

Agreement Between City of Rapid City and HDR Inc. for Professional Services for Feasibility Study to Evaluate Rapid City Providing Sewer Service to Summerset, Project No. 18-2464 / CIP 51208

AGREEMENT made _____, 2019, between the City of Rapid City, SD (City) and HDR Inc., (Engineer), located at 703 Main Street, Suite 200, Rapid City, SD 57701. City intends to obtain services for Feasibility Study to Evaluate Rapid City Providing Sewer Service to Summerset, Project No. 18-2464 CIP No. 51208. The scope of services is as described within this document and as further described in Exhibits A, B and C (attached).

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project and as further defined in Exhibits A, B and C (attached), 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.
- 1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.



1.2 Scope of Work

The Engineer shall:

- 1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.
- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibit A.)
- 1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.
- 1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

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 and reimbursable rate schedule described in Exhibit C.

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed **\$59,930.00** 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 per the hourly rates and allowable reimbursable as 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 September 2, 2019 based on a notice to proceed on or before April 2, 2019.

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

ENGINEER

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:

NICOLE LECY, PROJECT MANAGER

DATE: _____

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

NAME Nicole Lecy
PHONE 605-394-4154
EMAIL Nicole.Lecy@rcgov.org

NAME Mike Coleman
PHONE 605-977-7740
EMAIL Mike.Coleman@hdrinc.com



Exhibit A

Project Understanding

Rapid City is a regional population center located adjacent to the I-90 corridor in western South Dakota. Rapid City is surrounded by smaller communities that have varying levels of wastewater treatment systems and capacity. Summerset is one of these surrounding communities and is interested in exploring a regional wastewater connection to the City of Rapid City. Various levels of services may be considered as part of this study. Summerset is looking to consider a range of options that consist of peak treatment while utilizing the existing infrastructure, to a full peaking connection that treats all waste. The five connection points listed and up to 2 additional connection points will be considered from a capital cost and O&M cost perspective.

Scope of Services

Two distinct tasks will be engaged by this study. The initial task will be to identify the most feasible connection alternatives for Summerset with a focus on capital construction costs. This task will establish a baseline condition of flow alternatives and treatment options to be considered. The alternatives presented in the City's Request for Proposal will be the starting point with a high level review of other feasible alternatives. The second task will summarize the connection alternatives and combine those with the remainder of the scope items into the preliminary and final study reports

The tasks outlined in this scope of work were developed with a draft study anticipated to be delivered by July 1, 2019. The deliverables of this project will be meeting minutes from any project meetings, preliminary study report, and final project design report and will be covered by an executive summary in the final deliverable.

TASK 100 - PROJECT MANAGEMENT

This task series includes initial project management duties such as project initiation, project schedule monitoring, project deliverable monitoring, project meetings, and project accounting. This task includes a kick-off meeting which will be conducted with key HDR and City of Rapid City and Summerset staff (Project Team) to further discuss the project needs, desires, and direction for the project. This task includes monthly project review and preparation of monthly status report.

Deliverables: Meeting Agendas
Meeting Minutes
Monthly Status Report

TASK 200 – SUMMERSSET FEASIBLE ALTERNATIVES

This task will include the items noted below and is intended to develop a list of feasible alternatives utilizing the existing work done in various planning documents to determine three to five feasible options that would optimize the initial capital costs for a Summerset connection to the Rapid City System.

1. Investigation into the feasibility of Summerset discharging wastewater into the Rapid City collection system. The feasibility shall be evaluated based upon a scoring criteria developed by the Consultant and agreed upon by Rapid City and Summerset to include but not be limited to capital costs, O&M costs, potential for service to other areas or Sanitary Districts, alignments in regards to existing and future right-of-ways, and other criteria identified during the Study by the Consultant, Rapid City or Summerset. In general, the following alternatives to shall be evaluated:

- 1.1. Summerset discharging all wastewater to the Rapid City collection system.
- 1.2. Summerset discharging only a portion of its wastewater to the Rapid City collection system. A partial, phased approach to discharging to the Rapid City collection system shall be considered. As an example, there appears to be a potential for areas of Summerset located south of Interstate-90 to gravity flow to the Rapid City collection system and for areas of Summerset located north of Interstate-90 to continue to be treated at the existing Summerset treatment plant, as a near term or long term solution.
- 1.3. No Summerset wastewater discharged to the Rapid City collection system. Summerset continue to provide wastewater treatment for all wastewater flows. This will require treatment plant upgrades, as identified by previous studies.
2. Investigation into connection locations for Summerset to discharge wastewater into the existing Rapid City collection system. Consideration shall be made for connection alternatives with gravity mains versus lift stations and force mains. Consideration shall also be made for areas long term Rapid City may need gravity mains. The following Rapid City collection system locations have been identified as potential connection for Summerset. Each location shall be evaluated:
 - 2.1. 8" main in St. Martins Drive, existing termination location is approximately 800 feet east of the St. Martins Drive and City Springs Road intersection.
 - 2.2. 12" main existing at the intersection of Tatanka Road and Deadwood Avenue North. The 2008 Utility System Master Plan identifies the connection of a force main from a future lift station (identified as the Box Elder Lift Station in the 2008 Master Plan) located near the Deadwood Avenue North intersection with the Pennington County / Meade County boundary line to this 12" main.
 - 2.3. 8" main in Haines Avenue, existing termination location is approximately 900 feet southeast of the Haines Avenue and Cobalt Drive intersection. Currently this main flows to the Country Road Lift Station. The capacity of the Country Road Lift Station and force main must be verified to determine the feasibility of this connection location. Long term the Country Road Lift Station is scheduled to be decommissioned and flows will instead gravity flow to the Elk Vale Lift Station.
 - 2.4. 12" main in Haines Avenue approximately 500 feet south the Haines Avenue and Kathrine Avenue intersection. This is the current location of the Country Road Lift Station force main discharge into gravity main. Long term the Country Road Lift Station is scheduled to be decommissioned and flows will instead gravity flow to the Elk Vale Lift Station.
 - 2.5. Blackhawk Sanitary District collection system, which connects to the Northdale Sanitary District, and ultimately discharges to the Rapid City collection system. Potential connection locations may need to be discussed with the Blackhawk Sanitary District and Northdale Sanitary District.
 - 2.6. Other locations as identified by Rapid City or the selected Consultant
3. Investigation into the impacts of Summerset discharging wastewater into the Rapid City collection system.
 - 3.1. Summerset discharging wastewater continuously throughout the day.
 - 3.2. Summerset only discharging wastewater during non-peak hours. If the existing Summerset wastewater treatment plant is decommissioned, there may an option of repurposing portions of the existing plant into an equalization pond to meter flows to the Rapid City collection system. Odor control shall be considered.

The approach to this task includes a workshop with City staff, the project team, and the modeling consultant for the current master-planning activities (identifying ability to receive flows from Summerset). Additionally, this workshop would identify characteristics to consider for Summerset evaluating the treatment options noted in the RFP:

- Summerset discharging all wastewater to the Rapid City collection system.
- Summerset discharging only a portion of its wastewater to the Rapid City collection system.
- No Summerset wastewater discharged to the Rapid City collection system.
- Continuous vs. Non-Peak discharges.

Key activities for this task include:

1. Workshop reviewing feasible alternatives for connection and a discussion on wastewater treatment options.
2. Development of capital costs for the top three to five feasible alternatives selected based on various flows developed in the workshop.
3. Invite DENR to participate for regulatory and financing consideration.

Assumptions/Understandings/Deliverables

- Workshop set for late April 2019.
- Summerset engineering support and Rapid City modeling consultant will be present at the workshop to help guide discussions on alternatives. The costs for these third party consultants (not part of the HDR delivery team) is not included in this scope of services.
- Final rate work is not included in this phase, O&M costs will be considered in future tasks.
- This task will be memorialized by a Technical Memorandum that outlines costs and options to be considered in future task.

TASK 300 – PRELIMINARY STUDY REPORT & FINAL DESIGN REPORT

HDR will complete scope items noted below and compile them into the preliminary study report with the assumptions & understandings noted below. A meeting will be conducted with the study team to review the preliminary study report. The comments from the preliminary report will be incorporated into the final report. At the conclusion of this task, Summerset will have the key information for consideration for the feasibility of making a regional connection to Rapid City.

1. Evaluate and confirm near term and long term anticipated wastewater flows from Summerset and the capacity utilized in the Rapid City system.
2. Investigate the feasibility of Rapid City taking over Summerset collection system to own and maintain. Identify considerations that should be made before Rapid City acquires existing infrastructure. Identify billing options for Rapid City providing sewer service only to customers. **Billing options will include Summerset being a “master-meter”/single customer and individual accounts established for each sewer customer/parcel.**
3. Investigate funding options available for a future project including but not limited to bonds, SFR loans, grants, and loans with principal forgiveness. This would include facilitating conversation with SDDENR for funding options available.
4. For each connection location, the following shall be evaluated regarding the necessary infrastructure to connect the Summerset collection system to the Rapid City collection system:

- 4.1. Recommend alignments for sanitary sewer collection system improvements including gravity main sizes, force main sizes, lift station sizes, odor control, master metering facilities and other elements. Consideration shall be given to future street alignments as identified on the Rapid City Major Street Plan.
- 4.2. Develop schematic designs to include plan layouts of the pipe alignments and pipe profiles. Where sewer alignments coincide with streets on the Rapid City Major Street plan, profiles shall consider street design criteria.
- 4.3. Provide conceptual, planning level cost estimates. Cost estimates shall factor Capital Costs and Operation and Maintenance (O&M) costs over a time period to be recommended by the Consultant. **Collection system O&M costs will be estimated on a per foot basis and facility costs (lift stations) will include future maintenance needs.**
- 4.4. Evaluate permits needed. This should include permits from Meade County, Pennington County, South Dakota DENR, SDDOT, Corp of Engineers (Stream Crossings), etc.
- 4.5. Evaluate easements needed, where land may need to be acquired, or use of existing right-of-ways.
5. ~~Evaluate the Cost of Service to Summerset for Rapid City providing sewer service to them. For each option, cost shall factor in not only Capital costs but also estimate O&M costs to the respective entities.~~
Duplicate of task 4.3.
6. Identify other areas of land or sanitary districts that may be other potential connections to the Rapid City collection system, within the vicinity of the Summerset area. Portions of the adjacent City of Piedmont are already being provided sanitary sewer service by Summerset.
7. Review the “Rapid City Facility Plan - Water Reclamation Facility”, Project No. 14-2214 by HDR (2016) to confirm adequate capacity is available at the Rapid City Water Reclamation Facility to treat anticipated sewer flows from Summerset.
8. Coordinate with the current Rapid City Wastewater Utility System Master Plan Consultant, Black & Veatch, to evaluate capacity of existing Rapid City collection system infrastructure and identify impacts of discharge from Summerset on the Rapid City collection system. Consultant to provide existing and future flows to the Master Plan Consultant to input into wastewater collection system model and evaluate capacity throughout the collection system. The condition of existing infrastructure, and the need to upsize existing infrastructure shall be considered. Other coordination as needed with the Master Plan Consultant.
9. Evaluate the financial and permitting impacts of decommissioning the existing Summerset Wastewater Treatment Plant and repurposing portions of the existing plant into an equalization pond to meter flows to the Rapid City collection system.

Key activities:

1. Evaluate & confirm current & future wastewater flows from Summerset.
2. Investigate feasibility of Rapid City taking ownership of Summerset’s collection system.
3. Coordinate with SDDENR for potential funding options.

4. Identify other areas or sanitary districts within the vicinity of Summerset that may be other potential connections to the Rapid City collection system.
5. Evaluate impacts of decommissioning the existing Summerset Wastewater Treatment Plant & repurposing the plant.

Assumptions/Understandings/Deliverables

- Preliminary Report
- Final Report
- Attend meetings for the Preliminary Study Report and Final Design Report and make changes as needed from those meetings.
- Attend Public Works and Council Meetings as necessary (2 each).

TASK 400 – REGIONAL GOVERNANCE

(TASK 400 NOT INCLUDED IN CURRENT SCOPE OF SERVICES-RAPID CITY LEAD ACTIVITIES IF REQUESTED TO PURSUE A SCOPE OF SERVICES TO BE A REGIONAL PROVIDER BASED ON PREVIOUS DISCUSSIONS.)

The objective of this task would be to work closely with City of Rapid City staff and stakeholders to determine the key issues in developing a regional governance model. The work proposed in this task would be the initial task that considers Rapid City's willingness to become a regional sewer provider and memorialize an approach to be considered for initial discussion purposes to the stakeholder committee that was used during the Sewer Rate model review. The framework would be the starting point for future discussions with the South Dakota Department of Environment and Natural Resources (SDDENR) and policy makers regarding willingness to participate financially in the creation of a regional sewer utility. Key activities would include:

1. Workshop to discuss governance options. Our assumption is that Rapid City would be willing to be a wholesale provider.
2. Present work to the Stakeholder Committee from Rapid City Rate Study.
3. Present information to Summerset Mayor and Council.
4. Engage SDDENR in workshop to discuss funding and permitting requirements.

Assumptions/Understandings/Deliverables

- Initial Regionalization Workshop
- Conduct workshop to consider key issues of regionalization
- Baseline service territory map-relies on previous work during master planning activities.
- Review of key operational decisions and control matrix
- Final Technical Memorandum on a preferred governance model

EXHIBIT B
CITY OF RAPID CITY
FEASIBILITY STUDY TO EVALUATE RAPID CITY PROVIDING SANITARY SEWER
SERVICE TO SUMMERSET
ENGINEERING FEE ESTIMATE
PROJECT No: 18-2464 / CIP No 51208

Totals

Task 1 – Project Management	
1.1 Project Management and Coordination	\$2,720
1.2 Kick-off Conference	\$2,060
1.3 QA/QC	\$1,560
Task 1	\$6,340

Task 2 - Feasible Alternative Analysis	
2.1 Evaluate Feasibility of Wastewater Discharge	\$4,230
2.2 Evaluate Connection Locations	\$8,750
2.3 Evaluate Impacts to Rapid City Collection System	\$4,230
2.4 Tech Memo Summarizing Options	\$4,230
Task 2	\$21,440

Task 3 - Preliminary & Final Study Report	
3.1 Evaluate Current & Future Flows from Summerset	\$3,460
3.2 Evaluate Billing Options for Rapid City	\$6,290
3.3 Investigate Funding Options	\$3,340
3.4 Evaluate Feasible Options	\$8,280
3.6 Identify Other Potential Connections to Rapid City System	\$2,950
3.7 Confirm Capacity in Rapid City System	\$1,670
3.8 Coordinate with Master Plan Consultant for Connection Points	\$4,230
3.9 Evaluate Impacts of Decommissioning Summerset WW Plant	\$1,670
Task 3	\$31,890

Total Fee	\$59,670
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Labor	\$59,670
Expenses	\$260
Total	<u>\$59,930</u>

Exhibit C
HDR Engineering
2019 Hourly Billing Rates

ENGINEERING SERVICES FOR THE FEASIBILITY STUDY TO EVALUATE RAPID CITY PROVIDING
SANITARY SEWER SERVICE TO SUMMERSET

Project No. 14-2464 / CIP No. 51208

City of Rapid City, South Dakota

Enclosed are the 2019 Hourly Billable Rates for HDR Engineering. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses or hourly billing rates for equipment as defined below.

Description	Billing Rate/Hour
Managing Principal	225
Senior Project Manager	195
Project Manager II	180
Project Manager I	160
Engineer V	180
Engineer IV	160
Engineer III	145
Engineer II	130
Engineer I	115
ASME Disciplines	180
Cost Analyst IV	195
Cost Analyst III	180
Cost Analyst II	160
Engineering/Field Services Technician III	120
Engineering/Field Services Technician II	105
Engineering/Field Services Technician I	95
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
Cadd/GIS Technician I	95
Right of Way III	175
Right of Way II	155
Right of Way I	120
Environmental Scientist V	175
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
Environmental Scientist I	110
Senior Land Surveyor	150
Land Surveyor	130
Survey Technician III	120
Survey Technician II	110
Survey Technician I	95
Senior Construction Manager	195
Construction Manager	155
Construction Engineer	120
Construction Inspector	95

Public Involvement/Graphic Designer III	150
Public Involvement/Graphic Designer II	125
Public Involvement/Graphic Designer I	95
Project Controller	95
Project Assistant	85
Admin Assistant	70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

Direct Expenses

Mileage	\$0.75 per mile
Printing:	
B&W 8.5x11	\$0.038 each
Color 8.5x11	\$0.135 each
B&W 11x17	\$0.076 each
Color 11x17	\$0.270 each
Plots Bond	\$0.45 per sq. ft.