

**Agreement Between City of Rapid City and Stanley Consultants, Inc.
for Professional Services for Canyon Lake Dam Reconstruction
Vision 2012 Phase Four
Project No. PW08-1743 / CIP No. 50739**

AGREEMENT made January 4, 2011, between the City of Rapid City, SD (City) and Stanley Consultants, Inc., (Engineer), located at 5775 Wayzata Boulevard, Suite 300, Minneapolis, Minnesota 55416. City intends to obtain services for Canyon Lake Dam Reconstruction, Project No. PW08-1743, CIP No. 50739. 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.

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 \$204,772.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded.

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 August 31, 2011.

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.~~



In the event Stanley Consultants, Inc.'s insurance company gives notice of cancellation or non-renewal of policies to Stanley Consultants Inc., Stanley Consultants, Inc, will promptly advise the City of Rapid City of any such matters. The Engineer agrees to hold the City harmless from any liability, including additional premium due because of the Engineer'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 \$5,000,000 each occurrence and \$5,000,000 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.

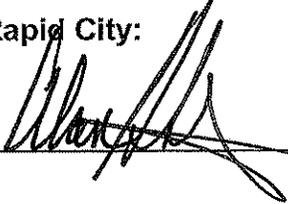
Section 13—Funds Appropriation

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:


MAYOR

DATE:

1-3-2011

Engineer:


STANLEY CONSULTANTS, INC.

DATE:

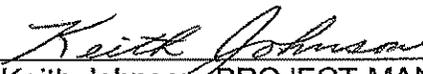
3 January 2011

ATTEST:

Acting


FINANCE OFFICER

Reviewed By:


Keith Johnson, PROJECT MANAGER

DATE:

12/13/10



CANYON LAKE DAM RECONSTRUCTION (Vision 2012 Phase Four)

EXHIBIT A SCOPE OF SERVICES

Professional services by Stanley Consultants (Consultant) for the City of Rapid City (City) consists of five Tasks: Preliminary Design Services (completed), Final Design Services (current), Bidding Services (current), Basic Construction Services (future), and Expanded Construction Services (future).

PROJECT DESCRIPTION:

Canyon Lake Dam is located in Canyon Lake Park in Rapid City, South Dakota. The dam and surrounding property is owned and maintained by the City. The dam has experienced persistent seepage problems with its concrete spillway which has caused concern about the structure's long-term safety and durability. Stanley Consultants, Inc. and FMG, Inc. completed a Phase I preliminary design/analysis (see Task 1 below) of several repair and replacement alternatives in March 2009. The analysis found that replacement of the existing spillway with a similar spillway structure with enhanced seepage protection and underdrainage features was the most favorable option. The City has decided to proceed with the design and construction of the spillway replacement. Canyon Lake bypass construction occurred which will aid in construction of the spillway. A component of this project will be to remove sediment contained within the dams impoundment area.

The major design/construction components of the project are:

Spillway Replacement: The existing concrete spillway will be replaced with a new concrete spillway of similar geometry. A seepage cutoff (sheet pile wall or foundation grouting) will be constructed behind the crest to enhance seepage protection. In between spillway removal and reconstruction, the underlying rock would be grouted to seal the voids found in recent spillway cores, and a subsurface drainage layer (sand and perforated pipe) would be installed over the underlying soil.

Design tasks required for development of construction documents include:

- Establish new spillway geometry (incorporating existing downstream stilling basins and fuse plug spillway)
- Design spillway structural components (concrete slab, reinforcing, connections)
- Design seepage cutoff, subsurface drainage layer, and foundation grouting program
- Conceptual construction sequencing

Abutment Wall Replacement: Existing concrete abutment walls on either side of the spillway will be replaced.

Design tasks required for development of construction documents include:

- Establish new wall layout (incorporating new spillway and existing downstream stilling basins and fuse plug spillway)
- Design wall structural components (wall, foundation, reinforcing, connections)
- Design wall subsurface drainage layer

Add-On Alternate Sediment Removal: Remove and dispose of sediment in Canyon Lake.

General Engineering: General engineering includes tasks not specifically related to the spillway and retaining walls but necessary for development construction documents.

Design tasks required include:

- Establish horizontal and vertical control
- Develop geometric layout of project features
- Establish construction staging and site access areas
- Conceptual design of temporary dewatering system
- Develop storm water pollution prevention plan
- Identify any utilities requiring removal or relocation
- Develop construction drawings and specifications
- Prepare Construction Emergency Action Plan
- Perform quantity takeoffs
- Estimate construction costs
- Develop conceptual construction phasing plans
- Prepare all permits for owner plus identify permits needed by contractor
- Bypass flow operation including portable diversion dam

TASK 1 - PRELIMINARY DESIGN SERVICES: (completed)

Stanley Consultants, Inc. and FMG, Inc. completed Engineering Services for Task 1 of the Canyon Lake Dam Reconstruction Project per Rapid City Project No. PW08-1743. These services included data collection (hydrologic and hydraulic analysis, structural inspection, geotechnical investigations, topographic survey and property boundaries) and engineering evaluation of the existing project structures and proposed reconstruction alternatives.

A summary of the work completed for Task 1 can be found in the Canyon Lake Dam Phase I Reconstruction report submitted to the City on March 9, 2009 and the Design Analysis report submitted to the City on June 22, 2009.

From the three reconstruction alternatives proposed in the Task 1 services, the City selected the Concrete Spillway Replacement alternative for final design and construction.

TASK 2 - FINAL DESIGN SERVICES: (current contract)

This task consists of all services necessary to take the Canyon Lake Dam Reconstruction Project from Task 1 Preliminary Design Services through the Final Design Services, and includes the following itemized services.

- 2.1 **Kickoff Meeting** - A kick off meeting will be held at Rapid City to discuss project objectives, issues, design criteria (summarized in the Design Analysis Report from Task 1), answer any questions, and review the project schedule.

Deliverables: The Consultant will be responsible for preparing and distributing typed draft meeting minutes within 3 days after the meeting, and final meeting minutes within 2 days after receipt of comments.
- 2.2 **Survey** – The Consultant will survey the sediment limits and depths within Canyon Lake to determine removal quantities.
- 2.3 **50% Design** - The Consultant will develop the final design of the project to the 50% complete level. In general, all of the construction drawings will be Prepared showing proposed improvements in plan view and sections as well as special details. Also a proposed conceptual construction phasing plan with milestone dates will be prepared and a draft bid item list for unit price contract. Drawings will not have to contain plan notes and quantities, etc. Drawings and specifications shall be in City format. The City will provide examples of drawing and specifications for city projects.

The Consultant will perform design in accordance with the items and criteria laid out in the Task 1 Design Analysis Report. Where applicable, design shall adhere to current City guidelines. If exceptions from the City requirements or specifications are needed, 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.

A preliminary drawing list is included in the table below. The preliminary drawing list is provided for consideration only. The Consultant is responsible to provide a sufficient number of engineering drawings to facilitate the construction of the project. Drawings will be prepared utilizing the latest City of Rapid City Drafting Standards. Drawings will be developed using AutoCAD.

Drawing Numbers

Drawing Content

1	Title Sheet (Drawing Index and Location Map)
2	General Notes
3	Existing Site Plan
4	Demolition Plan
	Survey Control Sheet
	Construction Phase and Traffic Control
5	Proposed Site Plan

6-7	Construction Staging, Erosion Control, Cofferdams/Water Control
8	Embankment Plan, Sections & Details
9	Spillway Plan and Profile
10-11	Spillway Sections
12-13	Abutment Wall Plan and Profile
14-19	Structural Sections & Details
20-22	Civil Details (including erosion and sedimentation control)
	Add-On Alternate, Lake Sediment Removal Plan

The Consultant will coordinate 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 drawings; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the specifications. 50% construction drawings shall be provided to the pertinent utilities for comment at the time they are complete.

The Consultant will update the "Engineer's Estimate" of probable cost (cost estimate) from the Task 1 report based on the 50% design. The cost estimate will be revised to reflect any design changes and additional details incorporated since Phase I. Construction items and quantities will be updated to reflect the current design and cost numbers.

The Consultant will provide conceptual design of temporary cofferdams, suggested operation of the bypass including the need for a diversion dam bladder, etc., dewatering and water diversion requirements for cost estimating purposes. The Construction Contractor will be required to retain a professional engineer to perform detailed design of the cofferdams, dewatering and diversion system in accordance with the bid documents prepared by Stanley Consultants.

The Consultant will provide plans for removal of the sediment in Canyon Lake which will be bid as an add-on alternate.

The Specifications outline will be complete and will identify all the contractual and technical sections required for the project. The City will be responsible for preparation of front-end documents. The Consultant shall provide supplemental information to be incorporated into the front-end documents. The Consultant shall provide specifications Divisions 1-16. The Consultant shall review the specifications for conflicts between City front-ends and City Specifications for Public Works Construction, 2007 Edition. City Specifications are to be supplemented by Consultants Divisions 1-16 specifications.

Deliverables: The Consultant shall provide PDF copies and 5 hard copies of the 50% drawings, cost estimate, and material specifications for City review and comment.

- 2.4 **100% Design** - The Consultant will develop the final design of the project to the 100% complete level. In general this submittal is what the Consultant believes are 100% complete recognizing that resubmittal may be needed based on City comments.

Deliverables: The Consultant shall provide PDF copies and 5 sets of hard copies of the 90% drawings, cost estimate, and the Specifications for City review and comment. The Consultant shall also submit drawings and the specifications to the Department of Environment and Natural Resources for approval, addressing any comments or corrections required in subsequent submittals.

- 2.5 **Final Design** - The Consultant will develop the final design of the project to the 100% complete level. All of the drawings and specifications will be 100% complete.

Deliverables: The Consultant shall provide PDF copies of the 100% drawings, cost estimate, and the specifications for City review and comment. This submittal will include final calculations for structural and civil work as well as any hydraulic and geotechnical calculations updated from Task 1.

- 2.6 **Permitting and Agency Coordination** – The Consultant will assist the City with design coordination with local, state and federal agencies. The Consultant will obtain/prepare all necessary permits for owner's signature including:

1. Protected Waters Permit
2. Storm Water Discharge Permit (includes development of Storm Water Pollution Prevention Plan)
3. City of Rapid City
 - a. Erosion and Sediment Control Permit
 - b. Grading Permit
 - c. Flood Plain Development Permit

The Consultant will obtain and prepare all necessary permit application forms and exhibits. Completed permit documents will be provided to the City for review and submittal to regulating agency.

Any permits identified that will be required for the Construction Contractor will be noted on the drawings or in the specifications as an Appendix.

Additional permits that may arise that are not identified above are considered additional services and not included in the basic services included herein.

Deliverables: Permit submittals and permits. It is understood that the City will directly pay for any applicable fees associated with necessary permits.

- 2.7 **Project Progress Meetings** – The Consultant will meet in-person with the City at the Project Kickoff and 50%, 100% submittal reviews. The Consultant will be available to meet with the City Council, Public or other interested parties following each of these review meetings. Weekly teleconference meetings will be held to inform the owner of project progress.

The Consultant shall allow 15 working days for City review of the 50% review submittal, 100% review submittal, and the 100% complete plans; specifications; contract documents; and opinion of probable construction cost Contract Documents submittal. Consultant shall document all responses to City review comments.

Deliverables: Meeting minutes prepared by the Consultant within 3 days after the meeting for comment and approved minutes within 3 days of receipt of comments.

- 2.8 **Final Submittal** – The Consultant will deliver to the City the following:

- Provide one (1) copy and a PDF version of bid documents including complete drawings, specifications, and final cost estimate to the City of Rapid City's project manager for City distribution.
- 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 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.

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.

- 2.9 **Evaluation and Monitoring of Existing Seepage** – The Consultant will visit the site to observe and evaluate the seepage conditions currently existing at the spillway when requested by the City. Two (2) site visits are assumed to observe seepage conditions. Following each the site visit, the Consultant will prepare a brief trip report, summarizing observations and providing recommendations for continued monitoring, and if required, pool drawdown and or temporary repair prior to commencement of the spillway reconstruction project. The seepage and rooster tail on the spillway may change prior to construction. This is an on-call measure that if conditions change dramatically the Consultant can mobilize quickly to evaluate the condition and provide recommendation if immediate action is necessary. If the City does not request this service then the Consultant will not bill for the amount budgeted under this task item.

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 **Plans and Specifications for Bidding** – Along with Final Submittal (see Task 2.7) the Consultant will submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form. The City will provide copies and will distribute plans and specifications to bidders.
- 3.2 **Pre-bid Conference** - The Consultant shall conduct a pre-bid conference meeting in Rapid City for prospective Construction Contractors. The purpose of the meeting is to review project requirements and respond to any questions. The Consultant will record attendance and minutes and distribute copies to all attendees. If necessary, addendums to the construction documents will be provided to all plan holders after the meeting by Consultant.

During the bid period, the Consultant shall answer bid questions with written responses to all bidders and issue addendums for the bidding documents as necessary.

Deliverables: Memorandum of pre-bid meeting minutes distributed to all meeting attendees, written responses to bidder questions which will be included in addendums as clarifications and addendums as required.

- 3.3 **Bid Opening and Evaluation** - Bids will be collected and opened by the City. The Consultant shall review Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab and Award Summary.

Deliverables: Provide written recommendation of award to Project Manager and Reviewed and Signed Bid Tab and Award Summary.

- 3.4 **Award Construction Contract** – The Consultant shall review construction contract documents and other submittals from the Construction 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:

(A Future Contract will be negotiated for these Services as they will be better defined upon completion of Task II 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 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:

(A Future Contract will be negotiated for these Services as they will be better defined upon completion of Task II 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.
- 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 Witness Contractor performing assurance testing according to the Standard Specifications.
- 5.9 Prepare and submit monthly pay requests.
- 5.10 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.
- 5.11 Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.
- 5.12 Prepare and submit City of Rapid City project "Construction Project Close-out Checklist" indicating compliance with Standard Specifications and acceptance of the various infrastructure components.

- 5.13 Prepare letter of project completion verifying compliance with plans and specifications and start of warranty period.
- 5.14 Ensure Contractor's two-year warranty surety is provided to the City of Rapid City.

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 (Service area and O&M related issues)
 - Street Division
 - Water Division
 - Water Reclamation Division
- Interested Parties
 - Parks Department
 - SDGF&P
 - Bureau of Reclamation
 - Others

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

- Project Kick-Off Meeting, Task 2
- 50% Plans and Specifications submittal review meeting, Task 2
- 100% Plans submittal review meeting, Task 2
- Public meetings
- Private Utility coordination meeting (combined with 50% review meeting trip), 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
- Pre-construction Conference, Task 4 (future)
- Construction Progress Meetings, Task 5 (future)
- Committee and Council Meetings as required, All Tasks (Combined with other trips noted above, as required)

6.3 Submittals include:

- Kick-off meeting, Task 1 meeting minutes
- 50% and 100% Plans and Specifications submittal review meeting, Task 2

- Final 100% complete plans, specifications, contract documents, and opinion of probable construction cost Contract Documents Review, Task 2 including meeting minutes
- Public 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 letter, Task 3
- Pre-Construction conference meeting minutes, Task 4 (future)
- Shop Drawing submittal reviews, Task 4 (future)
- "As-Built" plans and specifications, Task 4 (future)
- Progress meeting minutes, Task 5 (future)
- Daily observation reports, Task 5 (future)
- Erosion and Sediment Control plan inspection reports, Task 5 (future)
- Project completion "Punch List", Task 5 (future)
- "Construction Project Close-out Checklist", Task 5 (future)
- Letter of certification of project completion, Task 5 (future)

EXHIBIT B

Canyon Lake Dam Design and Construction Services City of Rapid City



Engineering Services Fee Estimate
Stanley Consultants, Inc.
December 10, 2010

	TOTAL
Project Tasks	
2 FINAL DESIGN SERVICES	
2.1 Kickoff Meeting	\$ 6,860
2.2 Lake Bottom / Sediment Survey	\$ 16,225
2.3 50% Design	\$ 41,698
2.4 100% Design	\$ 43,030
2.5 Final Design	\$ 25,486
2.6 Permitting & Agency Coordination	\$ 12,496
2.7 Project Progress Meetings/Public Meetings	\$ 24,351
2.8 Final Submittal	\$ 13,888
2.9 Seepage Monitoring & Evaluation	\$ 2,474
Subtotal	\$ 186,508
3 BIDDING SERVICES	
3.1 Plans and Specifications for Bidding	\$ 3,174
3.2 Pre-bid Conference	\$ 5,378
3.3 Addenda	\$ 4,892
3.4 Bid Opening and Evaluation	\$ 2,216
3.5 Award Construction Contract	\$ 2,604
Subtotal	\$ 18,264
Total	\$ 204,772



EXHIBIT C

Hourly Fees and Charges
Fiscal Year 2010-2011

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

Classification	Hourly Fee	Classification	Hourly Fee	Classification	Hourly Fee
SC-1	38.00	SC-9	103.00	SC-17	184.00
SC-2	45.00	SC-10	111.00	SC-18	198.00
SC-3	54.00	SC-11	119.00	SC-19	214.00
SC-4	62.00	SC-12	129.00	SC-20	228.00
SC-5	71.00	SC-13	138.00	SC-21	246.00
SC-6	79.00	SC-14	148.00	SC-22	271.00
SC-7	87.00	SC-15	159.00		
SC-8	95.00	SC-16	171.00		

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

and is included in the not-to-exceed fee.

WJH 12/10/10

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

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

WJH 12/10/10

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

WJH 12/10/10

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

to be 45 WJH

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

WJH 12/10/10

vi. Charges are subject to revision on or after April 1, 2011

WJH 12/10/10



Representative Positions

<u>Classification</u>	<u>Position Title</u>
SC 18 - 22	Officers Senior Officers
SC 15 - 21	Project Principal Senior Project Manager Senior Construction Manager Chief Engineer
SC 13 - 19	Principal Engineer/Scientist/Planner Construction Services Manager Chief Architect/Scientist/Planner
SC 11 - 18	Project Manager Senior Resident Project Representative Principal Architect/Scientist/Planner
SC 10 - 16	Senior Engineer/Architect/Scientist/Planner Design Manager
SC 9 - 15	Resident Project Representative Survey Manager Principal Designer
SC 8 - 13	Senior Construction Observer Engineer/Architect/Scientist/Planner Senior Designer
SC 6 - 11	Engineering Intern Senior Survey Crew Chief Designer
SC 5 - 9	Associate Designer Construction Observer Senior Technician Survey Crew Chief
SC 3 - 6	Survey Instrument Person Senior Administrative Assistant Technician
SC 1 - 5	Aide Associate Technician Administrative Assistant