REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT
Date: September 5, 2017

Project Name & Number: Water Reclamation Facility (WRF) Process Reliability Improvements; CIP #: 51141
Project No. 16-2342

Project Description: Construction Administration services for construction of improvements to increase the reliability of the WRF Trickling Filter Lift Station and Aeration Basin Activated Sludge processes.

Consultant: HDR Engineering, Inc.

Original Contract Amount: $79,911.00 Original Contract Date: Sept. 5, 2017
Completion Date: 45 days after Completion of Construction

Addendum No:
Amendment Description:

Current Contract Amount:
Change Requested:
New Contract Amount: $0.00

Current Completion Date:
New Completion Date:

Funding Source This Request:

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Agreement Review & Approvals

Project Manager: Cassi  8/18/17
Compliance Specialist: Nade  8/18/17
City Attorney: Nade  8/21/17
Division Manager: 8/22/17
Department Director: 8/22/17

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 and/or Public Works
Engineering
Project Manager

FINANCE OFFICE USE ONLY
(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)
Appropriation: 6/20/17
Cash Flow: Y

109A Authorization for Mayor & Finance Officer to Sign  Rev. 03/2009
Agreement Between City of Rapid City and HDR Engineering, Inc. for Professional Construction Administration Services for Water Reclamation Facility (WRF) Process Reliability Improvements, Project No. 16-2342/CIP No. 51141

AGREEMENT made September 5, 2017 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 professional services for Water Reclamation Facility (WRF) Process Reliability Improvements, Project No. 16-2342 CIP No. 51141. 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.)

**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 subcontractors 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, alkalai, 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 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 $79,911.00 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 within 45 days after completion of construction.
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:  

__________________________  
MAYOR

__________________________  
DATE: ______________________

ATTEST:

__________________________  
FINANCE OFFICER

Reviewed By:  

__________________________  
DAN COON, OPERATIONS MANAGEMENT ENGINEER

DATE: 8/22/17

CITY’S DESIGNATED PROJECT REPRESENTATIVE  
NAME: Dan Coon, P.E.  
PHONE: (605) 394-4154  
EMAIL: dan.coon@rcgov.org

ENGINEERING FIRM’S DESIGNATED PROJECT REPRESENTATIVE  
NAME: Chris Robinson, P.E.  
PHONE: (605) 791-6106  
EMAIL: Christopher.Robinson@hdrinc.com
EXHIBIT A
SCOPE OF ENGINEERING SERVICES
CONSTRUCTION PHASE PROFESSIONAL SERVICES FOR THE WATER RECLAMATION FACILITY PROCESS RELIABILITY IMPROVEMENTS

PROJECT NO. 16-2342/CIP 51141

PROJECT DESCRIPTION

HDR will provide construction management services related to the Construction Phase of the Water Reclamation Facility (WRF) Process Reliability Improvements Project. The Construction Phase has been preceded by an Evaluation, Design, and Bidding Phase. The proposed improvements include:

1. Replacement and reconfiguration of piping and valves in the Trickling Filter Pump Station. A new lift pump will be purchased and installed with the project.
2. Replacement of the curtain selectors in the Aeration Basins. Concrete has been selected as the preferred wall material.
3. Return Activated Sludge (RAS) pumping improvements. A new RAS pump with lower suction head requirements will be purchased and installed. The lower suction head will allow the RAS pump to more effectively drain the Aeration Basin for maintenance.

The Design and Bidding Phase of this project included the following:
1. Final Design and Bid Document development for the improvements that the City has determined to be necessary.
2. Bidding Assistance.

The Construction Phase of the project will include the following:
1. Basic and Expanded Construction Services for a single construction project. The project will impact three WRF processes:
   • Trickling Filter Pump Station
   • Aeration Basins
   • RAS pumping system

HDR will utilize Advanced Engineering & Environmental Services, Inc. (AE2S) as a subconsultant to complete the scope of services.

BACKGROUND INFORMATION

The City of Rapid City (City) Water Reclamation Facility (WRF) is located 5 miles east of the City in Pennington County, South Dakota. The WRF uses both a fixed film system (North Plant) and an activated sludge system (South Plant) that operate in parallel to treat wastewater from the
facility’s service area. The plants have a combined peak hydraulic capacity of 40.0 million gallons per day (MGD).

The City completed a Facility Plan in 2016 that recommended short term, mid-term, and long term improvements. The City is proceeding with selected short term recommendations that will improve process reliability and the WRF’s ability to consistently meet the requirements of the discharge permit.

**PROJECT SCHEDULE**

The attached Exhibit B spreadsheet with estimated man-hours and associated fee was based on an anticipated construction schedule and part-time on site inspection. If, for some unforeseen reason, the construction schedule extends beyond this time frame then additional hours or an adjustment in daily inspection levels may be required in order to meet the project requirements. The estimated man-hours were based on project completion deadlines as follows:

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**SCOPE OF SERVICES**

**TASKS 1-3 – PRELIMINARY DESIGN, FINAL DESIGN, AND BIDDING SERVICES**

Tasks 1 – 3 have been previously completed.

**TASK 4 – BASIC CONSTRUCTION SERVICES:**

This task consists of all services necessary for the administration of the Basic Construction Services for the Construction Phase, and may 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 Schedule, coordinate, and conduct a Pre-Construction Conference. Prepare agenda, record minutes, and distribute minutes.

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.
c. 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 have "A" review actions, and that all required operation and maintenance information and warranties have been received.

f. Receive, log and take appropriate action on miscellaneous informational submittals generated by the Contractor during construction.

4.6 Prepare "As-Recorded" plans and specifications. "As-Recorded" plans and specifications shall be submitted as a hard copy and on CD compatible with current AutoCAD Release. Submit to Engineering Services within 30 days of project completion.

TASK 5 – EXPANDED CONSTRUCTION SERVICES:

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

5.1 Schedule, coordinate, and conduct progress meetings every other week. Prepare agenda, record minutes, and distribute to all attendees.

5.2 Review, approve, and monitor the Contractor's detailed construction schedule.

a. Ascertain that the Contractor has accounted for the scheduling of all significant components of the total construction, has sequenced activity to conform with stipulated sequencing, and has scheduled to meet the project completion date.

b. Evaluate look-ahead schedules and actual progress with respect to the approved planned progress schedule, and report status at construction meetings.

5.3 Provide on-site observation as necessary to assure that the methods and materials used by the contractor meet the intent of the plans and specifications. The estimated man-hours and fee was based on an approximate nine months of construction time, however a significant portion of this time will be preparation of shop drawings and long equipment lead time. The construction observation time has been assumed as an average of 32 hours per month for nine months (282 hours total).
a. A total of three trips for on-site observation by the electrical and structural disciplines are included in this task item.

5.4 Prepare a record of observed construction activities. A record of activity will be maintained by the inspector including weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and any other pertinent information.

5.5 Observe, document and respond to Contractor’s non-compliance with regulatory and permit requirements specifically enumerated by the Contract Documents.

5.6 Coordinate with City’s assurance testing firm (or witness Contractor testing) according to the Specifications. HDR will be responsible to assist in coordinating testing schedules, notifying testing company of requirements, and collecting test results.

5.7 Review site conditions during construction to determine that the Contractor is maintaining site-related items in accordance with the Contract Documents.
   a. Periodically review overall condition of site for excessive construction debris, erosion, proper drainage, weed control and access/egress maintenance.
   b. Periodically review Storm Water Pollution Prevention Plan controls for compliance with the approved plan.
   c. Document deficiencies and notify the Contractor.

5.8 Review stored materials and/or equipment for quantity determination for Contractor payment and to verify that equipment and/or materials are adequately protected until installed.

5.9 Review salvaged materials and equipment to verify those items are salvaged and stored properly and that all items to be scheduled for salvage are accounted for.

5.10 Take photos to document construction progress or construction deficiencies. Develop and maintain a logging system to enable easy retrieval of photos.

5.11 Review Contractor’s as-recorded drawings, throughout the course of the project, to verify the as-recorded drawings are up-to-date with contract modifications and annotated to reflect actual construction.

5.12 Administer payment applications.
   a. Review and approve the Contractor’s Schedule of Values to establish a reasonably balanced distribution of costs to serve as a basis for progress payments and determination of cost impact of changes.
   b. Receive and review draft application for payment prepared by the Contractor and provide recommendation as to approval.

5.13 Achieve an orderly, well-documented and complete Project Closeout of the construction contract.
   a. Prepare and submit a project completion punch list to the Contractor and Engineering Services and oversee its completion.
   b. Verify submittal of all required documents.
   c. Review Contractor Record Drawings.
   d. Administer Final Payment. Finalize all project costs and determine the final adjusted amounts for construction.
   e. Prepare and submit City of Rapid City project “Construction Project Close-out Checklist” indicating compliance with specifications and acceptance of the various infrastructure components.
f. Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.

g. Prepare a project closeout report for the City that documents relevant construction project information and correspondence. The closeout report will contain as-built drawings, approved shop drawings, change orders, inspector reports, and photos.
## EXHIBIT B
CONSTRUCTION PHASE PROFESSIONAL SERVICES FOR
WATER RECLAMATION FACILITY PROCESS RELIABILITY IMPROVEMENTS
PROJECT NUMBER 16-2342 / CIP NO. 51141
HDR Engineering, Inc.
August 2017

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<td>Administer Shop Drawings and Other Submittal Requirements</td>
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<td>Prepare &quot;As-Recorded&quot; Plans and Specifications</td>
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Total: Task 4 Hours 180

**Task 4 Fee:** $22,940

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<td>On-Site Observation</td>
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<td>Record Observed Construction Activities Hours Included in Task 5.3</td>
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<td>Monitor Contractor's Compliance with Regulatory and Permit Requirements Hours Included in Task 5.3</td>
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<td>Observe Assurance Testing and Observe Contractor Testing Hours Included in Task 5.3</td>
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<td>5.7</td>
<td>Monitor SiteConditions and Contractor's Maintenance of Facilities Hours Included in Task 5.3</td>
</tr>
<tr>
<td>5.8</td>
<td>Review and Monitor Stored Materials Hours Included in Task 5.3</td>
</tr>
<tr>
<td>5.9</td>
<td>Review Salvaged Materials Hours Included in Task 5.3</td>
</tr>
<tr>
<td>5.10</td>
<td>Take Photos to Document Construction Progress or Deficiencies Hours Included in Task 5.3</td>
</tr>
<tr>
<td>5.11</td>
<td>Review Contractor's As-Recorded Drawings Hours Included in Task 5.3</td>
</tr>
<tr>
<td>5.12</td>
<td>Administer Contractor Payment Applications Hours Included in Task 5.3</td>
</tr>
<tr>
<td>5.13</td>
<td>Complete Project Close-Out</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Total Hours</th>
<th>HDR Labor</th>
<th>Total Expenses</th>
<th>Sub-Consultant</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td>18</td>
<td>$3,080</td>
<td>$162</td>
<td>$1,680</td>
<td>$4,922</td>
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<td>24</td>
<td>$3,280</td>
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Total: Task 5 Hours 298

**Task 6 Fee:** $38,380

<table>
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<tr>
<th>Total Hours</th>
<th>HDR Labor</th>
<th>Total Expenses</th>
<th>Sub-Consultant</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>478</td>
<td>$61,300</td>
<td>$1,405</td>
<td>$17,208</td>
<td>$79,911</td>
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</table>

**SUMMARY:**
- Total Hours: 478
- Direct Expenses: $1,405
- Total Labor: $61,300
- Subconsultant: $17,208
- Total: $79,911
Exhibit C
HDR Engineering Hourly Billing Rates

Water Reclamation Facility
Process Reliability Improvements Construction Phase
Project No. 16-2342/CIP No. 51141

Following are the Hourly Billable Rates for HDR Engineering. The rates are applicable for the duration of the Process Reliability Improvements Construction Phase contract. The rates listed below do not included Reimbursable Expenses or hourly billing rates for equipment as defined below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Billing Rate/Hour</th>
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</thead>
<tbody>
<tr>
<td>Managing Principal</td>
<td>$210</td>
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<tr>
<td>Senior Project Manager</td>
<td>$195</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$170</td>
</tr>
<tr>
<td>ASME Disciplines</td>
<td>$175</td>
</tr>
<tr>
<td>Engineer V</td>
<td>$170</td>
</tr>
<tr>
<td>Engineer IV</td>
<td>$155</td>
</tr>
<tr>
<td>Engineer III</td>
<td>$135</td>
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<td>Engineer II</td>
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<td>Engineer I</td>
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<tr>
<td>Engineering Technician III</td>
<td>$115</td>
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<tr>
<td>Engineering Technician II</td>
<td>$100</td>
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<tr>
<td>Engineering Technician I</td>
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<tr>
<td>Cadd/GIS Technician IV</td>
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<tr>
<td>Cadd/GIS Technician III</td>
<td>$110</td>
</tr>
<tr>
<td>Cadd/GIS Technician II</td>
<td>$100</td>
</tr>
<tr>
<td>Cadd/GIS Technician I</td>
<td>$90</td>
</tr>
<tr>
<td>Right of Way III</td>
<td>$170</td>
</tr>
<tr>
<td>Right of Way II</td>
<td>$155</td>
</tr>
<tr>
<td>Right of Way I</td>
<td>$130</td>
</tr>
<tr>
<td>Environmental Scientist V</td>
<td>$170</td>
</tr>
<tr>
<td>Environmental Scientist IV</td>
<td>$155</td>
</tr>
<tr>
<td>Environmental Scientist III</td>
<td>$135</td>
</tr>
<tr>
<td>Environmental Scientist II</td>
<td>$120</td>
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<tr>
<td>Environmental Scientist I</td>
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<tr>
<td>Senior Land Surveyor</td>
<td>$145</td>
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<td>Land Surveyor</td>
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<tr>
<td>Survey Technician III</td>
<td>$110</td>
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<tr>
<td>Survey Technician II</td>
<td>$100</td>
</tr>
<tr>
<td>Survey Technician I</td>
<td>$90</td>
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<tr>
<td>Senior Construction Manager</td>
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<tr>
<td>Construction Manager</td>
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<td>Construction Engineer</td>
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<tr>
<td>Accountant</td>
<td>$100</td>
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<tr>
<td>Graphic Designer</td>
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<td>Admin Assistant</td>
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</table>
### Direct Expenses

<table>
<thead>
<tr>
<th>Item</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>Mapping Grade GPS</td>
<td>$20.00 per hour</td>
</tr>
<tr>
<td>Mileage</td>
<td>$0.75 per mile</td>
</tr>
</tbody>
</table>

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### 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. Hourly equipment charges apply to specific equipment used on the project.