

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

Date: June 28, 2011

Project Name & Number: Water Reclamation Facility Pretreatment Improvements – Final Design and Bidding Phase; WRF11-1928 **CIP #:** 50855

Project Description: Final Design and Bidding of improvements to the WRF Pretreatment System screening and grit handling equipment, piping, valves, HVAC, controls and building.

Consultant: HDR Engineering, Inc.

Original Contract Amount: \$146,800.00 **Original Contract Date:** July 6, 2011 **Original Completion Date:** Dec. 19, 2011

Addendum No:

Amendment Description:

Current Contract Amount: _____ **Current Completion Date:** _____
Change Requested: _____
New Contract Amount: \$0.00 **New Completion Date:** _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$146,800.00	833	4223	604	SRF Loan used for Project Funding
Total				

Agreement Review & Approvals

<p> _____ Project Manager Date: 6-21-11</p> <p> _____ Compliance Specialist Date: 6/21/11</p> <p>_____ City Attorney Date</p>	<p> _____ Division Manager Date: 6-21-11</p> <p> _____ Department Director Date: 6-22-11</p>
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ROUTING INSTRUCTIONS

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

FINANCE OFFICE USE ONLY

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

	Date	Initials	Approved	
Appropriation			Y N	
Cash Flow			Y N	

**Agreement Between City of Rapid City and HDR Engineering, Inc.
for Professional Services for Water Reclamation Facility Pretreatment
Improvements – Final Design and Bidding Phase, Project No. WRF11-1928 / CIP
No. 50855**

AGREEMENT made July 6, 2011 between the City of Rapid City, SD (City) and HDR Engineering, Inc., (Engineer), located at 3820 Jackson Boulevard Suite 1 Rapid City, South Dakota 57702. City intends to obtain services for Water Reclamation Facility Pretreatment Improvements – Final Design and Bidding Phase, Project No. WRF11-1928, CIP No.50855. 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.)

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. Such consent shall not be unreasonably withheld.
- 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 \$146,800.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts 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 19, 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.

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, 7th Judicial Circuit, Pennington County.

Section 12-Severability

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

Section 13—Funds Appropriation

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



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

City of Rapid City:

Engineer:

MAYOR

William W Bunker

HDR Engineering, Inc.

DATE: _____

DATE: 6/21/2011

ATTEST:

FINANCE OFFICER

Reviewed By:

Dan Coon

Dan Coon, Project Manager

DATE: June 22, 2011

City's Designated Project
Representative:

Engineering Firm's Designated
Project Representative:

NAME Dan Coon, PE
PHONE (605) 394-4154
EMAIL dan.coon@rcgov.org

NAME Dan Graber, PE
PHONE (605) 977-7767
EMAIL Dan.Graber@hdrinc.com



EXHIBIT A

SCOPE OF ENGINEERING SERVICES

**WATER RECLAMATION FACILITY
 PRETREATMENT IMPROVEMENTS – DESIGN AND BIDDING PHASE
 PROJECT NO. WRF11-1928 CIP 50855**

PROJECT DESCRIPTION

HDR will provide final design and bidding services related to the Evaluation Phase findings for improvements to the pretreatment facility. Improvements to the pretreatment facility have been recommended and will be advanced through design and bidding. It is anticipated that the Construction Administration Phase of this project will follow the Design and Bidding Phase.

The Evaluation Phase of this project culminated with an Evaluation Phase Report and included the following tasks:

1. Evaluated the existing pretreatment facility. The evaluation included screening equipment, grit equipment, influent metering, HVAC equipment, electrical systems, architectural items, and miscellaneous improvements to the pretreatment facility.
2. Developed alternatives and assisted the City in selecting a screening equipment technology (multi-rake bar screen) that was determined to best suit the City's needs.
3. Provided an Evaluation Phase Report that included recommendations for system improvements and cost estimates for the systems evaluated.

The Design and Bidding Phase of this project will include the following:

1. Final Design and Plan Production for the improvements that the City has determined to be necessary.
2. Bidding Assistance.
3. All meetings will be held at the Rapid City Water Reclamation Facility unless otherwise noted.

It is anticipated that Future Phases of the project will include the following:

1. Basic and Expanded Construction Services.

BACKGROUND INFORMATION

Background information previously provided to HDR includes Construction Plans for the original plant (Waste Treatment Facilities 1965), plans for expansion and replacement projects (Wastewater Treatment Plant Improvements 1981, Electrical Renovations 1990, Pretreatment System Renovations and Septage Handling Facilities 1991, Water Reclamation Facility Improvements 2001, Water Reclamation Facility Expansion 2002), and plans for the influent sewer (Outfall Sewer 1965). The most recent Facilities Plan by McLaughlin Water was provided and historical wastewater flows were provided for the most recent five years.

DESIGN CRITERIA

Design criteria for the projects shall include the current edition of the following items: City of Rapid City Draft Design Criteria manuals; City of Rapid City Standard Specifications, current edition; City of Rapid City Drafting Standards; South Dakota Department of Environmental Resources Standards; Ten States Standards as adopted and supplemented by SDDENR; the International Building Code; and Regional Wastewater Facilities supplemental design criteria. Conflicts between design criteria documents shall be resolved in favor of the more stringent requirement. Other documents and references may be proposed for use and requires written concurrence by the City Project Manager and may require "Exceptions" per City exception process.

PROJECT SCHEDULE

Design and Bidding Phase Contract Approval	July 5, 2011
Notice to Proceed with Design	July 6, 2011
Initial Design Submittal	August 15, 2011
Initial Procurement Submittal	September 2, 2011
Interim Design Submittal	September 12, 2011
Final Procurement Submittal	September 16, 2011
Target Procurement Bid Opening Date	October 11, 2012
Final Design Submittal (90%)	October 12, 2011
Final Design Review	October 13-27, 2011
Final Plan and Specification Submittal	November 4, 2011
Target Project Bid Opening Date	December 13, 2011

The Consultant shall allow 10 working days for City review of the design submittals.

SCOPE OF SERVICES**TASK 1 - FINAL DESIGN SERVICES:**

This task consists of all services necessary to take the project from the Evaluation Phase through the Final Design Services. The anticipated construction budget is \$1.9 million. Task 1 includes the following itemized services:

- 1.1 Project Management and Administration consists of all correspondence with the City and other project stakeholders as necessary.

- 1.2 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. The consultant shall prepare an agenda, take minutes, and distribute minutes.
- 1.3 Prepare Design Drawings
- Plans documents shall adhere to current City of Rapid City guidelines as much as possible. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards. City guidelines will be supplemented with HDR CADD Standards where appropriate to reflect items not addressed in the City standards, but required for this facility-type project.
 - Provide complete plans and specifications for a lump sum price construction contract. Improvements to be made to the pretreatment facility include:
 - Replacement of the existing screens (2) with multi-rake bar screens (2). Screen material will be 304 or 316 stainless steel and will be evaluated during the design phase.
 - Replacement of screenings washing, compaction, and conveyance system with washer compactor(s) (1 or 2) and a sluice or screw conveyor. The number and arrangement of washer compactors will be further evaluated and will dictate whether a sluice can be used or if a screw conveyor is required.
 - Replacement of grit pumps, cyclone, classifier, piping and valves as necessary to provide a new grit handling system capable of discharging directly to the existing dumpster location. The existing grit classifier platform may be replaced or removed (City preference) to fit the new grit equipment layout.
 - Influent flow monitoring will be provided using a Flo-Dar system. The existing flume is inaccurate and will no longer be used. The flume will remain in place. An access structure/manhole will be provided for the Flo-Dar equipment. Alternatives for access lid will be evaluated, (Bilco vs, roof scuttle, etc.).
 - HVAC system improvements will include replacement of the existing makeup air unit with a new glycol solution loop from the existing boiler in the maintenance building. Unit heaters and all supply and return piping will be replaced. Duct work will be reused. No improvements or upgrades will be made to the existing boiler.
 - Electrical system improvements will include replacement of motor control center #2 and relocation of electrical equipment to a building addition.
 - A building addition will be constructed to house electrical equipment. A building addition will free up floor space providing more options for screening equipment layout and allow construction staging for motor control center replacement.
 - Interior and exterior building masonry will be repaired. Work will include spot repair of mortar by routing and tuckpointing, replacement of window sills, repair of steel lintels, replacement of damaged bricks, and flashing repair.

- Railings will be provided in accordance with OSHA and building code requirements to protect floor openings, the influent channel, and the grit equipment platform.
 - The roof appears to be in good condition and will not be replaced. Compatibility with currently available roofing products will be determined if any new roof penetrations are required.
 - Windows in the pretreatment building will be replaced with either storefront insulated glass, glass masonry, or insulated fiberglass glazing.
 - Doors and hardware will be replaced or repaired as necessary.
 - Paint is failing throughout the building and complete repainting of the building interior will be performed. Appropriate surface preparation and high performance industrial coatings will be specified.
 - Instrumentation and controls will be upgraded as necessary to function with the new equipment. Control loop descriptions will be included in the project specifications and provided to Siemens. The current SCADA system arrangement will be evaluated and improvements will be performed by Siemens (proprietary system). A scope and fee for Siemens' work will be negotiated by the City and incorporated into the project documents.
 - Exterior slide gates (2) will be replaced with self contained gates with manual actuators. Existing interior stop log gates will remain.
 - Non-potable water system piping will be replaced with a corrosion resistant material such as stainless steel tubing.
 - Chemical storage and feed equipment space will be designated. This space may be used for neutralization chemicals that are used during times of an unexpected waste event in the future.
 - Bridge cranes will be evaluated for compatibility with proposed equipment. Unsafe cranes will be removed or replaced.
 - The pretreatment facility will be classified as a Class I, Division 2 environment. The HVAC system and electrical enclosures will be specified accordingly.
 - Construction sequence will be considered throughout the design phase. Construction will be phased as necessary to keep existing facilities operational for the duration of construction.
- Three design phase submittal reviews will be held for this project. The initial design review submittal will primarily consist of the initial process area plans and equipment layouts, electric room location and initial plans. This submittal will only include minimal structural and electrical drawings. Only a Specification Table of Contents will be included with this submittal. The interim review submittal will consist of more completely developed process drawings, discipline drawings including structural plans and sections, architectural plans and sections, mechanical plans, electrical plans and one-lines and cost estimate. Specifications will include the edited major equipment and master level specifications for the other sections. The final review submittal will consist of the complete project drawings and specifications. This could be considered as the 90% review submittal.

- Erosion and sediment control requirements will be noted on the Civil Plan.
 - Control Reference point will be noted on the Civil or Structural Drawings.
 - It is anticipated a soil boring and subgrade analysis will be required at the location of the electrical room addition. This geotechnical work will be conducted under the City's annual geotechnical contract and the results provided to the Consultant.
 - 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.
 - Building permit and other permits costs are the Contractor's obligation.
 - Design specifications. Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Typically project drawing specific issues should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification.
 - Design Cost Estimate. Prepare "Engineer's Estimate" of probable construction cost for the project. Cost Estimate will be submitted with interim and final design review sets.
- 1.4 Procure screening equipment. Equipment procurement documents will be prepared concurrently with the design process. The procurement process will require the standard bid process for the City of Rapid City. This task includes the preparation of up two bidding packages, (screens and washer/compactors) and standard activities required through the bid process. Procurement of screening equipment will shorten the construction timeframe and allow screens to be installed prior to peak wet weather flows. Task includes preparation of draft procurement review submittal, incorporation of City review comments, incorporation of City review comments and preparation of final procurement documents.
- 1.5 If desiring exceptions from City requirements or specifications, it is the Consultant's responsibility to request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.
- 1.6 Address City review comments as necessary. A review meeting or teleconference/video conference will be conducted for each of the review submittals. Meeting will held to allow the City up to 10 days to review the submittals.
- 1.7 Provide three (3) copies of the Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City's project manager for review. The Final Design

Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.

- 1.8 Deliver the followings:
 - Provide complete plans on CD compatible with current AutoCAD Release.
 - Provide complete specifications and contract documents on CD in current version of Microsoft Word.
 - Provide unit price cost estimate on CD in current version of Microsoft Excel on the City of Rapid City "Engineer's Estimate" form.
- 1.9 The Consultant shall provide plans and specifications to the Department of Environment and Natural Resources for approval, and shall address any comments or corrections required.
- 1.10 QA/QC. HDR provides a detailed internal quality control review by a technical expert on all deliverables prior to submittal to the City.

TASK 2 - BIDDING SERVICES:

This task consists of all services necessary for the administration of the Bidding Services of the project, including the following itemized services for both the Procurement project and the General Construction project:

- 2.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 2.2 Provide one hardcopy to the City of Rapid City of plans/drawings at 22" x 34" scale, specifications, and contract documents for City production and distribution to bidders and the City of Rapid City. Provide electronic file in .pdf. Review a test print of final plans and specifications prior to reproduction. The City will handle plan distribution and may use electronic distribution. HDR will provide documents conforming to requirements acceptable for this type of distribution.
- 2.3 Conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.
- 2.4 Respond to bidders questions throughout the bidding services phase.
- 2.5 Issue addenda to the bid documents as required.
- 2.6 Attend Public Works Committee and Council Meetings as required.
- 2.7 Review and certify the Bid Tab prepared by the City.
- 2.8 Prepare a bid award recommendation letter to the City of Rapid City project manager.

Project Submittals shall include:

- Kick-off Meeting Minutes
- Procurement review submittal packages.
- Initial and interim review submittal packages.
- Final Review submittal (90%) complete plans, specifications, contract documents, and opinion of probable construction cost.
- Final submittal of bid documents including complete plans, specifications, contract documents, and opinion of probable construction costs.
- Pre-bid Conference meeting minutes.

**EXHIBIT B
CITY OF RAPID CITY - WATER RECLAMATION FACILITY PRETREATMENT IMPROVEMENTS PROJECT
FINAL DESIGN & BIDDING ENGINEERING FEE ESTIMATE**

Labor Hours by Category

Task	Project Manager	QA/QC	Senior Project Engineer	Project Engineer	Architect	Structural	Mechanical	Electrical & Controls	QA/QC	Accounting / Admin	Total Hours	Labor
Task 1 - Final Design Services												
1.1 Project Management	2	18	2	2						8	28	\$4,000
1.2 Kick-off Conference		2									6	\$830
1.3 Prepare Design Drawings											198	\$23,660
1.3.1 Prepare Initial Design Review	4	4	24	50	18	4		18	80	4	120	\$29,700
1.3.2 Second Design Review	4	4	12	40	18	4		18	120	8	262	\$29,700
1.3.3 Prepare Final Design Review	2	0	12	32	18	24		24	120	12	254	\$29,850
1.3.4 Prepare Specifications	4	4	24	32	12	8		12	12	20	138	\$17,400
1.3.5 Prepare Station and Final Cost Estimate	1	0	4	10	2	2		2	2	25	35	\$3,415
1.4 Submitting Equipment Procurement	2	2	6	10							20	\$2,870
1.5 Request and Store any City Exemptions (if needed)	1			8		2					11	\$1,385
1.6 Address 80% City Review Comments	2		10	24	6	2		6	24		78	\$8,730
1.7 Provide Final Design Services Submittal	1			2					4		7	\$795
1.8 Deliver Final Design Documents				2					2		6	\$795
1.9 Submit Plans for DENR Approval				2					2		4	\$410
1.10 QA/QC		10									18	\$2,210
Task 1 Subtotal	2	38	34	216	70	72	40	78	388	36	1042	\$127,495
Task 2 - Bidding Services												
2.1 Solicit Information for City Advertising Authority Form				4							5	\$635
2.2 Final Plans/Specs for City Production/Distribution to Bidders	1			4							12	\$1,200
2.4 Pre Bid Conference	2		2	10							14	\$1,810
2.5 Respond to Bidder Questions/Clarifications	2		8	18	4	4		4	2		40	\$4,500
2.6 Issue Addenda to Bid Documents (as required)	2		8	18						6	32	\$3,730
2.8 Attend Public Hearing Committee and Council Meeting (as required)	2		1	4							4	\$910
2.9 Review Bid Tab	1			1							2	\$795
2.10 Present Award Recommendation	1			1							2	\$205
Task 2 Subtotal	0	11	19	87	4	4	0	4	10	6	118	\$14,845
TOTAL	2	49	53	303	74	76	40	82	398	42	1160	\$142,600

Labor Expenses \$142,600
Subconsultants \$0
Total \$142,600

Expenses

Postage	Travel	Teach Charge	Printing	Telephone	Expense Total
\$100	\$480	\$80	\$50	\$50	\$298
		\$22			\$482
		\$500			\$500
		\$83			\$83
		\$74			\$74
		\$41			\$41
	\$480	\$289			\$769
		\$30			\$30
		\$15			\$15
		\$7			\$7
	\$820	\$719	\$80	\$80	\$3,314
					\$3,314
Task 2 - Bidding Services					
		\$19			\$19
		\$44			\$44
	\$480	\$52			\$532
		\$148			\$148
		\$118			\$118
		\$22			\$22
		\$7			\$7
	\$400	\$428	\$80	\$80	\$1,888
					\$1,888
	\$100	\$1,460	\$90	\$90	\$4,200

EXHIBIT C
SCHEDULE OF PAY RATES

HDR ENGINEERING, INC.

FEE SCHEDULE

WATER RECLAMATION FACILITY PRETREATMENT IMPROVEMENTS
PROJECT NO. WRF11-1928 CIP 50855
Final Design and Bidding Phase

City of Rapid City, South Dakota

The following fee schedule is the 2011 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 a discipline not listed below is required for the project, the billing rate will be prior submitted to the City.

<u>DISCIPLINE</u>	<u>BILLING RATE/HR</u>
Project Principal	\$200.00
Project Manager	\$195.00
Senior Project Engineer	\$160.00
Project Engineer	\$110.00
Architect	\$150.00
Structural Engineer	\$160.00
Mechanical Engineer	\$160.00
Electrical/Instrumentation Engineer	\$160.00
CADD/BIM	\$ 95.00
Senior Technical - CCR, QA/QC	\$195.00
Resident Project Representative (RPR)	\$110.00
Senior Construction Manager	\$150.00
Accounting / Admin	\$ 60.00
<u>DIRECT EXPENSES</u>	
Vehicle Mileage	\$ 0.50/Mile

OTHER REIMBURSABLE EXPENSES

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

**WATER RECLAMATION FACILITY
PRETREATMENT IMPROVEMENTS
PROJECT NO. WRF11-1928 CIP # 50855**

