Agreement between City of Rapid City and HDR Engineering, Inc. for Professional Services for 2020 Miscellaneous Improvements Projects, Water Reclamation Facility, Digester Boiler Replacement Project

Project No. 19-2651 / CIP No. 51132.3

AGREEMENT made October 18, 2021, between the City of Rapid City, SD (City) and HDR Engineering, Inc., (Engineer), located at 703 Main Street, Suite 200, Rapid City, SD 57701. City intends to obtain services for 2020 Miscellaneous Improvements Projects, Water Reclamation Facility, Digester Boiler Replacement Project, Project No. 21-2651 / CIP 51132.3. 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. The effective date of this agreement is: September 20, 2021.

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 in 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 Non Discrimination 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 $57,472.00 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 March 25, 2022 based on award date of October 18, 2021.

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 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 may be provided. Claims-made coverage shall continue through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of 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. The policy shall name the City and its representatives as an additional insured.

7.4.4 Professional liability insurance providing 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. If this policy provides for claims-made coverage, the claims-made coverage shall continue through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of three years after completion of the terms of this Agreement.

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:  

Steve Allender, MAYOR  

DATE: ____________________________

Engineer:

Jason Kjenstad, HDR ENGINEERING, INC.  

DATE: ____________________________

ATTEST:

Pauline, Sumption, FINANCE OFFICER
Reviewed By:

STACEY TITUS, P.E., ASSISTANT PUBLIC WORKS DIRECTOR

DATE: _________________________

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME  STACEY TITUS, P.E.
PHONE  394-4165; 390-5713 CELL
EMAIL  stacey.titus@rcgov.org

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME  KEVIN NEWMAN, P.E.
PHONE  977-7760; 214-4955 CELL
EMAIL  kevin.newman@hdrinc.com
EXHIBIT A (Bid Package 2020-4)

SCOPE OF SERVICES

2020 Miscellaneous Improvements Projects, Water Reclamation Facility, Digester
Boiler Replacement Project
Project No. 21-2651 / CIP 51132.3

Bidding and Construction Services

The City of Rapid City (City) has determined the need to procure bidding and construction
related services for the 2020 Miscellaneous Improvements Projects (MIPS), Water Reclamation
Facility (WRF) Digester Boiler Replacement Project. HDR Engineering was previously selected
by the City to complete Task 1, Preliminary Design and Task 2, Final Design services for the
project. This agreement is bidding and construction phase work for the project.

This scope of work is applicable to bidding and construction services for the above-described
project, which includes the following project components:

1. Replacement of the two existing digester boilers with Owner Pre-Purchased Boilers.
2. Modifications to the Boiler Flue Piping (Exhaust Duct) for the new boilers including
   relocating the location where the flue exhausts through the digester building roof and
   support for the exhaust flue.
3. Replacement of existing digester gas feed piping to the boilers with stainless steel
   piping.
4. Replacement of Hot Water Supply and Hot Water Return piping, isolation valves and
   automatic mixing control valve.
5. Coordination with City’s SCADA Contractor, DPI for Integration of new controls to the
   existing SCADA System.

TASK 3 – BIDDING SERVICES:
This task consists of all services necessary for the administration of the Bidding Services of the
project and will include the following itemized services. City to be responsible for bid document
distribution and printing costs.

The project has been advertised once. However, there were no bidders and the project will be
advertised and bid a second time. There were no bidders for the second bid and the City
entered into direct negotiations with RCS Construction. The fee shown in Exhibit B for subtasks
3.1 through 3.4 reflect performing bidding services twice and assistance with direct negotiations
with RCS.

3.1 Submit sufficient information to the City PM for completion of City Advertising Authority
 form.
3.2 Consultant shall proof print quality before full production of project bid copies are made
 and coordinate printing process by delivering pdf file of plans to the copier. The pdf will
 be furnished to the City for posting of the project on Public Purchase.
3.3 Arrange and conduct a Pre-bid Conference. Prepare pre-bid agenda and submit to City
 PM for review and comment two (2) working days prior to the pre-bid meeting. Record
 attendance and minutes. Distribute minutes to only the Consultant and City.
3.4 Respond to bidders’ questions throughout the bidding services phase.
3.5 Prepare and issue addenda to the bid documents as required.

TASK 4 – BASIC CONSTRUCTION SERVICES:
This task consists of all services necessary for the administration of the Basic Construction Services of the project construction stage and will include the following itemized services.

4.1 Project Management and Administration consisting of all correspondence with the City and other project stakeholders as necessary.

4.2 Arrange and conduct Pre-construction Conference. Prepare pre-construction agenda and submit to City PM for review and comment two (2) working days prior to pre-construction meeting. Record meeting minutes and distribute to all attendees.

4.3 Receive, log and coordinate reviews and responses to Contractor’s requests for information/interpretations (RFI’s).

4.4 Administer necessary or desirable changes in the Work utilizing systems to track changes from initiation through completion.
   a. Coordinate the preparation and issuance of necessary or desirable changes in the form of Change Proposal Requests (CPR’s).
   b. Review costs presented on Change Proposal Requests by Contractor, and conduct negotiation of pricing as necessary.
   c. Review all Change Proposal Request items and negotiated costs with Owner for Owner’s approval.
   d. Assemble approved Change Proposal Requests periodically into Change Orders. Include justification documentation with each Change Order.
   e. Maintain current status log of all Change Proposal Requests and Change Orders and review at construction progress meetings.
   f. Review as recorded drawings to verify changes in work are reflected as applicable.
   g. Review pay requests to verify Change Order items are broken out and that payment is not made until work is complete.

4.5 Administer shop drawing and other submittal requirements to effect substantial compliance with the intent of the Contract requirements.
   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 are the final approved versions, 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.

4.6 Prepare As-Recorded record drawings. A hard copy of the As Recorded plans and final specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Consultant will provide PDFs, and CAD files electronically,
including topographic survey files. The digital submittal must be compatible with AutoCAD Civil 3D 2011, or newer, containing all files and data packaged in a format that will allow City personnel to seamlessly open CAD drawing files.

**TASK 5 – EXPANDED CONSTRUCTION SERVICES:**

Task 5 consists of all services necessary for the administration of the Expanded Construction Services of the project construction stage and includes the following itemized services.

5.1 Arrange and conduct weekly progress meetings with the Contractor, Consultant and City PM. Prepare an agenda, record minutes, and distribute minutes to all attendees. There are times when a weekly meeting will not occur. For the purpose of estimating the level of effort required, this task assumes 9 total meetings. The Engineers PM will attend 4 of these meetings in-person and 5 of the meetings will be via WebEx call.

5.2 Review, Approve, and Monitor Contractor’s Detailed Construction Schedule.

5.3 Attend Pre-Installation Conference. Prior to installation of the first boiler a pre-installation conference will be arranged and conducted with the Contractor, Consultant and City PM to confirm the Contractor has coordinated with the Owner’s Operation Staff on planned interruptions.

5.4 Provide weekly on-site observation to assure that the methods and materials used by the contractor meet the intent of the plans and specifications. For estimating the level of effort required for this task, a construction schedule of approximately 12 weeks has been assumed, with 5 weeks of 5 site visits per week at 4 hours per site visit and then 7 weeks of 2 site visits per week at 4 hours per site visit for construction observation required. Weekly on-site observations will also include the following subtasks:

a. Prepare daily reports of observed construction activities. A record will be maintained by the Construction Observer including weather conditions, construction progress, deviations from the plans and specifications, work performed and any other pertinent information.

b. Monitoring Contractor’s compliance with Regulatory and Permit Requirements.

c. Observe Contractor’s Testing Requirements.

d. Monitor Site Conditions and Contractor’s Maintenance of Facilities.

e. Review and Monitor Stored Materials.

f. Review Salvage Materials.

g. Take Photos to Document Construction Progress and Deficiencies.

h. Review Contractor’s As-Recorded Drawings.

5.5 Administer contractor payment applications. Prepare and submit monthly pay requests to the City. Consultant shall track percent of the lump sum work completed by the Contractor and provide recommendation and contractor payment application to the City.

5.6 Prepare and submit project completion punch list items to the Contractor and City Engineering Services and oversee its completion.

5.7 Prepare a letter of certification of project completion verifying compliance with plans and specifications and start of warranty period. The letter will be provided to the City Project Manager for City distribution.

5.8 Provide a closeout submittal that includes copies of construction documents including contractor correspondence, payment applications, change orders, inspection diaries,
approved shop drawings, and construction photos. The closeout submittal format will be a pdf bookmarked by document type.

5.9 Assist the City in addressing and communicating warranty items with the Contractor that may arise during the City’s two-year warranty period to the City PM. Prepare a project acceptance and start of warranty letter on City letterhead for City PM signature. This will be a lump sum task and will be paid as part of the Consultant’s final invoice after the project has been accepted. Consultant shall be contract obligated for these services until expiration of the two-year warranty.

5.10 Schedule and participate in a two-year warranty inspection with the City PM and Operations staff. Document the two-year warranty items and assist the City in addressing and communicating the warranty items with the Contractor. The two-year warranty inspection typically occurs three months prior to the warranty expiring. This will be a lump sum task and will be paid as part of the Consultant’s final invoice after the project has been accepted. Consultant shall be contract obligated for these services until expiration of the two-year warranty.

**CONSTRUCTION PROJECT SCHEDULE**

Following are the project schedule milestone dates. These dates are goals and subject to change as the project advances.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council Award Date</td>
<td>August 16, 2021</td>
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<tr>
<td>Pre-Construction Meeting</td>
<td>July 30, 2021</td>
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<tr>
<td>Project 100% Construction Complete</td>
<td>December 23, 2021</td>
</tr>
<tr>
<td>Two-Year Warranty Expiration</td>
<td>Two Years After Project Acceptance</td>
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The scope of work and associated labor fee assumes a fixed date construction contract ending on or around December 23, 2021. The City will provide review comments to all submittals within one week of receipt.
<table>
<thead>
<tr>
<th>TASK 3 - BIDDING SERVICES - DIGESTER BOILER REPLACEMENT (HOURS REFLECT BIDDING TWICE)</th>
<th>LABOR TOTAL HOURS</th>
<th>TOTAL LABOR</th>
<th>EXPENSES TOTAL</th>
<th>TOTAL ($)</th>
</tr>
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<tbody>
<tr>
<td>3.1 - Submit Information for City Advertising Authority</td>
<td>Lump Sum</td>
<td>$ 2,220</td>
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<td>3.2 - Print Check Final Construction Documents for City Production and Advertising</td>
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<td>3.3 - Pre-Bid Conference</td>
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<td>3.4 - Respond to Bidder Questions/Issue Clarifications</td>
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<td>3.5 - Issue Addenda to Bid Documents (as needed)</td>
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<td>Task 3 Fee</td>
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<tr>
<th>TASK 4 - BASIC CONSTRUCTION SERVICES - DIGESTER BOILER REPLACEMENT</th>
<th>LABOR TOTAL HOURS</th>
<th>TOTAL LABOR</th>
<th>EXPENSES TOTAL</th>
<th>TOTAL ($)</th>
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<tr>
<td>4.1 - Project Management &amp; Administration</td>
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<td>4.2 - Pre-Construction Conference</td>
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<td>4.3 - Administer RFI Process</td>
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<td>4.4 - Administer Change Order Process</td>
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<td>4.5 - Administer Shop Drawing/Submittal Review Process</td>
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<td>4.6 - Prepare As-Recorded Drawings</td>
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<th>TASK 5 - EXPANDED CONSTRUCTION SERVICES - DIGESTER BOILER REPLACEMENT</th>
<th>LABOR TOTAL HOURS</th>
<th>TOTAL LABOR</th>
<th>EXPENSES TOTAL</th>
<th>TOTAL ($)</th>
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<tbody>
<tr>
<td>5.1 - Conduct Weekly Progress Meetings</td>
<td>34</td>
<td>$ 6,630</td>
<td>$ 6,630</td>
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<tr>
<td>5.2 - Review, Approve, and Monitor Contractor’s Detailed Construction Schedule</td>
<td>2</td>
<td>$ 390</td>
<td>$ 390</td>
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<tr>
<td>5.3 - Attend Pre-Installation Conference</td>
<td>2</td>
<td>$ 390</td>
<td>$ 390</td>
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<tr>
<td>5.4 - On-Site Observation</td>
<td>166</td>
<td>$ 18,940</td>
<td>$ 18,940</td>
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<tr>
<td>5.4.1 - Record Observed Construction Activities</td>
<td>Hours Included in Task A.5.4</td>
<td>$ -</td>
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<tr>
<td>5.4.2 - Monitor Contractor’s Compliance with Regulatory and Permit Requirements</td>
<td>Hours Included in Task A.5.4</td>
<td>$ -</td>
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<tr>
<td>5.4.3 - Provide Assurance Testing and Observe Contractor Testing</td>
<td>Hours Included in Task A.5.4</td>
<td>$ -</td>
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<tr>
<td>5.4.4 - Monitor Site Conditions and Contractor’s Maintenance of Facilities</td>
<td>Hours Included in Task A.5.4</td>
<td>$ -</td>
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<tr>
<td>5.4.5 - Review and Monitor Stored Materials</td>
<td>Hours Included in Task A.5.4</td>
<td>$ -</td>
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<td>5.4.6 - Review Salvaged Materials</td>
<td>Hours Included in Task A.5.4</td>
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<tr>
<td>5.4.7 - Take Photos to Document Construction Progress or Deficiencies</td>
<td>Hours Included in Task A.5.4</td>
<td>$ -</td>
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<tr>
<td>5.4.8 - Review Contractor’s As-Recorded Drawings</td>
<td>Hours Included in Task A.5.4</td>
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<tr>
<td>5.5 - Administer Contractor Payment Agreements</td>
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<tr>
<td>5.6 - Develop Project Completion Punchlist &amp; Oversee Resolution Actions</td>
<td>4</td>
<td>$ 460</td>
<td>$ 920</td>
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<td>5.7 - Provide Certification Letter of Project Completion</td>
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<td>$ 195</td>
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<td>5.8 - Construction Closeout Submittal</td>
<td>2</td>
<td>$ 390</td>
<td>$ 390</td>
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<tr>
<td>5.9 - Warranty Item Resolution</td>
<td>Lump Sum</td>
<td>$ 390</td>
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<td>5.10 - Warranty Inspection</td>
<td>Lump Sum</td>
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<td>Task 5 Hours Total</td>
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<td>Task 5 Fee</td>
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</tbody>
</table>

| Task 3-5 Total Hours | 217 | - | - |
| Task 3-5 Total Fee | - | $ 54,305 | $ 54,305 |

**SUMMARY:**
- Total Hours: 217
- Direct Expenses: $ 3,167
- Total Labor: $ 54,305
- Total: $ 57,472

9/27/2021 1 of 1
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**

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Traffic Counting Equipment</td>
<td>$120.00 per hour</td>
</tr>
<tr>
<td>Survey/GPS Equipment</td>
<td>$50.00 per hour</td>
</tr>
<tr>
<td>Robotic Total Station</td>
<td>$50.00 per hour</td>
</tr>
<tr>
<td>Side-by-Side Utility Vehicle</td>
<td>$25.00 per hour</td>
</tr>
<tr>
<td>Handheld GPS</td>
<td>$20.00 per hour</td>
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<tr>
<td>Mileage</td>
<td>$0.75 per mile</td>
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**Printing:**

- B&W 8.5x11: $0.041 each
- Color 8.5x11: $0.138 each
- B&W 11x17: $0.079 each
- Color 11x17: $0.273 each
- Plots Bond: $0.459 per sq. ft.

**OTHER REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. Unless negotiated otherwise in the contract, ENGINEER will add 10% to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project.