

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

Date: 5/18/2010

Project Name & Number: St. Patrick Street Siphon Odor Control Facility Project SS09-1825 **CIP #:** 50774

Project Description: Construct an odor control facility for preventing or mitigating odors from the sanitary sewer at the St. Patrick Street siphon.

Consultant: HDR Engineering, Inc.

Original Contract Amount: \$78,076.00	Original Contract Date: June 8, 2010	Original Completion Date: June 30, 2011
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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
\$78,076.00	833	4223	604	
\$78,076.00	Total			

Agreement Review & Approvals

Keith Johnson 5/18/10
 Project Manager Date

Don Brown 5/19/10
 Compliance Specialist Date

Paul Grand 5/20/10
 City Attorney Date

Adam Moran 5-18-10
 Division Manager Date

TAD 5-19-10
 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	
5/25/10	[Signature]	[Signature]	N
Cash Flow			Y

Item #13

**Agreement Between City and HDR Engineering, Inc. for
Professional Services for St. Patrick Street Siphon Odor Control Facility
Project No. SS09-1825 / CIP No. 50774**

AGREEMENT made June 8, 2010, 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 St. Patrick Street Siphon Odor Control Facility, Project No. SS09-1825, CIP No.50774. 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 \$78,076.00 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 June 30, 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 reasonable attorneys' fees to the extent they arise 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 Brunke
HDR Engineering, Inc.

DATE: _____

DATE: 5/24/10

ATTEST:

FINANCE OFFICER

Reviewed By:

Keith Johnson
Keith Johnson, PROJECT MANAGER

DATE: 5/18/10



EXHIBIT A

SCOPE OF ENGINEERING SERVICES**PHASE 2 - ST. PATRICK STREET SIPHON
ODOR CONTROL FACILITY
PROJECT NO. SS09-1825 CIP 50774****PROJECT DESCRIPTION**

HDR will provide final design, bidding, and construction services related the Phase 1 study to construct an appropriate odor control facility for the St. Patrick Street Siphon structure in southeast Rapid City.

Phase 1 of the project culminated with a Project Design Report and included the following tasks:

1. Evaluated the existing manholes and inlet/outlet vaults at the siphon and the corrosion that has occurred at those structures. Including corrosion protection elements with the new system as to not adversely impact the structural elements of the existing siphon facility.
2. Developed alternatives to address the odor problem of the facility including mechanical, chemical, remote facilities upstream and localized facilities.
3. Provided recommendation for type of odor treatment facility that should be constructed. The location of the facility was determined and an analysis and recommendation included engineer's estimates and life cycle cost analysis for the improvements based on the City of Rapid City's available construction funding.

Phase 2 of this project will include the following:

1. Final Design and Plan Production for the recommended odor treatment facility including a structure to house the equipment. All flood plain, ADA, parking, site improvement requirements, and other applicable issues shall be included in the design.
2. Bidding Assistance
3. Basic and Expanded Construction Services.

BACKGROUND INFORMATION

Background information previously provided to HDR includes City of Rapid City GIS maps, Burns & McDonald Utility Master Plan, St. Patrick Street Siphon Odor Control Study and Odor Management Strategy prepared by Advanced Engineering and Environmental Services, Inc., City of Rapid City benchmark data, City of Rapid City water, sanitary sewer and storm sewer maps for the immediate area, the City of Rapid City historical bid tabulation/cost data, and plans of existing facilities.

DESIGN CRITERIA

Design criteria for the project shall include the current edition of the following items: Project Design Report – Phase 1; 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 Project manager and may require “Exceptions” per City exception process.

PROJECT SCHEDULE

Project Design Final Report Submittal	March 29, 2010
Phase 2 Contract Approval	June 8, 2010
90% Design Submittal	August 4, 2010
90% Design Review	August 4 – August 18, 2010
Final Plan and Specification Submittal	August 27, 2010
Project Bid Opening Date	September 2010
Project 100% Construction Complete	Spring 2011

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

SCOPE OF SERVICES – PHASE 2**TASK 1 - FINAL DESIGN SERVICES:**

This task consists of all services necessary to take project from Phase 1 Preliminary Design Services through the Final Design Services, and includes the following itemized services.

- 1.1 Project management consists of all correspondence with the City, property owners, private utilities, and other project stakeholders as necessary.
- 1.2 Provide and make Building Permit submittals for review by the Rapid City Growth Management.
- 1.3 Complete the, “Flood Management Project Water Quality Impact Assessment Checklist Form”, attachment three and incorporate applicable measures within the construction documents as necessary.
- 1.4 Prepare 90% Plan Drawings
 - Plans documents shall adhere to current City of Rapid City guidelines.

- Provide complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- Provide project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area).
- Incorporate site design access roads and parking lot features as necessary to meet the required ADA standards. Asphalt paving shall be designed into the project but shown as a bid alternate item.
- Site and design a building enclosure. Building is anticipated to be a wood framed structure with a concrete floor, fiber cement siding, and asphalt shingles with only the minimal necessary electrical, mechanical, and structural systems to enclose the selected biological filter unit.
- Provide utility layout and connections for sanitary sewer, water, and electrical along with a venting pipe from the existing siphon structure.
- Incorporate Erosion and Sediment Control items. Provide Erosion and Sediment Control Plans, and include the appropriate bid items in the bidders proposal if more than one acre is disturbed. If less than one acre is disturbed, the contractor shall provide an Erosion and Sediment Control Plan and a bid item for "Erosion and Sediment Control Plan" shall be included in the bidders proposal.
- Incorporate minimal landscaping design requirements as a bid alternate item, if outlined by Growth Management
- Staking information shall include either of the following formats:
 - On the Plans - Station offsets for all items of work requiring field staking.
 - In tabular form on a plan sheet (schedule) - Coordinates and description of inter-visible control points, coordinates of all items of work requiring field staking, benchmark information shall be provided on each sheet.
- Provide conceptual traffic control plan showing all streets and alleys that may be impacted by the construction of this project. Show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plan. Traffic control plans shall indicate suggested sequence, intent, and general guidelines, but does not require identification or placement of project specific traffic control items.
- Coordinate directly with utility companies' engineering divisions to ensure that all existing utilities are completely and accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete followed by a specific private utility coordination meeting in two to three weeks.
- 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.

- Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost. Typically all permit costs are the Contractor's obligation.
- 1.5 Prepare 90% Plan 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.
- 1.6 Prepare 90% Project Cost Estimate
- Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 1.7 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.
- 1.8 If needed, the Consultant shall submit plans and specifications to the Department of Environment and Natural Resources for approval, and shall address any comments or corrections required.
- 1.9 Address 90% submittal City comments as necessary.
- 1.10 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.
- 1.11 Provide Final Design Services Submittal
- 1.12 Deliver the following:
- Provide complete final plans/ drawings on CD in .pdf and .dwg compatible with AutoCAD Release 2006 to 2008 format.
 - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
 - Provide complete specifications and contract documents on CD in Microsoft Word XP or previous versions.
 - Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City "Engineer's Estimate" form.
- 1.13 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.

- 2.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 2.2 Provide final plans, specifications, and Engineer's Estimate of probable construction cost to the City of Rapid City's project manager for City production and distribution to bidders.
- 2.3 Conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.
- 2.4 Issue addenda to the bid documents as required.
- 2.5 Attend the bid opening (to be held at the City Finance Office).
- 2.6 Attend Public Works Committee and Council Meetings as required.
- 2.7 Review the Bid Tab provided by City in Microsoft Excel format and provide comments to the City of Rapid City project manager.
- 2.8 Prepare an award recommendation letter to the City of Rapid City project manager.
- 2.9 Review construction contract documents and other submittals from the contractor and provide comments to the City of Rapid City project manager.

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 Conduct a Pre-Construction Conference including agenda. Record minutes and distribute to all attendees.
- 3.2 Provide written clarification regarding drawing and specification questions.
- 3.3 Provide recommendations to address changed or unknown conditions that may appear during construction.
- 3.4 Review and take action on shop drawings, product submittals, test results, and other submittals.
- 3.5 Prepare "As-Recorded" plans and specifications. "As-Recorded" plans and specifications shall be submitted as a hard copy and on CD compatible with AutoCAD Release 2006 format. Submit to Engineering Services within 30 days of project completion. In the event that the City did not issue a "Notice to Proceed" for Task 5 services, then the City shall forward construction record documents for preparing the "As-Built" plans and specifications.

TASK 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 Mark removal limits of appropriate items.

- 4.2 Prepare Public Service Announcements (P.S.A.'s) for Engineering Services. Engineering Services will be responsible for distribution to all local media. Copies of P.S.A.'s shall be distributed one week prior to start of work or change in operations that may significantly affect the public.
- 4.3 Appropriately notify affected Property Owners.
- 4.4 Conduct appropriate progress meetings. Record minutes and distribute to all attendees.
- 4.5 Provide daily on-site observation as necessary to assure that the methods and materials used by the contractor meet the intent of the plans and specifications.
- 4.6 Prepare daily reports. A daily record of activity will be maintained by the inspector including weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and any other pertinent information. Such information shall be neatly and concisely entered into the City of Rapid City Project Inspector's Diary and Inspection quantity book. Submit detachable copies to Engineering Services on a weekly basis.
- 4.7 Perform stormwater inspections, prepare reports, and keep the erosion and sediment control plans current as required by the ordinance regulating construction site runoff control, Chapter 8.46, and the Stormwater Quality Manual.
- 4.8 Coordinate with soil compaction testing subconsultant according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 4.9 Coordinate with subconsultant to provide assurance testing (or witness Contractor testing) according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 4.10 Prepare and submit monthly pay request information.
- 4.11 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.
- 4.12 Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.
- 4.13 Prepare and submit City of Rapid City project "Construction Project Close-out Checklist" indicating compliance with Standard Specifications and acceptance of the various infrastructure components. The Consultant is responsible for coordinating completion of the checklist items with the Contractor. The checklist is enclosed as Attachment Four for your information.
- 4.14 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.
- 4.15 Prepare a letter to SDDENR notifying them of project completion.
- 4.16 Assist filter equipment manufacturer and city staff in the set up and operation of equipment.
- 4.17 Ensure Contractor's two-year warranty surety is provided to the City of Rapid City either within the performance bond or as a separate bond.

**EXHIBIT B
CITY OF RAPID CITY - ST PATRICK STREET SIPHON ODOR CONTROL FACILITY PROJECT
PHASE 2 - FINAL DESIGN & CONSTRUCTION ENGINEERING FEE ESTIMATE**

Labor Category	Labor Total	Expense Total
Task 1 - Final Design Services		
1.1 Project Management	\$4,171	\$200
1.2 Coordinate/Complete Planning Approval	\$2,072	\$0
1.3 Coordinate/Complete Floodplain Development Permit	\$1,361	\$0
1.4 Prepare 90% Design Drawings	\$14,953	\$200
1.5 Prepare 90% Specifications	\$4,122	\$200
1.6 Prepare 90% Cost Estimate	\$942	\$0
1.7 Request and Secure any City Exceptions (as needed)	\$839	\$0
1.8 Submit plans for DENR approval	\$839	\$0
1.9 Address 90% City Review Comments	\$3,287	\$0
1.10 Provide Final Design Services Submittal	\$646	\$50
1.11 Print and Deliver Final Design Documents	\$705	\$100
1.12 QA/QC	\$1,024	\$0
Task 100 Subtotal	\$34,961	\$750
Task 2 - Bidding Services		
2.1 Submit Information for City Advertising Authority Form	\$296	\$0
2.2 Final Plans/Specs for City Production/Distribution to Bidders	\$181	\$20
2.3 Pre-Bid Conference	\$1,136	\$0
2.4 Issue Addenda to Bid Documents (as required)	\$1,947	\$0
2.5 Attend Bid Opening	\$206	\$0
2.6 Attend Public Works Committee and Council Meetings (as required)	\$321	\$0
2.7 Review Bid Tab	\$658	\$0
2.8 Present Award Recommendation	\$296	\$0
2.9 Review Construction Contract Documents and Provide Comments to City	\$296	\$0
Task 200 Subtotal	\$5,338	\$20
Task 3 - Basic Construction Services		
3.1 Arrange and Conduct Pre-Construction Conference	\$477	\$0
3.2 Provide Written Clarification of Drawing and Spec Inquiries	\$1,237	\$0
3.3 Provide Recommendations for Changed or Unknown Conditions	\$1,237	\$0
3.4 Shop Drawings, Product Submittals, Test Results, & Other Submittals	\$3,941	\$0
3.5 Prepare As-Built Plans and Specs	\$1,526	\$200
Task 300 Subtotal	\$8,419	\$200
Task 4 - Expanded Construction Services		
4.1 Mark Removal Limits of Appropriate Items	\$362	\$0
4.2 Prepare Public Service Announcements	\$543	\$0
4.3 Notify Affected Property Owners	\$362	\$0
4.4 Arrange and Conduct Progress Meetings	\$5,013	\$0
4.5 Daily On-Site Observation	\$5,960	\$900
4.6 Prepare Daily Reports	\$3,801	\$0
4.7 Perform Stormwater Inspection and Reports	\$1,317	\$0
4.8 Coordinate Soil Compaction Testing	\$1,086	\$0
4.9 Coordinate Assurance Testing	\$1,086	\$0
4.10 Monthly Pay Requests	\$2,090	\$0
4.11 Change Orders/Work Orders	\$2,112	\$0
4.12 Project Completion Punch List	\$593	\$0
4.13 Prepare and Submit "Construction Project Close-Out Checklist"	\$181	\$0
4.14 Prepare Project Completion Letter of Certification	\$296	\$0
4.15 Prepare SDDENR Project Completion Letter	\$296	\$0
4.16 Equipment Start Up Assistance	\$2,244	\$0
4.17 Ensure Two Year Warranty	\$181	\$0
Task 400 Subtotal	\$25,522	\$900
TOTAL	\$74,240	\$1,870

TOTAL LABOR \$74,240
TOTAL EXPENSES \$1,870
GEOTECHNICAL SUBCONSULTANT \$1,966

TOTAL NOT TO EXCEED FEE \$78,076 **Item #13**

EXHIBIT C
SCHEDULE OF PAY RATES

HDR ENGINEERING, INC.

FEE SCHEDULE

**PHASE 2 of 2 - FINAL DESIGN and CONSTRUCTION ADMINISTRATION SERVICES
FOR St. PATRICK STREET SIPHON ODOR CONTROL FACILITY
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>
Dan Graber - Project Principal	\$212.45
Jody Page - Project Manager	\$115.30
Al Erickson - Wastewater Engineer	\$141.28
Chris Robinson - Project Engineer	\$ 90.50
Nathan Kutil - Project Engineer	\$ 88.95
TJ Yerdon - Drainage Engineer	\$ 90.26
J. Mike Miller - Electrical/Instrumentation Engineer	\$137.54
Keith Kirchner - Structural Engineer	\$ 168.00
Duane Hodgens - Mechanical Engineer	\$ 80.58
Rich Liggett - CADD	\$ 87.40
J. Mike Coleman - QA/QC	\$168.34
Carla Schwebach - Accounting / Admin	\$ 76.49
Ellen Erickson - Word Processing/Clerical	\$ 51.75

DIRECT EXPENSES

Vehicle Mileage	\$ 0.500/Mile
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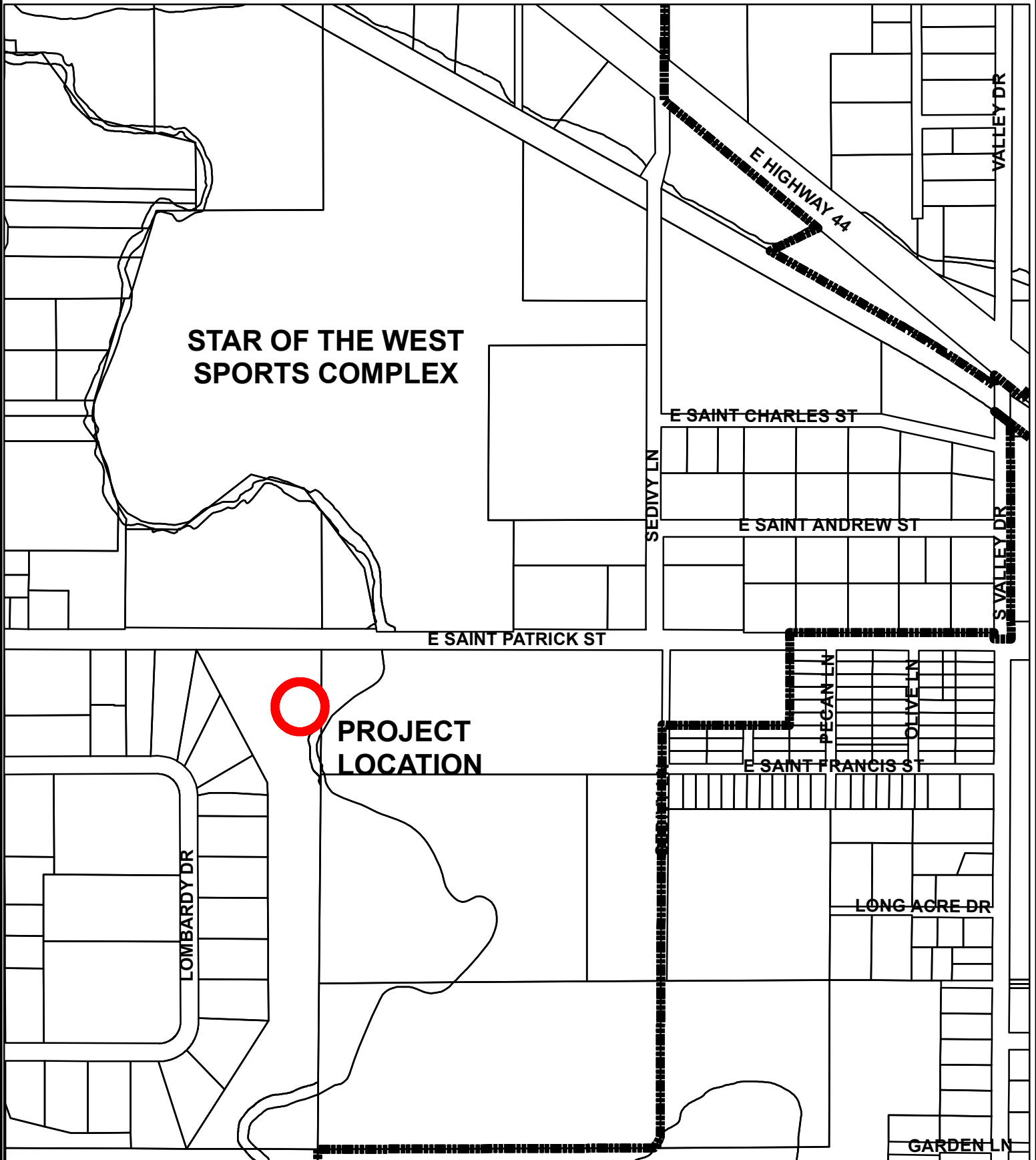
OTHER REIMBURSABLE EXPENSES

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.

EXHIBIT "A"

PW060110-10

SCALE 1" = 500'



**STAR OF THE WEST
SPORTS COMPLEX**

E HIGHWAY 44

E SAINT CHARLES ST

E SAINT ANDREW ST

E SAINT PATRICK ST

**PROJECT
LOCATION**

E SAINT FRANCIS ST

LOMBARDY DR

PEGAN LN

OLIVE LN

LONG ACRE DR

GARDEN LN

**SAINT PATRICK STREET SIPHON
ODOR CONTROL FACILITY
PROJECT NO. SS09-1825 CIP # 50774**

Item #13