

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

Date: **January 18, 2010**

**Project Name & Number:** 2010 WRF Facility Improvements, Project No. WRF10-1856

**CIP #:** 50791

**Project Description:** Professional engineering services for project coordination, construction administration and inspection for the 2010 Water Reclamation Facility projects: Digester Repair & Improvements; Motor Control Center; and Non-Potable Water System.

**Consultant:** HDR Engineering Company, Inc.

<b>Original Contract Amount:</b> \$92,496.00	<b>Original Contract Date:</b> January 18, 2010	<b>Original Completion Date:</b> December 21, 2010
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**Addendum No:**


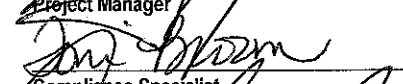
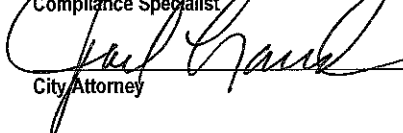
**Amendment Description:**


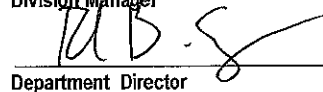
<b>Current Contract Amount:</b> _____	<b>Current Completion Date:</b> _____
<b>Change Requested:</b> _____	
<b>New Contract Amount:</b> _____ \$0.00	<b>New Completion Date:</b> _____

**Funding Source This Request:**

Amount	Dept.	Line Item	Fund	Comments
\$92,496.00	833	4223	604	To be reimbursed by SRF loan.
<b>Total</b>				

### Agreement Review & Approvals

	12/22/09	
Project Manager	Date	
	12/22/09	
Compliance Specialist	Date	
	12/23/09	
City Attorney	Date	

	12-22-09	
Division Manager	Date	
	12-23-09	
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	
12/22/09	DE	(Y)	N
Cash Flow		(Y)	N

**Agreement Between City of Rapid City and HDR Engineering Inc.  
for Professional Services for 2010 Water Reclamation Facility Improvements,  
Project No. WRF10-1856 / CIP No. 50791**

AGREEMENT made January 18, 2010, between the City of Rapid City, SD (City) and HDR Engineering, (Engineer), located at 3820 Jackson Blvd, Rapid City, South Dakota. City intends to obtain services for 2010 Water Reclamation Facility Improvements, Project No. WRF10-1856, CIP No. 50791. The scope of services is as described in Exhibit A – Scope of Engineering Services and Exhibit B – Engineering Fee Estimate.

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 Exhibit 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 Exhibit A.)

## **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 \$92,496.00 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 December 31, 2010.

## 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 \$1,000,000 each occurrence and \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.

### Section 8—Hold Harmless

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

### Section 9—Independent Business

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the





Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

### **Section 10-Indemnification**

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

### **Section 11-Controlling Law and Venue**

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

### **Section 12-Severability**

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

### **Section 13—Funds Appropriation**

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



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

**City of Rapid City:**

**Engineer:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
HDR Engineering, Inc

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
FINANCE OFFICER

**Reviewed By:**

  
\_\_\_\_\_  
Rodney K. Johnson, PROJECT MANAGER

DATE: 12-21-09



December 2, 2009

Mr. Rodney Johnson  
Operations Management Engineer  
City of Rapid City  
300 Sixth Street  
Rapid City, SD 57701

RE: Revised Proposal for 2010 Water Reclamation Facility Improvements Project –  
Construction Administration and Inspection Services

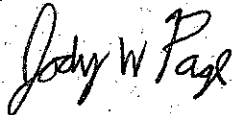
Dear Mr. Johnson:

HDR would like to thank you for the opportunity to submit this proposal for the Construction Administration services on the combined 2010 Water Reclamation Facility Improvements Project. We've enjoyed working with the city on the design of the Non-Potable Water System Replacement thus far and are looking forward to continuing that relationship through construction. We are also pleased to take the lead role in the expanded project coordination along with the Construction Administration and Inspection for all of the 2010 WRF projects. We will continue with our multi-faceted team of professionals to cover all aspects needed to execute this complex project and deliver top quality customer service to you and the City of Rapid City.

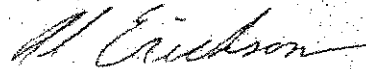
Attached is our proposed scope of services for that was adjusted based on your comments from the draft send in October. We surely appreciate your feedback and hope this version meets the City of Rapid City's needs and goals of the project.

Thanks again for this opportunity, and please feel free to contact me with any additional questions that you may have.

Very truly yours,  
HDR ENGINEERING, INC.



Jody W Page, P.E.  
Project Manager



Allan D Erickson, P.E.  
Project Engineer

Attachments Proposed Scope of Services, Estimated Manhours and Fee

RECEIVED

DEC 3 2009

ENGINEERING DIVISION

HDR Engineering, Inc.

3820 Jackson Blvd  
Suite 1  
Rapid City, SD 57702-3202

Phone: (605) 791-6100  
Fax: (605) 791-6161  
www.hdrinc.com

Item #15

HDR ENGINEERING  
 RAPID CITY WATER RECLAMATION FACILITY: 2010 IMPROVEMENTS PROJECT  
 CONSTRUCTION ADMINISTRATION AND INSPECTION SCOPE OF SERVICES

## Scope of Engineering Services

We have thoroughly reviewed and are prepared to deliver the typical scope of service items as listed in the City of Rapid City Basic and Expanded Construction Services outline. Those scope items were included as three separate tasks and are broken out below and in the estimated man-hour/expense spreadsheet. We have also identified several other items that will need to be included to complete this phase of the project. There are additional details provided below for those scope items. It is important to note in Task 1 that the work effort to bring the Non-Potable Water System Replacement Project was included in HDR's previous contract. The effort described in Task 1 only reflects the additional effort required to include the plan production and bidding of the combined project.

### TASK 1 – Project Coordination Planning Services

Task 1 includes the additional coordination and bidding services needed to incorporate the three project designs into one plan set for a combined bid. HDR will work closely with the city and two other design consultants to complete this task and be the main point of contact for bidders throughout the process. HDR will refer bidders questions on design elements to the appropriate consultant to render opinions or approve alternates. We will be responsible only for the documents HDR has prepared.

#### 1.0 Project Administration & QA/QC

This task includes the organizing and managing of the HDR project team, coordination with city staff, and conducting an internal QA/QC plan review. HDR has an extensive QA/QC program where a highly qualified technical expert that has not been directly involved in the design and plan production will conduct a complete review of the project documents at key milestones and provide comments to be incorporated.

#### 1.01 Coordination with Project Design Consultants

This task includes the coordination and communication with the two other design consultants in order to compile their drawings and specifications with HDR's into one organized and understandable document. HDR will not be responsible for reviewing or editing the design of the other consultants projects, only to bring them as Schedule A, B, and C into the combined set of plans for the 2010 Water Reclamation Facility Improvements Project.

#### 1.02 Prepare Combined Bidding Documents, Special Provisions, and Section 100 Specifications

This task includes producing the "front end" bidding documents for the project, along with any Special Provisions that are needed to address non-typical items in the project. HDR will also produce the "Section 100" specifications that will cover all items that will be standard across all three schedules.

#### 1.03 Prepare Combined 90% Construction Plans and Specifications

This task includes organizing and compiling all of the drawings from the three schedules into one set of combined plans to be bid and constructed by one contractor. HDR will provide a sheet index in coordination with the other two consultants and assemble the plans as provided. All plans are to be in City of Rapid City format and on 22 x 34 sheets.

**HDR ENGINEERING****RAPID CITY WATER RECLAMATION FACILITY: 2010 IMPROVEMENTS PROJECT  
CONSTRUCTION ADMINISTRATION AND INSPECTION SCOPE OF SERVICES**

- 1.04 Present 90% Construction Plans and Specifications for City Review  
This task will be to produce and present a draft set of the 2010 Water Reclamation Facility Improvements Project plans and specifications to the city and consultant project managers. There will be a period of time following this presentation to allow for review and comment by all vested parties.
- 1.05 Address / Incorporation City and Consultant Review Comments  
This task will be to collect all comments received from the draft set of plans and address / incorporate as necessary to result in the final documents for bidding.
- 1.1 Submit Information For City Advertising Authority Form
- 1.2 Print Bid Documents and Specifications for City Distribution to Bidders
- 1.3 Print 22 x 34 Scale Plan Drawings for City Distribution to Bidders
- 1.4 Arrange and Conduct Pre-bid Conference
- 1.5 Issue Addenda (as required)
- 1.6 Attend Bid Opening
- 1.7 Attend Public Works Committee and Council Meetings (as required)
- 1.8 Prepare the Bid Tab
- 1.9 Present Award Recommendation
- 1.10 Prepare Notice of Award Letter
- 1.11 Prepare Contracts and Submit to Contractor
- 1.12 Review Construction Contract Documents and Submit to City

**TASK 2 – Basic Construction Services**

Task 2 includes the basic construction services to provide direct support from the project design team to ensure that the design elements get carried through construction. HDR stresses the key of having continuity in this phase and with that Al Erickson, P.E. will continue to play a key role as the wastewater and pumping systems expert.

- 2.0 Project Administration & QA/QC  
This task includes the organizing and managing of the HDR project team, coordination with city staff, and conducting internal QA/QC project reviews on key items and milestones.
- 2.1 Prepare Notice to Proceed
- 2.2 Arrange and Conduct a Pre-Construction Conference
- 2.21 Attend Monthly Construction Coordination Meetings  
This task includes time and expenses for the lead design engineer to attend a monthly coordination or key milestone meeting to inspect the project construction and address any open issues.

**HDR ENGINEERING****RAPID CITY WATER RECLAMATION FACILITY: 2010 IMPROVEMENTS PROJECT  
CONSTRUCTION ADMINISTRATION AND INSPECTION SCOPE OF SERVICES**

- 2.3 Provide Written Clarification to Questions
- 2.4 Provide Recommendations for Changed or Unknown Conditions
- 2.41 Consultant Coordination for Changed or Unknown Conditions  
This task includes the "on-call" assistance and direction from the lead design engineer to promptly address any unforeseen issues that come up in the field during construction of the project. HDR is insistent on being involved with the city throughout the project and to find constructive solutions to any problem that may come about.
- 2.5 Review and Take Action on Shop Drawings, Submittals, and Test Results
- 2.51 Consultant Coordination for Reviewing Shop Drawings, Submittals, and Test Results  
This task includes the coordination and communication with the other two consultants for the review of shop drawings and submittals that pertain to their portion of the project design. HDR will not be responsible for the review and approval of these items but will serve as the main point of contact for the City and contractor and be responsible for managing a timely review process.
- 2.6 Prepare "As-Built" Plans and Specifications.

**TASK 3 – Expanded Construction Services**

Task 3 includes the expanded construction services to provide daily inspection and oversight of the entire combined 2010 Water Reclamation Facility Improvements Project. This includes coordinating and conducting progress meetings and serving as the key construction manager on the project working directly with the contractor and city staff.

- 3.0 Project Administration & QA/QC  
This task includes the organizing and managing of the HDR project team, coordination with city staff, and conducting internal QA/QC project reviews on key items and milestones.
- 3.1 Mark Removal Limits
- 3.2 Prepare Public Service Announcements
- 3.3 Notify Affected Property Owners
- 3.4 Arrange and Conduct Progress Meetings
- 3.5 Provide Daily On-Site Observation
- 3.6 Prepare Daily Reports  
Daily inspection visits will average approximately 2 days per week for the duration of the project.
- 3.7 Provide Stormwater Inspection and Reports
- 3.8 Coordinate Field Soil Compaction Testing
- 3.9 Coordinate Field Assurance Testing  
All required testing for the project will be completed by others through a separate contract with the City of Rapid City. HDR will be responsible to assist in coordinating testing schedules, notifying testing company of requirements, and collecting test results.

HDR ENGINEERING  
RAPID CITY WATER RECLAMATION FACILITY: 2010 IMPROVEMENTS PROJECT  
CONSTRUCTION ADMINISTRATION AND INSPECTION SCOPE OF SERVICES

- 3.10 Prepare and Submit Monthly Pay Requests
- 3.11 Prepare Change Orders (as required)
- 3.12 Prepare and Submit Project Completion Punch List
- 3.13 Prepare and Submit Project Construction Close-out Checklist
- 3.14 Prepare Letter of Certification of Project Completion

### Project Schedule

It should be noted that the attached spreadsheet with estimated manhours and associated fee was based on an anticipated construction schedule as provided by the city and consultants included on this effort. If, for some unforeseen reason, the construction schedule extends beyond this time frame then additional hours or an adjustment in daily inspection levels may be needed in order to meet the project requirements. For reference, the hours for full time inspection were estimated by an average of about 16 hours per week for the given expected project completion deadlines as follows:

Schedule A	Non – Potable Water System Replacement	August 31, 2009
Schedule B	Digester Improvements	October 31, 2009
Schedule C	Motor Control Center Replacement	August 31, 2009

**RAPID CITY WATER RECLAMATION FACILITY: 2010 IMPROVEMENTS PROJECT  
ENGINEERING FEE ESTIMATE**



Labor Hours by Category

Expenses

	Principal Engineer	Project Manager	WWW Engineer	Construction Inspector	CAD Tech	QA/QC	Accounting / Admin	Total Hours	Totals Labor \$\$\$
<b>Task 1 - Project Coordination Planning Services</b>									
1.0 Project Administration & QA/QC	1					5	1	7	\$988
1.01 Coordination with Project Design Consultants		16	1		4			21	\$2,258
1.02 Prepare Combined Project Bidding Documents, Special Provisions, and Section 100 Specifications			3		48			51	\$4,430
1.03 Prepare Combined 90% Construction Plans and Specifications		22	2					24	\$2,730
1.04 Present 90% Construction Plans and Specifications for City Review		2			4			6	\$558
1.05 Address / Incorporate City & Consultant Review Comments		4	2		10			16	\$1,558
1.1 Submit Information for City Advertising Authority Form								0	\$0
1.2 Print Bid Documents and Specifications for City Distribution to Bidders								0	\$0
1.3 Print 22 x 34 Scale Plan Drawings for City Distribution to Bidders		1			8			9	\$761
1.4 Arrange and Conduct Pre-Bid Conference		2						2	\$223
1.5 Issue Addenda to Bid Documents (as required)		2						2	\$223
1.6 Attend Bid Opening								0	\$0
1.7 Attend Public Works Committee and Council Meetings (as required)								0	\$0
1.8 Prepare Bid Tab		1						1	\$112
1.9 Present Award Recommendation								0	\$0
1.10 Prepare Notice of Award Letter								0	\$0
1.11 Prepare Contracts		1						1	\$112
1.12 Review Construction Contract Documents and Submit to City		1				1		2	\$281
<b>Task 300 Subtotal</b>	<b>1</b>	<b>52</b>	<b>8</b>	<b>0</b>	<b>74</b>	<b>6</b>	<b>1</b>	<b>142</b>	<b>\$14,214</b>

	Printing	Postage	Travel	Telephone	HDR Technology	Total Expenses
<b>Task 1 - Project Coordination Planning Services</b>						
		\$50		\$100	\$26	\$26
					\$78	\$78
	\$50				\$189	\$239
	\$200				\$89	\$289
					\$22	\$22
		\$50		\$100	\$59	\$209
					\$0	\$0
	\$400	\$100			\$0	\$500
	\$1,200	\$200			\$33	\$1,433
					\$7	\$7
					\$7	\$7
					\$0	\$0
					\$0	\$0
					\$4	\$4
					\$0	\$0
					\$0	\$0
					\$4	\$4
					\$7	\$7
<b>Task 300 Subtotal</b>	<b>\$1,850</b>	<b>\$400</b>	<b>\$0</b>	<b>\$200</b>	<b>\$525</b>	<b>\$2,975</b>

	Principal Engineer	Project Manager	WWW Engineer	Construction Inspector	CAD Tech	QA/QC	Accounting / Admin	Total Hours	Totals Labor \$\$\$
<b>Task 2 - Basic Construction Services</b>									
2.0 Project Administration & QA/QC	2					2	2	6	\$742
2.1 Prepare Notice to Proceed for Contractor		2						2	\$223
2.2 Arrange and Conduct Pre-Construction Conference		4	2					6	\$722
2.21 Attend Monthly Construction Coordination Meetings		8	18					26	\$3,389
2.3 Provide Written Clarification of Drawing and Spec Inquiries			12					12	\$1,851
2.4 Provide Recommendations for Changed or Unknown Conditions			24					24	\$3,302
2.41 Consultant Coordination for Changed or Unknown Conditions		36						36	\$4,018
2.5 Shop Drawings, Product Submittals, Test Results, & Other Submittals			32					32	\$4,402
2.51 Consultant Coordination for Shop Drawings, Product Submittals, Test Results, & Other Submittals		72						72	\$8,036
2.6 Prepare As-Built Plans and Specs		4			16			20	\$1,788
<b>Task 400 Subtotal</b>	<b>2</b>	<b>126</b>	<b>88</b>	<b>0</b>	<b>16</b>	<b>2</b>	<b>2</b>	<b>236</b>	<b>\$28,250</b>

	Printing	Postage	Travel	Telephone	HDR Technology	Total Expenses
<b>Task 2 - Basic Construction Services</b>						
					\$22	\$22
					\$7	\$7
		\$200			\$22	\$222
		\$1,200			\$98	\$1,298
					\$44	\$44
					\$89	\$89
	\$50			\$200	\$133	\$383
					\$118	\$118
	\$50			\$200	\$266	\$516
	\$100				\$74	\$174
<b>Task 400 Subtotal</b>	<b>\$100</b>	<b>\$100</b>	<b>\$1,400</b>	<b>\$400</b>	<b>\$873</b>	<b>\$2,873</b>

	Principal Engineer	Project Manager	WWW Engineer	Construction Inspector	CAD Tech	QA/QC	Accounting / Admin	Total Hours	Totals Labor \$\$\$
<b>Task 3 - Expanded Construction Services</b>									
3.0 Project Administration & QA/QC	3					4	7	14	\$1,654
3.1 Mark Removal Limits of Appropriate Items				24				24	\$2,983
3.2 Prepare Public Service Announcements	1			2				3	\$174
3.3 Notify Affected Property Owners				0				0	\$0
3.4 Arrange and Conduct Weekly Progress Meetings		36		58				92	\$4,861
3.5 Daily On-Site Observation		18		212				230	\$18,402
3.6 Prepare Daily Reports				56				56	\$4,861
3.7 Perform Stormwater Inspection and Reports				14				14	\$1,215
3.8 Soil Compaction Testing				4				4	\$347
3.9 Assurance Testing				4				4	\$347
3.10 Monthly Pay Requests		6		24				30	\$2,083
3.11 Change Orders/Work Orders		10		32				42	\$2,779
3.12 Project Completion Punch List		4		10				14	\$868
3.13 Prepare and Submit "Construction Project Close-Out Checklist"		1		8				9	\$884
3.14 Prepare Project Completion Letter of Certification				2				2	\$174
<b>Task 300 Subtotal</b>	<b>3</b>	<b>76</b>	<b>0</b>	<b>448</b>	<b>0</b>	<b>4</b>	<b>7</b>	<b>538</b>	<b>\$40,440</b>

	Printing	Postage	Travel	Telephone	HDR Technology	Total Expenses
<b>Task 3 - Expanded Construction Services</b>						
					\$52	\$52
					\$89	\$89
					\$11	\$11
					\$0	\$0
					\$340	\$340
					\$851	\$2,451
			\$1,200	\$400	\$207	\$2,007
					\$52	\$52
					\$15	\$15
					\$15	\$15
					\$111	\$111
	\$50			\$100	\$155	\$305
					\$52	\$52
					\$33	\$33
					\$7	\$7
<b>Task 300 Subtotal</b>	<b>\$0</b>	<b>\$50</b>	<b>\$1,200</b>	<b>\$500</b>	<b>\$1,891</b>	<b>\$3,741</b>

**TOTAL 6 254 96 448 90 12 10 916 \$82,904**

**\$1,950 \$550 \$2,600 \$1,100 \$3,389 \$9,589**

**TOTAL LABOR \$82,904  
TOTAL EXPENSES \$9,589  
TOTAL NOT TO EXCEED FEE \$92,494**



**RAPID CITY WATER RECLAMATION FACILITY: 2010 IMPROVEMENTS PROJECT  
ENGINEERING FEE ESTIMATE**



Labor Hours by Category

Expenses

	Principal Engineer	Project Manager	W/WW Engineer	Construction Inspector	CAD Tech	QA/QC	Accounting / Admin	Total Hours	Totals Labor \$\$\$
<b>Task 1 - Project Coordination Planning Services</b>									
1.0 Project Administration & QA/QC	1					5	1	7	\$968
1.01 Coordination with Project Design Consultants		16	1		4			21	\$2,258
1.02 Prepare Combined Project Bidding Documents, Special Provisions, and Section 100 Specifications			3		48			51	\$4,430
1.03 Prepare Combined 90% Construction Plans and Specifications		22	2					24	\$2,730
1.04 Present 90% Construction Plans and Specifications for City Review		2			4			6	\$558
1.05 Address / Incorporate City & Consultant Review Comments		4	2		10			16	\$1,559
1.1 Submit Information for City Advertising Authority Form								0	\$0
1.2 Print Bid Documents and Specifications for City Distribution to Bidders								0	\$0
1.3 Print 22 x 34 Scale Plan Drawings for City Distribution to Bidders		1			8			9	\$781
1.4 Arrange and Conduct Pre-Bid Conference		2						2	\$223
1.5 Issue Addenda to Bid Documents (as required)		2						2	\$223
1.6 Attend Bid Opening								0	\$0
1.7 Attend Public Works Committee and Council Meetings (as required)								0	\$0
1.8 Prepare Bid Tab		1						1	\$112
1.9 Present Award Recommendation								0	\$0
1.10 Prepare Notice of Award Letter								0	\$0
1.11 Prepare Contracts		1						1	\$112
1.12 Review Construction Contract Documents and Submit to City		1				1		2	\$281
<b>Task 300 Subtotal</b>	<b>1</b>	<b>52</b>	<b>8</b>	<b>0</b>	<b>74</b>	<b>6</b>	<b>1</b>	<b>142</b>	<b>\$14,214</b>

	Printing	Postage	Travel	Telephone	HDR Technology	Total Expenses
<b>Task 1 - Project Coordination Planning Services</b>						
				\$100		\$26
		\$50				\$78
\$50						\$189
\$200						\$89
						\$22
		\$50		\$100		\$59
						\$0
						\$0
\$400	\$100					\$0
\$1,200	\$200					\$33
						\$7
						\$7
						\$0
						\$0
						\$4
						\$0
						\$0
						\$4
						\$7
						\$7
						\$295
<b>Task 300 Subtotal</b>	<b>\$1,850</b>	<b>\$400</b>	<b>\$0</b>	<b>\$200</b>	<b>\$525</b>	<b>\$2,975</b>

	Principal Engineer	Project Manager	W/WW Engineer	Construction Inspector	CAD Tech	QA/QC	Accounting / Admin	Total Hours	Totals Labor \$\$\$
<b>Task 2 - Basic Construction Services</b>									
2.0 Project Administration & QA/QC	2					2	2	6	\$742
2.1 Prepare Notice to Proceed for Contractor		2						2	\$223
2.2 Arrange and Conduct Pre-Construction Conference		4	2					6	\$722
2.2.1 Attend Monthly Construction Coordination Meetings		8	18					26	\$3,369
2.3 Provide Written Clarification of Drawing and Spec Inquiries			12					12	\$1,851
2.4 Provide Recommendations for Changed or Unknown Conditions			24					24	\$3,302
2.4.1 Consultant Coordination for Changed or Unknown Conditions		36						36	\$4,018
2.5 Shop Drawings, Product Submittals, Test Results, & Other Submittals			32					32	\$4,402
2.5.1 Consultant Coordination for Shop Drawings, Product Submittals, Test Results, & Other Submittals		72						72	\$8,035
2.6 Prepare As-Built Plans and Specs		4			18			20	\$1,786
<b>Task 400 Subtotal</b>	<b>2</b>	<b>126</b>	<b>58</b>	<b>0</b>	<b>18</b>	<b>2</b>	<b>2</b>	<b>236</b>	<b>\$28,250</b>

	Printing	Postage	Travel	Telephone	HDR Technology	Total Expenses
<b>Task 2 - Basic Construction Services</b>						
						\$22
						\$7
		\$200				\$22
		\$1,200				\$86
						\$44
						\$89
						\$363
		\$50		\$200		\$118
						\$288
		\$50		\$200		\$174
\$100						\$100
						\$100
						\$1,400
						\$400
						\$873
						\$2,873
<b>Task 400 Subtotal</b>	<b>\$100</b>	<b>\$100</b>	<b>\$1,400</b>	<b>\$400</b>	<b>\$873</b>	<b>\$2,873</b>

	Principal Engineer	Project Manager	W/WW Engineer	Construction Inspector	CAD Tech	QA/QC	Accounting / Admin	Total Hours	Totals Labor \$\$\$
<b>Task 3 - Expanded Construction Services</b>									
3.0 Project Administration & QA/QC	3					4	7	14	\$1,554
3.1 Mark Removal Limits of Appropriate Items				24				24	\$2,083
3.2 Prepare Public Service Announcements		1		2				3	\$174
3.3 Notify Affected Property Owners								0	\$0
3.4 Arrange and Conduct Weekly Progress Meetings		36		72				108	\$6,250
3.5 Daily On-Site Observation		18		438				454	\$37,845
3.6 Prepare Daily Reports				180				180	\$15,624
3.7 Perform Stormwater Inspection and Reports				36				36	\$3,125
3.8 Soil Compaction Testing				4				4	\$347
3.9 Assurance Testing				4				4	\$347
3.10 Monthly Pay Requests		6		24				30	\$2,083
3.11 Change Orders/Work Orders		10		38				48	\$3,125
3.12 Project Completion Punch List		4		12				16	\$1,042
3.13 Prepare and Submit "Construction Project Close-Out Checklist"		1		8				9	\$694
3.14 Prepare Project Completion Letter of Certification				2				2	\$174
<b>Task 300 Subtotal</b>	<b>3</b>	<b>76</b>	<b>0</b>	<b>840</b>	<b>0</b>	<b>4</b>	<b>7</b>	<b>930</b>	<b>\$74,466</b>

	Printing	Postage	Travel	Telephone	HDR Technology	Total Expenses
<b>Task 3 - Expanded Construction Services</b>						
						\$52
						\$89
						\$11
						\$0
						\$400
						\$1,680
						\$695
						\$133
						\$15
						\$15
						\$111
						\$170
		\$50		\$100		\$59
						\$33
						\$7
						\$7
<b>Task 300 Subtotal</b>	<b>\$0</b>	<b>\$50</b>	<b>\$1,800</b>	<b>\$500</b>	<b>\$3,441</b>	<b>\$5,791</b>

<b>TOTAL</b>	<b>6</b>	<b>254</b>	<b>96</b>	<b>840</b>	<b>90</b>	<b>12</b>	<b>10</b>	<b>1308</b>	<b>\$116,930</b>
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<b>TOTAL</b>	<b>\$1,950</b>	<b>\$550</b>	<b>\$3,200</b>	<b>\$1,100</b>	<b>\$4,840</b>	<b>\$11,640</b>
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**TOTAL LABOR \$116,930**  
**TOTAL EXPENSES \$11,640**  
**TOTAL NOT TO EXCEED FEE \$128,570**

EXHIBIT C  
SCHEDULE OF PAY RATES

HDR ENGINEERING, INC.

FEE SCHEDULE

**CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES  
FOR 2010 WATER RECLAMATION FACILITY IMPROVEMENTS PROJECT  
City of Rapid City, South Dakota**

The following fee schedule is the 2010 Billable Rate Fee Schedule for HDR Engineering, Inc. This fee schedule and the hourly rates shown apply to the above referenced project. In instances where an individual not listed below may work on the project, the billing rate will be prior submitted to the City.

<u>EMPLOYEE - DISCIPLINE</u>	<u>BILLING RATE/HR</u>
J. Mike Coleman - Project Principal	\$149.11
Jody Page - Project Manager	\$111.60
Al Erickson - Wastewater Engineer	\$137.58
Nathan Kutil - Project Engineer	\$ 93.00
Chris Bailey - Project Engineer	\$ 74.40
Rich Liggett - CADD	\$ 83.70
J. Mike Coleman - QA/QC	\$149.11
Carla Schwebach - Accounting / Admin	\$ 72.79
Jen Hauck - Word Processing/Clerical	\$ 42.44

DIRECT EXPENSES

Vehicle Mileage	\$ 0.500/Mile
Technology Charge	\$ 3.70/Hour

OTHER REIMBURSABLE EXPENSES

Reimbursable expenses shall mean the actual expenses incurred directly or indirectly in connection with the project for transportation travel, subconsultants, telephone, fax, shipping and express, and other incurred expenses.