

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

Date: May 6, 2013

Project Name & Number: Water Reclamation Facility Interim Trickling Filter Pump Station Improvements; Project No. 13-2105

CIP #: 50966

Project Description: Design, bidding and construction phase professional services necessary to implement interim improvements to the WRF Trickling Filter Pump Station.

Consultant: HDR Engineering, Inc.

Original Contract Amount: \$59,446.00

Original Contract Date: May 6, 2013

Original Completion Date: Dec. 31, 2013

Addendum No:

Amendment Description:

Current Contract Amount: _____

Current Completion Date: _____

Change Requested: _____


New Contract Amount: _____ \$0.00

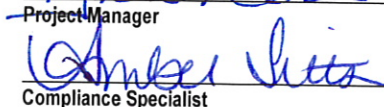
New Completion Date: _____

Funding Source This Request:


| Amount | Dept. | Line Item | Fund | Comments |
|--------------|-------|-----------|------|----------|
| \$59,446.00 | 833 | 4223 | 604 | |
| | | | | |
| | | | | |
| | | | | |
| Total | | | | |

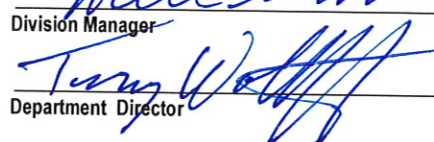
Agreement Review & Approvals

 _____ 4/17/13
Project Manager Date

 _____ 4/17/13
Compliance Specialist Date

City Attorney Date

 _____ 4-17-13
Division Manager Date

 _____ 4-19-13
Department Director Date

ROUTING INSTRUCTIONS

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

FINANCE OFFICE USE ONLY

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

| | | | |
|---------------|-------------|-----------------|-----------------|
| | Date | Initials | Approved |
| Appropriation | 4/22/13 | [Signature] | (Y) N |
| Cash Flow | | | Y N |

**Agreement Between City of Rapid City and HDR Engineering, Inc.
for Professional Services for Water Reclamation Facility Interim Trickling Filter
Pump Station Improvements, Project No. 13-2105 / CIP No. 50966**

AGREEMENT made May 6, 2013, between the City of Rapid City, SD (City) and HDR Engineering, Inc., (Engineer), located at 3820 Jackson Blvd., Suite 1, Rapid City, SD 57702. City intends to obtain services for Water Reclamation Facility Interim Trickling Filter Pump Station Improvements, Project No.13-2105, CIP No. 50966. 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.
- 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 Engineer's 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. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.



- 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. All examinations will be performed at reasonable times, with proper notice. Engineer's documentation will be in a format consistent with general accounting procedures.
- 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 other parties, excluding sub-contractors and sub-consultants, 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 or any other conditions or circumstances beyond the control of the City or Engineer. 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 \$59,446.00 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. Prime consultant may not mark up sub-consultant or sub-contractor services.

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, 2013 based on a notice to proceed date of May 13, 2013.

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, of not less than \$1,000,000 each occurrence and not less than \$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

Stew M Hoff

HDR ENGINEERING, INC

DATE: _____

DATE: April 16, 2013

ATTEST:

FINANCE OFFICER

Reviewed By:

Dan Coon

DAN COON, PROJECT MANAGER

DATE: April 17, 2013

CITY'S DESIGNATED PROJECT REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

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

NAME: Dan Graber
PHONE: (605) 977-7740
EMAIL: Dan.Graber@hdrinc.com



EXHIBIT A**SCOPE OF ENGINEERING SERVICES****WATER RECLAMATION FACILITY
INTERIM TRICKLING FILTER PUMP STATION IMPROVEMENTS – DESIGN AND
BIDDING PHASE
PROJECT NO. 13-2105 / CIP NO. 50966****PROJECT DESCRIPTION**

HDR will provide final design, bidding and construction services related to the Evaluation Phase findings for interim improvements to the trickling filter pump station. Interim improvements to the trickling filter pump station have been recommended and will be advanced through design, bidding and construction.

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

1. Assessed the condition of the existing trickling filter system including the trickling filter pump station, influent piping, and the trickling filter rotary distributors.
2. Evaluated alternatives for optimizing the performance of the system, for controlling algae growth, and for reducing effluent solids.
3. Evaluated the performance of the disinfection system and post aeration system process
4. Developed interim and long-term alternatives for improving the performance of the trickling filter pump station.
5. Provided an Evaluation Phase Report that included recommendations for system improvements, a breakdown of these system improvements into phased projects, and cost estimates for the systems evaluated.

The Design, Bidding, and Construction Phases of this project will include the following:

1. Final Design and Plan Production for the recommended interim improvements to the trickling filter pump station that the City has determined to be necessary.
2. Bidding Assistance.
3. Basic and Expanded Construction Services.
4. All meetings will be held at the Rapid City Water Reclamation Facility unless otherwise noted.

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), plans for the influent sewer (Outfall Sewer 1965), and Pretreatment Improvements Construction and Installation, 2011. 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

| | |
|--|------------------------|
| Notice to Proceed with Design | May 13, 2013 |
| Initial Design and Pump Procurement Submittal | May 31, 2013 |
| Final Design and Pump Procurement Submittal | June 21, 2013 |
| Final Design Review | June 24- July 1, 2013 |
| Final Submittal of Plans and Specifications for Bidding. | July 9, 2013 |
| Advertise for Project Bids and Pump Procurement Bids | July 13- July 30, 2013 |
| Target Project Bid and Pump Procurement Bid Opening Date | July 30, 2013 |
| Bid Award Date | August 5, 2013 |

The Consultant shall allow 5 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 \$530,000. 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. Exceptions will be addressed as noted in Paragraph 1.5.
 - Provide complete plans and specifications for a lump sum price construction contract. Improvements to be made to the trickling filter pump station include:
 - Procurement of one (1) new vertical turbine axial flow pump with stainless steel impeller for installation by the City (Separate procurement bid).
 - Extend the 30-inch discharge piping from the pump room out through the north wall of the pump station building. This will include core-drilling two openings through the masonry wall.
 - Excavate down to the 30-inch trickling filter influent forcemain piping and connect the 30-inch discharge piping to the forcemains below grade. This will include removal and replacement of the bituminous pavement.
 - Remove or abandon in-place the existing discharge elbows located in the influent wet well chamber.
 - Install a doorway on the north side of the building for access to the valves between the 30-inch discharge piping.
 - Bypassing pumping/piping. It is anticipated that bypass flow will be minimized, because one forcemain and trickling filter will remain in service while the connection is made to the other forcemain.
 - Two design phase submittal reviews will be held for this project. The initial design review submittal will consist of process drawings, discipline drawings including structural/architectural doorway plan and section, site piping drawings, and cost estimate. A Specification Table of Contents will be included with this submittal along with edited equipment and master level specifications for the other sections. The final review submittal will consist of the complete project drawings and specifications.
 - 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 buried pipe connection. HDR will coordinate the location and number of soil borings. However, the 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 cost is a City obligation. 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 vertical turbine axial flow pump. 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 one bidding package for a vertical turbine axial flow pump and standard activities required through the bid process. Task includes preparation of draft procurement review submittal, 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. Meetings will be held to allow the City up to 5 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 following:

- Provide complete plans on CD compatible with current AutoCAD Release.
 - Provide project bid packages in PDF format.
 - 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 Format. 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.

FINAL DESIGN AND BIDDING PROJECT DELIVERABLES:

- Kick-off Meeting Minutes
- Procurement review submittal package.
- Initial review submittal package.
- Final Review submittal, 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.

TASK 3 – BASIC CONSTRUCTION SERVICES:

This task consists of all services necessary for the administration of the Basic Construction Services of the project construction stage, and may include the following itemized services.

- 3.1 Project Management and Administration consisting of all correspondence with the City and other project stakeholders as necessary.
- 3.2 Schedule, coordinate, and conduct a Pre-Construction Conference. Prepare agenda, record minutes, and distribute minutes by addendum.
- 3.3 Receive, log and coordinate reviews and responses to Contractor's requests for information/interpretations (RFI's).
- 3.4 Administer necessary or desirable changes in the Work utilizing systems to track changes from initiation through completion.
 - a. Review and approve the Contractor's shop drawing submittal schedule to ascertain that all significant submittals are accounted for.
 - b. Receive, log and conduct review of shop drawing submittals to confirm Contractor's compliance requirements.
 - c. Distribute for review and re-distribute reviewed shop drawings, operation and maintenance manuals and equipment data sheets, and other submittal information.
 - d. Establish and maintain a tracking system for submittals to provide review action status identification of each submittal as well as submittal distribution status.
 - e. Verify at Substantial Completion that all shop drawings on file have A or B Review actions, and that all required operation and maintenance information and warranties have been received.
 - f. Receive, log and take appropriate action on miscellaneous informational submittals generated by the Contractor during construction.
- 3.5 Administer shop drawing and other submittal requirements to effect substantial compliance with the intent of the Contract requirements.
- 3.6 Prepare "As-Recorded" plans and specifications. "As-Recorded" plans and specifications shall be submitted as a hard copy and on CD compatible with current AutoCAD Release. Submit to Engineering Services within 30 days of project completion.

TASK 4 – EXPANDED CONSTRUCTION SERVICES:

This task consists of all services necessary for the administration of the Expanded Construction Services of the project construction stage, and may include the following itemized services.

- 4.1 Schedule, coordinate, and conduct progress meetings every other week. Prepare agenda, record minutes, and distribute to all attendees.
- 4.2 Review, approve, and monitor the Contractor's detailed construction schedule.
 - a. Ascertain that the Contractor has accounted for the scheduling of all significant components of the total construction, has sequenced activity to conform to the stipulated sequencing, and has scheduled to meet the project completion date.
 - b. Evaluate look-ahead schedules and actual progress with respect to the approved planned progress schedule, and report status at construction meetings

- 4.3 Attend and document pre-bypass pumping and pre-piping tie-in conferences.
 - a. Coordination of Owner-furnished materials and equipment with the Contractor.
- 4.4 Provide on-site observation as necessary to assure that the methods and materials used by the contractor meet the intent of the plans and specifications. **HDR's estimated manhours and fee was based on 16 hours per week of on-site observation for the duration of the construction project. We anticipate 12 weeks of construction.**
- 4.5 Prepare a record of observed construction activities. A 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.
- 4.6 Observe, document and respond to Contractor's non-compliance with regulatory and permit requirements specifically enumerated by the Contract Documents.
- 4.7 Review site conditions during construction to determine that the Contractor is maintaining site-related items in accordance with the Contract Documents.
 - a. Periodically review overall condition of site for excessive construction debris, erosion, proper drainage, weed control and access/egress maintenance.
 - b. Document deficiencies and notify the Contractor.
- 4.8 Review stored materials and/or equipment for quantity determination for Contractor payment and to verify that equipment and/or materials are adequately protected until installed.
- 4.9 Review salvaged materials and equipment to verify those items are salvaged and stored properly and that all items to be scheduled for salvage are accounted for.
- 4.10 Take photos to document construction progress or construction deficiencies. Develop and maintain a logging system to enable easy retrieval of photos.
- 4.11 Review Contractor's as-recorded drawings, throughout the course of the project, to verify the as-recorded drawings are up-to-date with contract modifications and annotated to reflect actual construction.
- 4.12 Administer payment applications.
 - a. Review and approve the Contractor's Schedule of Values to establish a reasonably balanced distribution of costs to serve as a basis for progress payments and determination of cost impact of changes.
 - b. Receive and review draft application for payment prepared by the Contractor and provide recommendation as to approval.
- 4.13 Achieve an orderly, well-documented and complete Project Closeout of the construction contract.
 - a. Prepare and submit a project completion punch list to the Contractor and Engineering Services and oversee its completion.
 - b. Verify submittal of all required documents.
 - c. Review Contractor Record Drawings.
 - d. Administer Final Payment. Finalize all project costs and determine the final adjusted amounts for construction.

- e. Prepare and submit City of Rapid City project “Construction Project Close-out Checklist” indicating compliance with specifications and acceptance of the various infrastructure components.
- f. Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.

EXHIBIT B
CITY OF RAPID CITY - WATER RECLAMATION FACILITY
INTERIM TRICKLING FILTER PUMP STATION IMPROVEMENTS PROJECT
FINAL DESIGN, BIDDING AND CONSTRUCT PHASE ENGINEERING FEE ESTIMATE

| | Total Hours | Labor | Expenses |
|--|----------------------------|-----------------|----------------|
| Task 1 – Final Design Services | | | |
| 1.1 Project Management | 7 | \$836 | \$200 |
| 1.2 Kick-off Conference | 4 | \$580 | \$460 |
| 1.3 Prepare Design Drawings | | | \$0 |
| 1.3.1 Prepare Initial Design review | 29 | \$3,566 | \$0 |
| 1.3.2 Prepare Final Design Review | 29 | \$3,566 | \$0 |
| 1.3.3 Prepare Specifications | 19 | \$2,586 | \$0 |
| 1.3.4 Prepare Interim and final Cost Estimate | 9 | \$1,380 | \$0 |
| 1.4 Pump Procurement | 6 | \$744 | \$0 |
| 1.5 Request and Secure any City Exceptions (as needed) | 2 | \$220 | \$0 |
| 1.6 Address 90% City Review Comments | 15 | \$2,002 | \$460 |
| 1.7 Provide Final Design Services Submittal | 8 | \$808 | \$0 |
| 1.8 Deliver Final Design Documents | 8 | \$808 | \$0 |
| 1.9 Submit Plans for DENR Approval | 4 | \$416 | \$0 |
| 1.10 QA/QC | 8 | \$1,494 | \$0 |
| Task 100 Subtotal | 148 | \$19,006 | \$1,120 |
| Task 2 - Bidding Services | | | |
| 2.1 Submit Information for City Advertising Authority Form | 4 | \$526 | \$0 |
| 2.2 Final Plans/Specs for City Production/Distribution to Bidders | 5 | \$526 | \$0 |
| 2.4 Pre-Bid Conference | 4 | \$580 | \$460 |
| 2.5 Respond to Bidders Questions/Issue Clarifications | 6 | \$800 | \$0 |
| 2.6 Issue Addenda to Bid Documents (as required) | 5 | \$504 | \$0 |
| 2.8 Attend Public Works Committee and Council Meetings (as required) | 2 | \$220 | \$0 |
| 2.9 Review Bid Tab | 2 | \$274 | \$0 |
| 2.10 Present Award Recommendation | 2 | \$306 | \$0 |
| Task 200 Subtotal Hours | 30 | \$3,736 | \$460 |
| Task 3 - Basic Construction Services | | | |
| 3.1 Project Management, Administration, and QA/QC | 14 | \$1,660 | \$0 |
| 3.2 Pre-Construction Conference | 4 | \$548 | \$180 |
| 3.3 Manage Requests for Information | 13 | \$1,684 | \$0 |
| 3.4 Administer Changes in Work | 15 | \$1,904 | \$0 |
| 3.5 Administer Shop Drawing and Other Submittal Requirements | 21 | \$2,614 | \$0 |
| 3.6 Prepare "As-Recorded" Plans and Specification | 9 | \$894 | \$0 |
| Task 300 Subtotal | 76 | \$9,304 | \$180 |
| Task 4 - Expanded Construction Services | | | |
| 4.1 Arrange and Conduct Bi-Weekly Progress Meetings | 12 | \$1,120 | \$200 |
| 4.2 Review, Approve, and Monitor Contractor's Detailed Construction Schedule | 4 | \$440 | \$0 |
| 4.3 Attend Pre-Installation Conferences | 1 | \$110 | \$0 |
| 4.4 On-Site Observation | 192 | \$21,120 | \$650 |
| 4.5 Record Observed Construction Activities | Hours included in Task 4.4 | \$0 | \$0 |
| 4.6 Monitor Contractor's Compliance with Regulatory and Permit Requirements | Hours included in Task 4.4 | \$0 | \$0 |
| 4.7 Provide Assurance Testing and Observe Contractor Testing | Hours included in Task 4.4 | \$0 | \$0 |
| 4.8 Monitor Site Conditions and Contractor's Maintenance of Facilities | Hours included in Task 4.4 | \$0 | \$0 |
| 4.9 Review and Monitor Stored Materials | Hours included in Task 4.4 | \$0 | \$0 |
| 4.10 Review Salvaged Materials | Hours included in Task 4.4 | \$0 | \$0 |
| 4.11 Take Photos to Document Construction Progress or Deficiencies | Hours included in Task 4.4 | \$0 | \$0 |
| 4.12 Review Contractor's As-Recorded Drawings | Hours included in Task 4.4 | \$0 | \$0 |
| 4.13 Administer Contractor Payment Applications | 12 | \$1,120 | \$0 |
| 4.14 Complete Project Close-Out | 8 | \$880 | \$0 |
| Task 400 Subtotal | 229 | \$24,790 | \$850 |
| TOTAL | 483 | \$56,836 | \$2,610 |
| Labor | | \$56,836 | |
| Expenses | | | \$2,610 |
| Total | | \$59,446 | |

EXHIBIT C
SCHEDULE OF PAY RATES

HDR ENGINEERING, INC.

FEE SCHEDULE

WATER RECLAMATION FACILITY
INTERIM TRICKLING FILTER PUMP STATION - DESIGN, BIDDING AND CONSTRUCTION
PHASE, PROJECT NO. 13-2105 / CIP NO. 50966

CITY OF RAPID CITY, SOUTH DAKOTA

The following fee schedule is the 2013 Billable Rate Fee Schedule for HDR Engineering, Inc. This fee schedule and the hourly rates shown apply to the above referenced project and are valid for the duration of the project.

| <u>DISCIPLINE</u> | <u>BILLING RATE/HR</u> |
|-----------------------------------|------------------------|
| Project Principal | \$200.00 |
| Project Manager | \$196.00 |
| Senior Project Engineer | \$164.00 |
| Project Engineer/Construction RPR | \$110.00 |
| Architect | \$154.00 |
| Structural Engineer | \$164.00 |
| Mechanical Engineer | \$164.00 |
| Electrical Engineer | \$164.00 |
| Instrumentation Engineer | \$164.00 |
| CADD | \$ 98.00 |
| Senior Technical - CCR, QA/QC | \$196.00 |
| Accounting / Admin | \$ 60.00 |
| <u>DIRECT EXPENSES</u> | |
| Vehicle Mileage | \$ 0.555/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.