation Criteria for Proposed Flood Management Projects (New and Retrofits).**

(To be completed by City Engineer's appointed representative.)

		Yes	No	N/A
1.	Is the geologic unit or soil unstable, or would it become unstable as a result of the installation of WQ BMP(s), and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?			
2.	Will the installation of WQ BMP(s) result in the probable relocation of existing extensive underground utilities?			
3.	Would the installation of a WQ BMP(s) to a flood management structure compromise the stability of the structure?			
4.	Are land transactions necessary for the WQ BMP(s) where the asking price exceeds the fair market value which will require eminent domain to			

	be implemented?	Yes	No	N/A
5.	Will the installation of WQ BMP(s) be hindered by no land availability?			
6.	Would the installation of a WQ BMP(s) to a flood management structure compromise the stability of the structure?			
7.	Would the installation of a WQ BMP(s) to include the Water Quality Capture Volume (WQCV) to a flood management structure cause the potential of loss of life?			
8.	Would the installation of a WQ BMP(s), to include the WQCV to a flood management structure, cause significant damage to nearby properties or structures?			
9.	Are significant health and safety concerns identified with proposed WQ BMP(s)			
10.	Is there significant formal public opposition to proposed WQ BMP(s)?			

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Section III.**

**Determination.**

(To be completed by Project Manager.)

Initial \_\_\_\_\_ **Select one of the following options:**

I find that the proposed Storm Water Flood Management Project does not meet the established criteria in Section I of this evaluation so no negative WQ impacts are anticipated. **Therefore, project design will not require additional water quality improvements.**

\_\_\_\_\_

I find that the proposed Storm Water Flood Management Project may have negative water quality impacts but the storm water discharges shall be routed through the following existing or approved Post Construction Water Quality BMP \_\_\_\_\_

**Therefore, the project design will not require additional water quality improvements.**

\_\_\_\_\_

I find that the proposed Storm Water Flood Management Project may have negative water quality impacts. I have also determined that due to project limitations identified in Section II, the City will not be able to design this project to fully comply with the Stormwater Quality Manual. The findings/justifications for a variance to these design standards are listed in Section IV below.

Alternative Water Quality BMPs are described in Section V below. **Therefore, I grant a partial variance from incorporating water quality improvements.**

---

I find that the proposed Storm Water Flood Management Project may have negative water quality impacts. I have also determined that due to project limitations identified in Section II, that the City will not be able to feasibly design and incorporate water quality improvements into this project. The findings/justifications for a variance to these design standards are listed in Section IV below. **Therefore, I grant a full variance from incorporating water quality improvements.**

---

I find that the proposed Storm Water Flood Management Project may have negative water quality impacts. I have also determined that the project can be designated and constructed to include water quality improvements. **Therefore, the project will be designed in accordance with the Rapid City Stormwater Quality Manual to incorporate water quality improvements.**

---

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Section IV.**

**Explanation of Variance to the City of Rapid City Stormwater Quality Manual.**  
(To be completed by City Engineer's Appointed Representative.)

Porous Landscape Detention BMPs could not be built to the standard in the Stormwater Quality Manual.

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Extended Detention BMPs could not be built to the standard in the Stormwater Quality Manual. \_\_\_\_\_

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Inlet BMPs (Water Quality Catch Basins) could not be built to the standard in the Stormwater Quality Manual. \_\_\_\_\_

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Other BMPs could not be built to the standards in the Stormwater Quality Manual. \_\_\_\_\_

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**Section V.**

**Alternative Water Quality BMPs that will be incorporated into this Flood Management Project.**

(To be completed by City Engineer's Appointed Representative.)

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**Section VI.**

**Basis that the Proposed Flood Management Project will not increase Storm Water Volume or Flow Rates to MS4 Outfalls.**

(To be completed by City Engineer's Appointed Representative.)

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**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

AOR  
245  
4-5-10  
77054

**AMENDMENT TO  
AGREEMENT BETWEEN THE CITY OF RAPID CITY AND DTH,  
LLC REGARDING THE PROJECT RESPONSIBILITIES AND PROJECT  
CASH FLOW FOR THE CONSTRUCTION OF A WATER RESERVOIR  
AND WATER BOOSTER STATION FOR TAX INCREMENT  
DISTRICT 54 RAINBOW RIDGE**

WHEREAS, the parties have previously entered into an "AGREEMENT BETWEEN THE CITY OF RAPID CITY AND DTH, LLC REGARDING THE PROJECT RESPONSIBILITIES AND PROJECT CASH FLOW FOR THE CONSTRUCTION OF A WATER RESERVOIR AND WATER BOOSTER STATION FOR TAX INCREMENT DISTRICT 54 RAINBOW RIDGE" dated October 20, 2008, attached hereto as Exhibit "A"; and

WHEREAS, said agreement set forth timeframes for the reservoir, water booster station and water transmission main to be operational; and

WHEREAS, the Developer has requested that the above timeframes be amended to reflect the current conditions; and

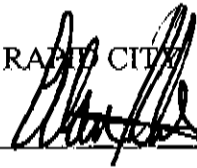
WHEREAS, the City of Rapid City Common Council finds that it is in the City's best interests to amend the agreement in accord with the request.

NOW THEREFORE, be it agreed by the parties that Sections 6, 13 and 17 of the Agreement between the parties dated October 20, 2008 are hereby amended as follows:

- 6. The contract for the reservoir construction shall be awarded on or before September 20, 2010.
- 13. The contract for the water booster station construction shall be awarded on or before September 20, 2010.
- 17. The water transmission main and associated grading activities must be under construction by September 1, 2010 and must be substantially completed by November 1, 2010.

BE IT FURTHER AGREED by the parties that all other provisions of the agreement dated October 20, 2008 remain in full force and effect.

Dated this 5 day of April, 2010.

CITY OF RAPID CITY  
  
\_\_\_\_\_  
Mayor

ATTEST:

James F. Preston  
Finance Officer

(SEAL)

DTH, LLC.

By: Alan Hanks  
Its: MANAGER

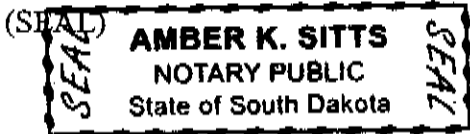
State of South Dakota     )  
  ss.  
County of Pennington     )

On this 5 day of April, 2010, before me, the undersigned officer, personally appeared Alan Hanks and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City and that he, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Rapid City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Amber K. Sitts  
Notary Public, South Dakota

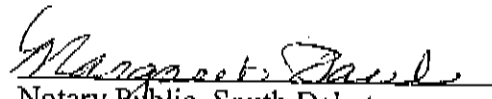
My Commission Expires: 9-13-15



State of South Dakota     )  
  ss.  
County of Pennington     )

On this the 25<sup>th</sup> day of March, 2010, before me, the undersigned officer, personally appeared Doyle Estes, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged himself to be the MANAGER of DTH, LLC, and acknowledged that they, being duly authorized to do so, executed the foregoing instrument on for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public, South Dakota

My Commission Expires:

(SEAL) 6/25/2013