



### ***City Council Memorandum***

**To:** Mayor Fasbender & City Council Members  
**From:** Dan Wietecha, City Administrator  
**Date:** December 18, 2023  
**Item:** Authorize Signature of the WSB LLC Professional Services Agreement for the PFAS Water Treatment Plants (WTPs) & Interconnect Project

#### **COUNCIL ACTION REQUESTED**

Enclosed for City Council consideration is the WSB LLC Professional Services Agreement for the PFAS WTPs & Interconnect Project.

#### **BACKGROUND INFORMATION**

At the December 4, 2023 City Council Meeting, the MPCA Grant Agreement for Drinking Water Planning and Design Funds for PFAS Treatment was approved in the amount of \$3,179,366 to cover the cost to design and bid the PFAS WTPs & Interconnect. This included WSB design and bidding services in the estimated not to exceed amount of \$2,992,167. The remaining \$187,199 included in the Grant Agreement covers the estimated Public Works Director time to coordinate and manage the project for the City.

The City Attorney has reviewed the Professional Services Agreement and supports its execution.

#### **FINANCIAL IMPACTS**

The WSB LLC Professional Services Agreement for the PFAS WTPs & Interconnect to the MN Vets Home covers the design and bidding work, which is fully reimbursable under the Grant Agreement.

#### **STAFF RECOMMENDATION**

Staff recommends the Council approve the City's entry into the WSB LLC Professional Services Agreement for the PFAS WTPs & Interconnect to the MN Vets Home. Note that the PSA will be routed through DocuSign and approved electronically with the Mayor and City Clerk as the signatories.

## PROFESSIONAL SERVICES AGREEMENT

IX-01

This Agreement ("Agreement") is made as of December 5, 2023 (Effective Date), by and between the **City of Hastings**, 101 4th Street East, Hastings, Minnesota 55033, herein referred to as ("Client") and WSB LLC, 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416, herein referred to as ("Consultant") to provide professional services ("Services") by Consultant in connection with the following project ("Project"): **PFAS WTPs & Interconnect** in Hastings, Minnesota.

### ARTICLE 1 - SCOPE AND DESCRIPTION OF SERVICES ("SCOPE OF SERVICES")

Please see the attached Scope of Services and Compensation ("Exhibit A").

### ARTICLE 2 - PERIOD OF SERVICE

The Services described under Scope of Services shall be completed expeditiously and professionally so as to maintain the agreed upon schedule. The schedule may be modified by the parties by agreement or as a result of an excusable delay caused by Force Majeure, a Client Delay, Change in Law or unforeseen conditions at the Project site.

### ARTICLE 3 - COMPENSATION

Unless otherwise stated in the Scope of Services, Consultant shall perform the work on a time and materials basis and invoice for its work monthly. If not stated in Exhibit A, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Each invoice shall include details for the time and reimbursable expenses incurred the previous month. Reimbursable expenses shall include but are not limited to, travel and lodging, mileage, print and plotting charges, shipping charges, messenger delivery charges, plus all taxes (including sales taxes), fees, including but not limited to permit, application, testing, and recording fees, imposts, or stamps required by State, Federal, Municipal, or other government agencies in the providing of Services.

Client agrees to pay all invoices within thirty (30) days of receiving same. Any invoice not paid within thirty (30) days of the original invoice date shall bear interest at the lower of 1.5% per month or the highest rate permitted by applicable law on the unpaid balance.

If Client fails to pay any amount by the applicable due date, Consultant shall have the right to suspend work and withhold Instruments of Service (as defined below) until payment in full, including interest, is received. Consultant shall have no liability whatsoever to Client for any costs or damages that result from such suspension or withholding of Instruments of Service, and Consultant shall be entitled to reimbursement of all costs incurred while work is suspended. If Consultant resumes services after payment by Client, the time schedule and fees for remaining Services shall be equitably adjusted.

If Client fails to pay any amount by the applicable due date, Consultant shall have the right to commence collection efforts, and all collection costs incurred by Consultant shall become immediately due and payable to Consultant as such collection costs are incurred. Collection costs include, but are not limited to, legal fees, collection agency fees, court costs, and reasonable staff costs for Consultant's staff time spent in efforts to collect the overdue balance.

Client's failure to pay Consultant in accordance with this Agreement shall constitute a material breach of this Agreement and shall be cause for Consultant to suspend performance or terminate this Agreement.

If the Services are suspended by Client for more than thirty (30) calendar days, consecutive or aggregate, Consultant shall be compensated for Services performed prior to such suspension. When the Services are resumed, Consultant shall be compensated for time and expenses incurred in the interruption and resumption of Services. Consultant's fees for the remaining Services and the time schedules shall be equitably adjusted.

### ARTICLE 4 – ADDITIONAL SERVICES

In the event of any changes in the Scope of Services, Client Delay, changed or unforeseen conditions, Change in Law or event of Force Majeure, Client agrees to issue an Amendment for Additional Services ("AAS") to equitably adjust Consultant's fees and the time of performance. If Consultant is caused to increase its Scope of Services and Client does not issue an AAS that is acceptable to Consultant, compensation for the expanded Scope of Services shall be on an hourly basis according to Consultant's then-current standard rate schedule ("Rate Schedule"), plus reimbursable expenses.

A "Client Delay" shall include a delay caused by the Client failing to make timely decisions, a delay in the delivery of Client ordered equipment or supplies, or a delay by a Client-hired contractor or consultant not timely completing work upon which Consultant's work is dependent. "Force Majeure" is defined below in Article 13. A "Change in Law" is a change in the applicable laws or regulations applicable to the Project when the change occurs after the date of this Agreement.

### ARTICLE 5 - CLIENT'S RESPONSIBILITIES

Client agrees to provide to Consultant in a timely manner all available information, requirements, and limitations relevant to Consultant's performance of its Scope of Services, including, but not limited to, objectives, schedule, constraints and criteria, space requirements, flexibility, expandability, special equipment, systems, and site requirements. Client furnished information shall also include data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other

land use restrictions; and other special data. Consultant may rely on the accuracy of the Client's supplied information and use such information in the development of Consultant's Scope of Services. The accuracy of the Client's information is the Client's responsibility. Client shall update any information it provides if Client becomes aware of any changes in circumstances. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Client shall also notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in construction or design.

Client shall furnish right-of-way entry and continuous unimpaired access to the Project site for Consultant to perform its Scope of Services. Client shall also require all Utilities with facilities in the Client's right of way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

Where appropriate, Client shall endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work.

Client shall render decisions in a timely manner pertaining to documents submitted by Consultant to avoid unreasonable delay in the orderly and sequential progress of the Services, including acting promptly to approve all pay requests or requests for information by Consultant. Client shall furnish the services of other consultants when such services are requested by Consultant and are reasonably required by the scope of the Project.

Client shall designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services.

Client shall provide such legal, accounting and insurance counseling services as may be required and bear all costs incidental to compliance with the requirements of this article.

#### ARTICLE 6 - INDEMNIFICATION

To the fullest extent permitted by law, subject to the limitations set forth below in this Agreement, Client and Consultant shall indemnify and hold harmless the other and its respective directors, officers, employees, and representatives from and against all legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by the indemnitor's negligent acts, errors, or omissions. Neither party shall have a duty to defend the other party and no duty to defend is created by this Agreement.

#### ARTICLE 7 - LIABILITY LIMITATION

Client and Consultant have evaluated the parties' relative risks and benefits associated with this Project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of Consultant (and its employees and sub-consultants) to Client for all injuries, damages, claims, losses, or expenses (including attorney fees and expert fees) arising out of Consultant's services or this Agreement is limited to the greater of Consultant's project fee or \$50,000, and Client agrees to hold Consultant harmless for any liability more than such amount. This limitation shall apply regardless of available insurance coverage, cause(s), or the theories of liability, including, but not limited to, breach of contract, negligence, contribution, indemnity, or other remedies.

#### ARTICLE 8 - STANDARD OF CARE

Consultant will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions in the same locale. EXCEPT AS SPECIFICALLY STATED HEREIN, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### ARTICLE 9 - CONSEQUENTIAL DAMAGES

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

#### ARTICLE 10 - DISPUTE RESOLUTION

If a claim or dispute arises out of or relates to Consultant's Services or this Agreement, the parties shall attempt in good faith to settle such claim or dispute through direct discussions.

Any claim or dispute arising out of or related to Consultant's Services or this Agreement (except for collection procedures employed by Consultant and those waived or barred as provided elsewhere in this Agreement) that is not resolved by direct discussions shall be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Either party may file a request for mediation. Mediation shall be pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The Mediator shall be selected by the parties within fifteen (15) days of the request for mediation. Mediation shall proceed in advance of

legal or equitable proceedings, which shall be stayed pending the conclusion of mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Minneapolis, Minnesota.

Notwithstanding the foregoing, if a claim or dispute between the parties involves, relates to, or is the subject of a mechanic's lien or construction lien arising out of Consultant's Services, Consultant may proceed in accordance with applicable law to comply with all statutory requirements, including those related to lien notice and filing deadlines, prior to the commencement or conclusion of mediation or other form of alternative dispute resolution agreed to by the parties.

ARTICLE 11 - TERMINATION

Either party may terminate this Agreement for convenience and without cause upon twenty-one (21) calendar days written notice.

Either party may terminate this Agreement for cause upon ten (10) calendar days written notice for one or more of the following reasons:

1. The other party's material breach of this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the Project or Consultant's Services for more than thirty (30) calendar days, consecutive or aggregate; or
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the Project, or the failure of the parties to reach an agreement on compensation and/or scheduling adjustments necessitated by such changes.

In the event of termination of this Agreement by either party, regardless of the reason for termination, Client shall, within fifteen (15) days of termination, pay Consultant in full for all services rendered and costs incurred by Consultant up to the date of termination. Additionally, and notwithstanding any language in this Agreement to the contrary, within sixty (60) days of termination, Client shall reimburse Consultant for all expenses incurred by Consultant in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

ARTICLE 12 - INSURANCE

Consultant shall carry the following insurance:

Workers Compensation	Statutory
Employers Liability	\$1,000,000
General Liability	\$1,500,000 Each Occurrence/ \$1,500,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$3,000,000 Per Claim/ \$3,000,000 Annual Aggregate

General Liability shall name the Client as an additional insured. The insurer agrees to give thirty (30) days written notice in the event of cancellation by the insurer.

ARTICLE 13 - MISCELLANEOUS

A. WORK PRODUCT / DOCUMENT OWNERSHIP

Except as otherwise provided in Exhibit B (if applicable), the following shall apply to the ownership of documents and work product:

Unless Client requests otherwise, Consultant will provide its documents and materials both in a hard copy and in an electronic format. Because electronic documents may be modified intentionally or inadvertently, Client agrees that Consultant will not be liable for any losses or damages resulting from any change in an electronic document after Consultant transmits it to Client. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyright. If Client has paid Consultant in full for its Services, Client shall be permitted to retain copies, including reproducible copies, of Consultant's Instruments of Service for Client's information, reference and use in connection with the Project. Consultant's Instruments of Service shall not be used by the Client or others on other projects, for additions for this Project or for completion of this Project by others, except with Consultant's agreement in writing and with appropriate compensation to Consultant. In consideration of Client's use of Consultant's Instruments of Service, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its directors, officers, agents, and employees from all claims arising out of the reuse or misuse of such Instruments of Service. Under no circumstances shall transfer of the Consultant's Instruments of Service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

The Consultant agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

**B. HAZARDOUS MATERIALS**

Client represents to Consultant that no hazardous materials exist at the Project site. If there are hazardous materials at the Project site, the Client must inform Consultant of the type, quantity, and location of such hazardous materials. If hazardous materials are discovered at the Project site then Consultant will notify the Client and, to the extent required by law, notify the appropriate governmental authority. If Consultant or any other entity encounters hazardous materials at the Project site then Consultant may without any liability to Client or any other entity suspend services until such time as Client retains the appropriate entities to identify and (as appropriate) abate, remediate, or remove the hazardous material. Client agrees that Consultant has been retained to perform professional services and shall not be required to become an arranger, operator, generator, or transporter of hazardous material (as defined by law). Client hereby agrees to indemnify and hold harmless Consultant for all claims losses and damages arising out of the existence of hazardous materials on the Project site.

**C. UNDERGROUND UTILITY AND STRUCTURE CLEARANCE**

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

**D. THIRD-PARTY RELIANCE**

All Services provided by Consultant are for Client's and Consultant's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended to benefit any third party.

**E. CONSTRUCTION SERVICES**

If requested by Client in the Scope of Services or AAS, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. Consultant does not guarantee the performance of, and shall have no responsibility for, the acts, errors or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job site safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an additional service. Consultant and Client shall then enter into an AAS detailing the terms and conditions of the requested project observation.

**F. SUBMITTALS AND PAY APPLICATIONS**

If the Scope of Services includes the Consultant reviewing and certifying the amounts due the contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the contractor's work has progressed to the point indicated and that the quality of the work is in general accordance with the documents issued by the Consultant. The issuance of a certificate for payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Client to substantiate the contractor's right to payment, or (4) ascertained how or for what purpose the contractor has used money previously paid on account of the contract sum. Contractor shall remain exclusively responsible for its work.

If the Scope of Services includes Consultant's review and approval of submittals from the contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

**G. JOB SITE SAFETY**

Neither the Services of Consultant, nor the presence of Consultant at the construction/Project site, shall relieve Client, general contractor(s), or subcontractor(s) of any of their responsibilities or duties to perform the work in strict accordance with the contract documents and to comply with all health and safety precautions required by any regulatory agency. Consultant does not have

authority or responsibility to control any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that contractors and subcontractors are solely responsible for job site safety and warrants that this intent shall be carried out in Client's contracts with contractors. Client also agrees that Client and its contractor(s), jointly and severally and to the fullest extent permitted by law, shall indemnify and hold harmless Consultant and its employees against any liability related to health, injury, or job site safety.

H. OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that that proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of probable construction costs and Client expressly waives any claims related to the accuracy of opinions of probable construction costs. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator as part of its Project responsibilities.

I. FORCE MAJEURE

To the extent any time for performance applies, the affected party shall not be responsible for any delays due to federal, state or municipal actions or regulations, acts of foreign governments, strikes or other labor shortages, equipment or material delays or shortages, delays in issuing applicable permits, acts or omissions of the other party, inclement weather, pandemic, acts of the public enemy, fires, floods, riots, embargos, other acts of God, government shutdown, unforeseen site conditions or any other events or causes beyond the control of Consultant.

J. HEADINGS

The headings used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part hereof.

K. ASSIGNMENT

Client may not assign this Agreement without the written consent of Consultant.

L. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written agreements and understandings.

M. GOVERNING LAW

The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Project is located.

N. MODIFICATIONS

This Agreement may be modified only by a written instrument executed by both parties.

O. WAIVER

No delay or failure by either party to exercise any right or remedy under this Agreement, and no partial or single exercise of a right or remedy, will waive that or any other right or remedy.

P. SEVERABILITY

Any invalidity or unenforceability of all or part of a provision of this Agreement shall be severable and shall not affect the validity or enforceability of the remaining part of that provision or other provisions.

Q. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together which shall constitute one and the same agreement. Signatures on this Agreement that are transmitted by fax, email or other electronic means shall be valid and binding.

R. NO PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

- S. LIEN NOTICE – APPLICABLE TO PRIVATE PROJECTS IN MINNESOTA  
ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

- T. GENERAL LIEN NOTICE - APPLICABLE TO PRIVATE PROJECTS IN LOCATIONS OTHER THAN MINNESOTA TO THE EXTENT PERMITTED BY APPLICABLE LAW, AS A PARTY SUPPLYING LABOR OR MATERIALS FOR IMPROVEMENT TO PROPERTY, WE MAY FILE A LIEN AGAINST YOUR PROPERTY IF WE ARE NOT PAID IN ACCORDANCE WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the day and year first above written.

**CITY OF HASTINGS**

**WSB LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Exhibit A****I. Scope of Services**

An abbreviated outline of the scope of services is listed below.

1. WATER TREATMENT PLANT NO. 1 (WTP NO. 1)
  - A. Design
  - B. Bidding
2. WATER TREATMENT PLANT NO. 2 (WTP NO. 2)
  - A. Design
  - B. Bidding
3. WATER TREATMENT PLANT NO. 3 (WTP NO. 3)
  - A. Design
  - B. Bidding
4. VETERANS HOME WATER SYSTEM INTERCONNECT
  - A. Design
  - B. Bidding

The attached "Detailed Scope of Services" page lists subtasks for Tasks 1 through 4.

The attached "Project Schedule" page depicts the anticipated schedule for Tasks 1 through 4.

**II. Compensation**

Compensation for the scope of services will be rendered on an hourly basis not to exceed the amount of \$2,992,166, as detailed below.

1. WATER TREATMENT PLANT NO. 1 (WTP NO. 1)		
	<u>Design</u>	\$756,726
	<u>Bidding</u>	\$39,591
	Total .....	\$796,317
2. WATER TREATMENT PLANT NO. 2 (WTP NO. 2)		
	<u>Design</u>	\$1,064,876
	<u>Bidding</u>	\$45,042
	Total .....	\$1,109,918
3. WATER TREATMENT PLANT NO. 3 (WTP NO. 3)		
	<u>Design</u>	\$888,654
	<u>Bidding</u>	\$43,076
	Total .....	\$931,730
4. VETERANS HOME WATER SYSTEM INTERCONNECT		
	<u>Design</u>	\$138,356
	<u>Bidding</u>	\$15,846
	Total .....	\$154,202
	<b>TOTAL.....</b>	<b>\$2,992,167</b>

**III. Assumptions**

1. Subconsultant fees account for approximately 20% of the total estimated fee.
2. The estimated fees include coordination of rapid small scale column testing (RSSCT) of GAC media and other water quality analysis, but they do not include the outside laboratory costs for the testing itself. The additional laboratory fees are not expected to exceed \$50,000 per WTP.
3. Costs associated with vehicle mileage, correspondence, office equipment, and mailing are included in the hourly billing rates and will not be charged separately as reimbursable expenses. The total estimated fee will not be exceeded without prior authorization.

**IV. Exclusions**

**IX-01**

1. Funding assistance is currently limited to technical expertise and materials for staff use. However, attendance at funding discussions or other additional funding assistance can be provided on an hourly basis if requested.

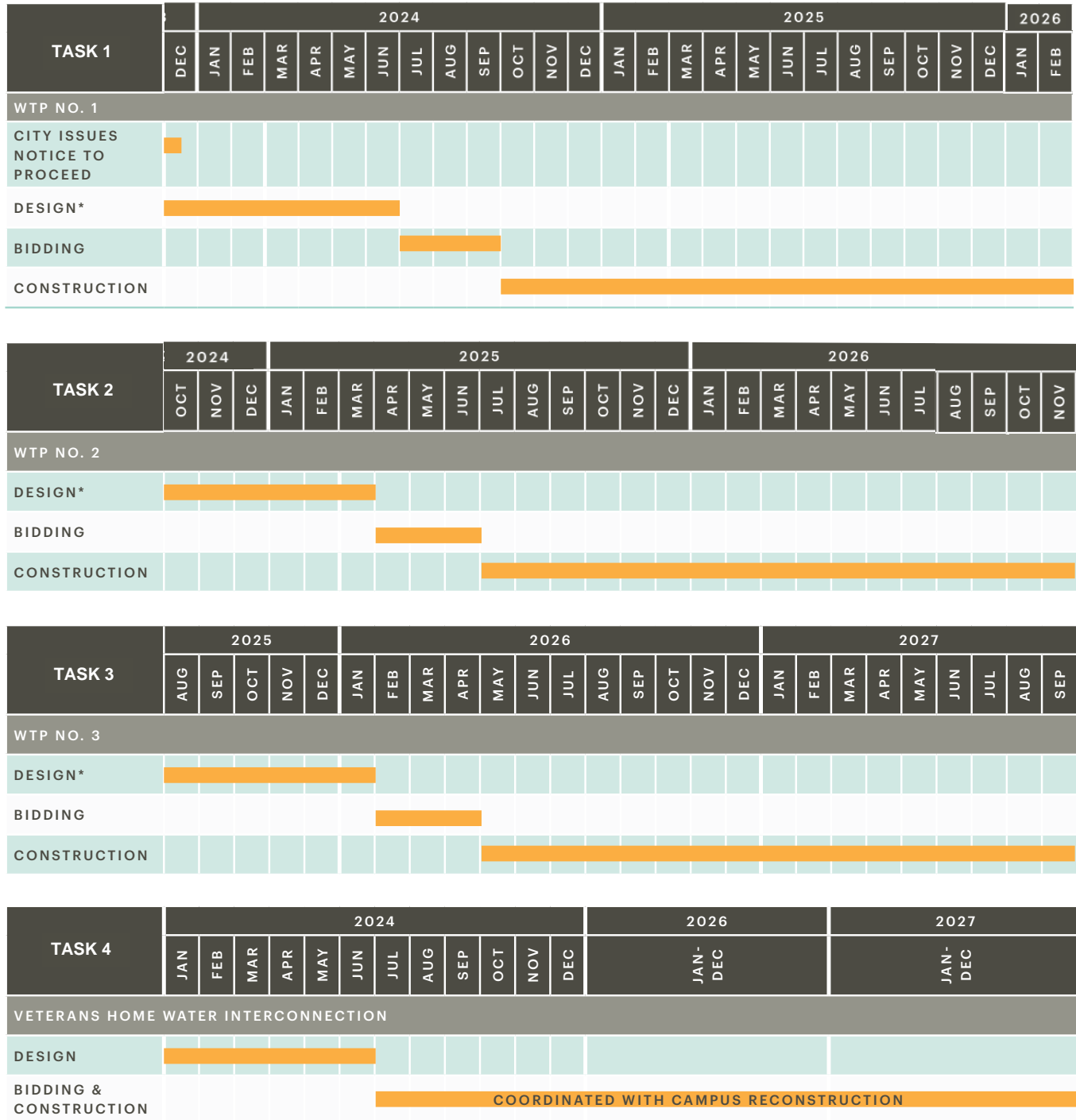
# Detailed Scope of Services



TASKS 1-3	TASK 1 - WATER TREATMENT PLANT NO. 1 (WTP NO. 1)
	TASK 2 - WATER TREATMENT PLANT NO. 2 (WTP NO. 2)
	TASK 3 - WATER TREATMENT PLANT NO. 3 (WTP NO. 3)
<b>A</b>	<b>DESIGN PHASE</b>
A.1	Kick-off meeting with City staff to confirm overall objectives.
A.2	Kick-off meeting with design team at WSB.
A.3	Coordinate rapid small scale column test (RSSCT) of GAC media with an outside laboratory.*
A.4	Complete topographical site survey.
A.5	Obtain all required geotechnical evaluations (6 soil borings and geotechnical report).
A.6	Provide wetland delineation.
A.7	Prepare SWPPP Plan.
A.8	Complete preliminary design (site layout, site utilities sizing, sanitary sewer capacity).
A.9	Prepare plans and specifications for 12-inch raw watermain.
A.10	Attend up to three (3) virtual design progress meetings with City Staff during final design process to address any outstanding issues, to coordinate plan and specification reviews, and to review the project schedule for the 30%, 60%, 90%, and Final plans and specifications.
A.11	Apply for and secure all required permits from regulatory agencies.
A.12	Prepare and present 30% plans to City Council to obtain input on accommodations for educational tours, acceptable design aesthetics, and construction materials.
A.13	Prepare and present Final plans and specifications to City Council for approval and authorization to advertise bids.
A.14	Structural (Design Tree)
A.15	Architectural (Oertel Architects)
A.16	Mechanical (Design Tree)
A.17	Electrical (Design Tree)
<b>B</b>	<b>BIDDING PHASE</b>
B.1	Prepare and publish advertisements for bids in accordance with applicable State laws pertaining to competitive bids.
B.2	Publish and administer advertisements for bids on QuestCDN.
B.3	Receive and respond to questions from plan holders.
B.4	Conduct bid opening on QuestCDN.
B.5	Check bids for errors and omissions.
B.6	Tabulate all bids and provide tabulation to the City.
B.7	Provide a letter of recommendation for awarding the bid.
B.8	Structural (Design Tree)
B.9	Architectural (Oertel Architects)
B.10	Mechanical (Design Tree)
B.11	Electrical (Design Tree)

TASK 4	TASK 4 - VETERANS HOME WATER SYSTEM INTERCONNECT
<b>A</b>	<b>DESIGN PHASE</b>
A.1	Kick-off meeting with City staff to confirm overall objectives.
A.2	Kick-off meeting with design team at WSB.
<del>A.3</del>	
A.4	Complete topographical site survey.
A.5	Obtain all required geotechnical evaluations (15 soil borings and geotechnical report).
A.6	Provide wetland delineation.
A.7	Prepare SWPPP Plan.
A.8	Complete preliminary design (watermain layout and sizing, PRV sizing).
<del>A.9</del>	
A.10	Attend up to three (3) virtual design progress meetings with City and Veterans Home Staff during final design process to address any outstanding issues, to coordinate plan and specification reviews, and to review the project schedule for the 30%, 60%, 90%, and Final plans and specifications.
A.11	Apply for and secure all required permits from regulatory agencies.
A.12	Prepare and present 30% plans to City and Veterans Home Staff.
A.13	Prepare and present Final plans and specifications to City Council for approval and authorization to advertise bids.
<del>A.14</del>	
<del>A.15</del>	
<del>A.16</del>	
<del>A.17</del>	
<b>B</b>	<b>BIDDING PHASE</b>
B.1	Prepare and publish advertisements for bids in accordance with applicable State laws pertaining to competitive bids.
B.2	Publish and administer advertisements for bids on QuestCDN.
B.3	Receive and respond to questions from plan holders.
B.4	Conduct bid opening on QuestCDN.
B.5	Check bids for errors and omissions.
B.6	Tabulate all bids and provide tabulation to the City.
B.7	Provide a letter of recommendation for awarding the bid.
<del>B.8</del>	
<del>B.9</del>	
<del>B.10</del>	
<del>B.11</del>	

# Project Schedule



\* If an IX pilot study becomes necessary, the design schedule above will need to be extended by 3 to 6 months.

## 2024 Rate Schedule



	Billing Rate/Hour
SR. PRINCIPAL   SR. ASSOCIATE	\$249 – \$265
PRINCIPAL   ASSOCIATE	\$184 – \$237
SR. PROJECT MANAGER   SR. PROJECT ENGINEER	\$184 – \$237
PROJECT MANAGER   PROJECT MANAGER ASSISTANT	\$90 – \$180
PROJECT ENGINEER   GRADUATE ENGINEER	\$108 – \$179
ENGINEERING TECHNICIAN   ENGINEERING SPECIALIST	\$72 – \$177
LANDSCAPE ARCHITECT   SR. LANDSCAPE ARCHITECT	\$82 – \$172
ENVIRONMENTAL SCIENTIST   SR. ENVIRONMENTAL SCIENTIST	\$73 – \$170
PLANNER   SR. PLANNER	\$85 – \$177
GIS SPECIALIST   SR. GIS SPECIALIST	\$82 – \$177
CONSTRUCTION OBSERVER	\$110 – \$143
SURVEY	
Survey Office Technician	\$128 – \$159
Drone Pilot	\$186
One-Person Crew	\$186
Two-Person Crew	\$250
OFFICE TECHNICIAN	\$64 – \$140

Costs associated with word processing, cell phones and reproduction of common correspondence are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.