CITY OF WASILLA
ALASKA

Action Memorandum

AM No. 12-24: CONTRACT AWARD TO HDR ALASKA, INC. FOR LAKE LUCILE SPILLWAY DESIGN, PERMITTING AND CONSTRUCTION PHASE SERVICES ON A TIME AND MATERIALS BASIS IN AN AMOUNT NOT TO EXCEED $190,010.

Agenda of: June 25, 2012 **Date**: June 13, 2012
Originator: Public Works Director

Route to:	Department	Signature	Date
X	Public Works Director		6/13/12
X	Finance Director		6-13-12
X	Interim Deputy Administrator		6/14/12
X	City Clerk		6/14/12

REVIEWED BY MAYOR VERNE E. RUPRIGHT:

FISCAL IMPACT: ☒ yes ☐ No Funds Available FY2013 ☒ Yes or ☐ No

Account name/number: Lake Lucile Dam-State/110-4520-452.45-54
Attachments: HDR Proposal and Contract (19 pages)

SUMMARY STATEMENT: This contract award is being proposed in accordance with Wasilla Municipal Code 5.08.140 for sole source procurement. HDR Alaska, Inc. worked on this project for the Alaska Department of Fish & Game in 2003. HDR Alaska, Inc. produced the Lake Lucile Outlet Alternative Analysis report for the Department Fish & Game in 2003 that provided extensive study and research for the outlet structure. This contract is proposed as sole source based on the work HDR Alaska, Inc has already done on the project.

This project is being funded with an FY2013 State Legislative grant in the amount of $500,000. The grant will cover costs after July 1, 2012. Construction costs are estimated between $200,000 - $300,000. Therefore, the State is providing sufficient funding to cover design, permitting and construction cost.

STAFF RECOMMENDATION: Adopt AM No. 12-24.

Date:	6/25/14	Approved:	✓	Denied:		Initials:	KS	Comments:	

Archie Giddings

From: Billman, Dan <Dan.Billman@hdrinc.com>
Sent: Tuesday, June 12, 2012 10:27 AM
To: Archie Giddings
Cc: Hawley, Ted
Subject: Lucile Lake Spillway Permitting and Design
Attachments: 6.5.12 Lucille Lake Task Order 2 package.pdf; Wasilla MSA.pdf

In finishing up the proposal through the internal HDR review process Ted Hawley, the Anchorage HDR dams and permitting manager, pointed out to me that we have a Master Services Agreement (MSA) with the City of Wasilla. This agreement was signed last November and is being used for HDR to do a utility rate study for the City. Ted suggested this work could be done under that agreement and I reformatted out proposal and budget to find into it. Attached you will find a copy of the MSA and our proposal.

The proposal incorporates the changes you requested. It includes permit acquisition, surveying, and geotechnical evaluations. To prepare this proposal we assumed the lake level would remain unchanged, the property owner will grant access to do the work, the City will obtain all access easements, and the permitting agencies will require a provision for fish access into and out of the lake. We have also taken a conservative approach to our budget. This is based on a similar project at Lower Fire Lake where the issues of fish access and lake level brought out a great deal of public and agency interest. In that project lake level discussion and permit acquisition was a very long process and impacted all parts of our work. We plan to work with you to control the situation and keep the project on track.

I apologize for the delay in getting you these. Some of it was due to the change in the format to fit the MSA. However, the MSA should, if you choose to use it, allow us to be under contract as soon as the funds are available. Our staff and subs are available to start immediately when you issue a notice to proceed

Thank you again for the opportunity to propose on this work. If you have any questions please feel free to contact Ted or me.

Thank you

TASK ORDER

This Task Order pertains to an Agreement by and between City of Wasilla, ("OWNER"), and HDR Alaska, Inc. ("ENGINEER"), dated November 1, 2011, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: **2**
PROJECT NAME: **Lucille Lake Spillway Design**

PART 1.0 PROJECT DESCRIPTION: As described in ENGINEER's attached Task Order 2 Scope of Services dated June 5, 2012

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT: As described in ENGINEER's attached Task Order 2 Scope of Services dated June 5, 2012

PART 3.0 OWNER'S RESPONSIBILITIES: As described in ENGINEER's attached Task Order 2 Scope of Services dated June 5, 2012

PART 4.0 PERIODS OF SERVICE: As described in ENGINEER's attached Task Order 2 Scope of Services dated June 5, 2012

PART 5.0 PAYMENTS TO ENGINEER:
OWNER agrees to pay ENGINEER on a time and materials basis not to exceed **$190,010** without prior written authorization.

PART 6.0 OTHER: N/A

This Task Order is executed this _____ day of _____, 20___.

CITY OF WASILLA "OWNER"		HDR ALASKA, INC. "ENGINEER"	
BY:	_____	BY:	_____
NAME:	_____	NAME:	Mark Dalton
TITLE:	_____	TITLE:	Sr. Vice President
ADDRESS:	290 E. Herning Ave Wasilla, AK 99654	ADDRESS:	2525 C Street, Suite 305 Anchorage, AK 99503

Introduction

The Lucile Lake dam and spillway are located on Lucile Lake in Wasilla, Alaska south of the Parks Highway. The City of Wasilla (City) anticipates upgrading the Lucile Lake outlet control structure through the Lucile Lake Spillway Rehabilitation project. HDR Alaska, Inc. (HDR) hereby presents a proposed scope of services to assist the City in obtaining the permits and preparing a design and bid package for these improvements. This work will be performed as Task Order Number 2 under the Wasilla-HDR Multiple Services Agreement dated November 1, 2011.

Background

A document titled *Lake Lucile Outlet Alternatives Analysis* was prepared for the Alaska Department of Fish and Game (ADF&G) in July, 2003 to determine conceptual alternatives for dam improvements. The 2003 report recommended replacing the deteriorating wooden spillway with a sheet pile spillway. The 2003 report also offered two alternatives to address fish passage into the lake: (1) a fish access channel downstream of the existing spillway weir to improve fish passage, or (2) a rotary screen to obstruct fish passage.

The work conducted in 2003 did not include a dam classification, dam stability, or and seepage analyses. Previous efforts also did not include hydrological, survey, and geotechnical work necessary for design.

A conceptual spillway and channel layout was included in the 2003 report. That layout included the following features:

- Unchanged dam crest elevation.
- A primary spillway composed of a 25-foot long sheet pile weir with pile cap. The primary spillway was configured to concentrate low flows to assist with fish passage.
- No emergency spillway.

HDR attended a meeting on May 19, 2011 with Charlie Cobb, the State Dam Safety Engineer from the Alaska Department of Natural Resources (ADNR), and with Paul Cyr from the ADF&G to discuss the status of the dam. Mr. Cobb indicated that the dam is considered a hazard classification Class II, and stated that he thought that the sheet pile length should be increased from the 2003 recommendations, possibly doubled.

Goals of This Project

Under this project, HDR will prepare a design of the recommended sheet piling and fish access channel replacement to the existing dam spillway, and prepare permit applications for permits that are required for project design and pre-construction. The specific scope of services to be undertaken by HDR is detailed in the following Task descriptions.

Task 1 Kickoff Meeting and Project Management

1.1 Kickoff Meeting

HDR will review the previous relevant and readily available conceptual design work and correspondence. Following this review HDR will arrange and lead a project kickoff meeting with the City to be held at HDR's office in Wasilla. The agenda for the meeting will include an introduction of team members, discussion of contract administrative issues, verification of the project goals and schedule, and discussion of specific project issues.

1.2 Project Management

HDR's project management will include initial coordination of HDR staff at an internal kickoff meeting, contract administration, coordination of subconsultants, preparing and submitting monthly status reports and invoices to the City, project schedule and budget tracking, and quality control review of deliverable products.

Initial Assumptions:

1. The City will establish the design lake operating levels and inform HDR of these levels at the Kickoff Meeting.
2. The design of the spillway will be based on improved fish passage (rather than restricted).
3. Prior to the Kickoff Meeting, the City will confirm with ADF&G that improved fish passage at the spillway is preferable and acceptable to ADF&G Habitat Division and other resource permit agencies.

Task 2 Public Information

2.1 Homeowner Association Presentations

The City will organize and advertise for a single public meeting. For this meeting, HDR will provide the City with technical information on the lake level and spillway hydraulics, in the form of two (2) meeting presentation graphics. HDR will attend the meeting to answer technical questions about the proposed spillway replacement design.

Task 3 Design

3.1 Spillway Hydraulics

Using HEC-HMS software, HDR will prepare a computer model of the Lake Lucile watershed, and use that model to perform spillway hydrologic analyses to estimate the 100-year and 500-year flows.

HDR will develop a basis for the hydraulic design of the new spillway outlet structure using low, mean annual, and flood flows and perform spillway hydraulic analyses to size the spillway outlet configuration to maintain existing lake levels during these flows.

Hydraulics Assumptions:

HDR assumes that lake level data is currently available, that would provide a sufficient period of record of maximum annual lake levels to facilitate a Log Pearson III analysis.

3.2 Spillway Geotechnical Investigations and Analysis

HDR's geotechnical sub-consultant, Shannon and Wilson (S&W), will conduct geotechnical investigations and prepare geotechnical reports for this project as described in the following subtasks. HDR will coordinate with S&W, and review geotechnical results before presenting to the City and proceeding with designs.

3.2.1 Subsurface Explorations

S&W will advance three borings to approximately 40 feet below existing ground surface (bgs). Two of the borings will be positioned on either side of the existing spillway, and the remaining boring will be placed adjacent to the existing building structures south of the spillway. S&W will conduct utility locates to identify potential conflicts with buried pipes or cables.

Upon receipt of authorization from the City and HDR, S&W will subcontract with a local drilling contractor for a drill rig and crew to conduct the field explorations. The contractor will mobilize a track-mounted, mud rotary drilling rig to advance the borings. Note that mud rotary drilling can leave drilling mud residue on the ground surface immediately after drilling. The drilling subcontractor will work to containerize and control the drill cuttings to the extent practicable and dispose of the materials off site. However, drill sites may contain some visible evidence of drilling activity immediately following these activities.

In each boring, Standard Penetration Test (SPT) drive samples will be taken at 2.5-foot intervals to 10-feet and at 5-foot intervals thereafter. If soft, fine-grained soils are encountered, S&W will collect relatively undisturbed samples using a thin-walled sampling tube (Shelby Tube) to facilitate strength testing. Samples will be classified in the field and then placed in moisture tight containers for transportation to S&W's Anchorage soils laboratory. After completion of the borings, we will insert 1-inch PVC riser pipe casings into the borings and backfill with cuttings to facilitate groundwater level measurements after drilling. An experienced S&W geology or engineering staff member will be present during the field work to observe the drilling, collect samples, and prepare a descriptive log for each hole.

3.2.2 Existing Structure Evaluations

S&W will conduct an evaluation of the existing buildings within 200-feet of the spillway to establish a general baseline condition prior to construction. The evaluation will consist of interviews with the building owners and a review of available information regarding the foundation types of each building. Additional observations will be made regarding the general condition of the buildings with respect to the presence of distress that is potentially related to settlement (such as cracking of interior and exterior walls, uneven roof lines, foundation and/or floor slab cracking, etc.). This baseline information will be used to develop a monitoring program to be specific to be undertaken during construction of the new spillway.

Upon completion of the structure evaluations, S&W will prepare a brief summary letter that documents observations and evaluation results.

3.2.3 Laboratory Testing

Laboratory tests will be performed on soil samples to confirm visual classifications and determine the index properties of the sampled soils. S&W will test selected samples for natural water content and particle-size gradation. The water content tests will be run on each sample recovered, and grain size tests will be run on samples representative of the range of materials encountered in the field borings. S&W will also conduct permeability tests on several representative samples collected from the borings. If fine grained soils are sampled with Shelby Tubes, S&W will conduct unconfined compressive strength testing as appropriate. S&W will, however, plan to adjust the types of tests and the testing program based on the actual conditions encountered. ASTM standard procedures will be followed for the soils testing.

3.2.4 Geotechnical Engineering and Report

Upon completion of the field program and laboratory testing, S&W will prepare a geotechnical report presenting the results of the geotechnical studies. S&W's report will include a summary of the field efforts including tabulated field and lab testing results, boring logs, and laboratory test results. Along with the basic project summary information, S&W's report will also present narrative descriptions of the subsurface conditions encountered. S&W will develop, and present in their report, recommendations for the sheet pile spillway structure to include vertical and horizontal sheet pile embedment to resist piping and lateral loading. S&W's sheet pile recommendations will be based on lateral loading and seepage analyses for the pile structure supported by the results of our explorations and laboratory testing. S&W will also develop seismic design criteria for the proposed structure. In addition, S&W's report will also include recommendations to be used to monitor and/or protect existing structures around the site from construction-related vibrations. S&W's report will be prepared under and sealed by an Alaska-registered civil engineer experienced in geotechnical engineering. S&W will submit four copies of the final geotechnical report to HDR.

Geotechnical Assumptions:

S&W assumes that the City will coordinate with the owners of the surrounding properties and developments for location of private underground utilities, if present. S&W also assumes that the City will coordinate with the surrounding property owners to gain permission to access the property and conduct subsurface investigations as proposed.

3.3 Surveying

HDR's surveying sub-consultant, CRW Engineering Group (CRW), will perform surveying and mapping of the dam and adjacent area at the west end of Lake Lucile. HDR will coordinate with CRW, and review survey data before presenting to the City and/or proceeding with designs.

The surveying project area will extend approximately 50-feet on either side of the dam along the bank, and approximately 100-feet downstream of the dam.

CRW's surveying tasks include: establish horizontal and vertical control; survey property boundaries; collect topographic data; survey as-built conditions of the existing dam structure; locate existing bank improvements; approximate ordinary high water; develop a cross section of the creek and lake near the dam; document utility location data (from the geotechnical locates); and document the locations of S&W's soil borings.

CRW will provide to HDR a base map showing collected survey data and contours at 1-foot intervals. CRW will also provide a survey control sheet signed by an Alaska-RLS. The drawing will be provided to HDR in AutoCAD Civil 3D format.

Surveying Assumptions:
CRW will establish temporary bench marks (TBMs) for project survey control for design and construction. The project horizontal control will be a local coordinate system tied to the Alaska State Plane coordinate system. The project vertical datum will be an assumed elevation, tied to a project temporary bench mark (TBM) for use in project construction. The survey vertical control will not be tied to the local vertical datum.

3.4 Plans, Specifications & Estimate 50% Draft Submittal
HDR will produce 50% draft construction drawings for the project, based on hydraulic analyses, geotechnical results, and surveys described in Tasks 3.1 through 3.3.

Design Assumptions:
1. The design will be for a primary spillway constructed of sheet piling.
2. No emergency spillway will be designed.
3. The design includes a fish passage outlet channel downstream of the spillway.
4. ADNR Dam Safety will not require a seepage or seismic stability evaluation.
5. Aerial photography that is representative of current onsite conditions is available and will not need to be purchased by HDR.

Ten (10) construction drawings are anticipated for the project, as follows:
- Cover.
- Key map and general notes.
- Legend and abbreviations.
- Survey control and construction limits.
- Demolition, dewatering, and access plan.
- Plan and profile (1 drawing).
- Sections and details (4 drawings).

Draft special provisions and new technical specification sections will be prepared to guide the construction project. Specifications for the project will be based on the current Municipality of Anchorage Standard Specifications (MASS).

A cost estimate will be developed from collected bid tabulations and discussions with area suppliers and contractors. Cost estimates will follow bid proposal format.

One set of 50% draft plans, specifications, and engineer's (PS&E) will be submitted to the City for review in PDF format. In addition to performing the design review, the City will produce and submit copies of the 50% draft plans and specs to area utilities and other interested parties, and collect and collate comments. HDR will incorporate the review comments into the 95% draft submittal documents.

HDR will define construction limits and access needs for use by the City to obtain access permits, temporary construction permits, and easements for data gathering and construction.

3.5 Plans, Specifications & Estimate 95% Draft Submittal
Based on 50% draft review comments received from the City, HDR will produce 95% construction drawings, specifications, and a cost estimate for the project.

One set of 95% draft plans, specifications, and engineer's (PS&E) will be submitted to the City for review in PDF format. . In addition to performing the design review, the City will produce and submit copies of the draft plans and specs to area utilities and other interested parties, and collect and collate comments. HDR will incorporate the review comments into the 100% final submittal documents.

3.6 Plans, Specifications & Estimate 100% Final Submittal
Based on 95% draft review comments received from the City, HDR will produce 100% construction drawings, specifications, and a cost estimate for the project..

HDR will provide one full size set of signed, 22"x34" Mylar drawings and a PDF copy of the drawings. Special provisions, bid schedule and engineer's estimate will be provided electronically.

Bid set printing will be done by the City.

Task 4 Permitting Assistance

HDR will prepare the following permit applications and assist in the permitting process as detailed in this section. The City will submit all permit applications to the governing regulatory agencies.

4.1 ADF&G Fish Habitat Permit
HDR will assist the City in obtaining an ADF&G Fish Habitat permit by preparing a Title 16 Permit Application and supporting figures. HDR will provide the City with a copy of the draft permit application for their review and make one round of revisions to the permit applications per the City's comments.

HDR will also provide the City with a written response to one round of ADF&G comments that they may have on the Title 16 Fish Habitat Permit Application.

4.2 USCOE Section 404 Permit and Alaska Department of Environmental Conservation (ADEC) Section 401 Clean Water Certification
Two HDR staff will conduct one day of field work at the project site for the purposes of completing a preliminary jurisdictional determination (PJD) to identify "waters of the United States," or "navigable waters of the United States," or both, that are either present or absent within the project area. HDR will develop a PJD report, provide the City with a draft copy of the report for review, and address one round of comments.

HDR will complete a Section 404 Permit Application along with supporting permit application figures. HDR will provide the City with a draft copy of the Section 404 Permit Application for review, and address one round of comments on the permit application.

HDR will provide the City with draft responses to a request for additional information from the USACE and ADEC along with draft responses to comments received during public notice period for the Section 404 Permit Application. After City review, HDR will prepare final responses.

HDR will coordinate with the USACE and ADEC on the Section 404 Permit Application to help facilitate the issuance of a Section 404 Permit and 401 Certification. This agency coordination will include one meeting with the USACE and other resource agencies to discuss the proposed project and address informational needs related to permit issuance.

HDR will develop a mitigation plan to compensate for unavoidable impacts to wetlands that may be caused by the project. The mitigation ratio for offsetting unavoidable impacts to wetlands will be established by the USACE during the permitting process and is predominantly based on the functionality of the wetlands impacted. As part of the project mitigation plan and in coordination with the City, HDR will complete a wetland functional assessment using the USACE Wetland Functions Data Forms (USACE RGL ID No. 09-01)[1] based on professional judgment and provide a recommendation for compensatory mitigation for the USACE to consider in their determination of any mitigation that may be required. The project mitigation plan will also include a description of the project purpose, avoidance and minimization measures, known construction methods, project timing, plans to control invasive plan species, and known erosion and sediment control measures that will be employed during construction.

4.3 Alaska Department of Natural Resource Dam Safety Certificate of Approval to Modify a Dam

HDR will prepare for City submittal an ADNR Dam Safety Permit to Modify a Dam.

If, during the permitting process, additional studies are requested by ADNR Dam Safety, these studies may be performed at the direction of the City, and will be done as additional service to this contract. An operations and maintenance manual, emergency action plan, or periodic safety inspection would also be additional services to this contract.

4.4 Mat-Su Borough Flood Hazard Permit

HDR will complete a MSB Flood Hazard Permit Application along with supporting permit application figures. HDR will provide the City with a draft copy of the Flood Hazard Permit Application for review and address one round of comments that the City provides on the permit application.

HDR will provide the City with draft responses to a request for additional information from the MSB for the Flood Hazard Permit Application. After City review, HDR will prepare final responses.

HDR will coordinate with the MSB on the Flood Hazard Permit Application to help facilitate permit issuance. This agency coordination will include one meeting with the MSB (this meeting is included in the agency meeting of Task 4.2).

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[1] Alaska Regulatory Guidance Letter, RGL ID No. 09-01. 2009. Subject: Alaska District implementation of the Federal Rule on Compensatory Mitigation: Compensatory Mitigation for Losses of Aquatic Resources; Final Rule (33 CFR Parts 325 and 332), Dated April 10, 2008

4.5 ADNR Temporary Water Use Permit

HDR will assist the City in obtaining an ADNR Temporary Water Use Permit by preparing a Temporary Water Use Permit Application and supporting figures. HDR will provide the City with a copy of the draft permit application for their review and make one round of revisions to the permit applications per the City's comments.

HDR will provide a response to ADNR comments that they provide on the Temporary Water Use Permit Application.

Permitting Assumptions for tasks 4.1 through 4.5:

1. The City will obtain all required access permits, temporary construction permits, and easements to cover field investigations and construction.
2. Either the City or the Contractor will prepare applications for and obtain permits for construction, other than those specifically listed herein that HDR is assisting with.
3. The ADEC 401 Clean Water Certification will occur concurrently with the 404 permitting process and no application is necessary.
4. The mitigation plan and function assessment are limited to the spillway and downstream channel and will be 2 pages in length each.
5. If mitigation is required, HDR assumes that the City prefers to use an in-lieu fee payment to a local mitigation bank to offset unavoidable wetlands impacts that may result from the project.
6. Background documentation required to be submitted with the Certificate of Approval to Modify a Dam will be met either through work already completed during the design study report or as normally done through the design process.
7. Construction will be during the normal ADF&G in water work window.
8. The permitting process will follow normal standards for review and approval, and will not be delayed by lawsuits or other circumstances out of the norm.

Task 5 Bid Phase Assistance

5.1 Bid Phase

HDR will participate in one pre-bid conference in Wasilla. A maximum of three addenda to the contract will be prepared, if required. HDR will review the submitted bids for completeness and clarity.

Task 6 Construction Phase Services

6.1 Construction Oversight Services

Upon the City's request, this Scope of Services may be amended to include construction engineering and inspection services.

Schedule

HDR will complete the scope of services for this project in accordance with the following schedule.

Task	Start	End	Comments
NTP	July 16, 2012		
1 Kickoff Meeting and Project Management	July 16	Through project closure	July 20 Kick off meeting in Wasilla
2 Public Information	Week of August 20		As scheduled by the City
3 Design	July 23	November 15	Geotechnical and survey contingent on access. Final design contingent on permit stipulations.
4 Permit Assistance	July 23	November 15	Assumes Section 404 Individual Permit process takes 90 days from application submittal and that ADF&G Fish Habitat permit is non controversial. Expected permit submittal August 17, 2012.
5 Bid Phase	As required		
6 Construction Phase Assistance	Spring 2013		Services as requested by the City

Schedule Assumptions:

1. NPT will be issued July 16, 2012.
2. Public meeting will be held as scheduled by the City
3. Geotechnical investigation and surveying access will be acquired by the City and be available for use after July 23, 2012.
4. City design reviews will take 5 working days.
5. Section 404 Individual permit process will take 90 days from application submittal. The process will be non-controversial with limited public and agency comments.
6. ADF&G Habitat Permit will not require extensive negotiations and not require mechanism in the spillway to stop fish out migration from the lake.
7. Construction Phase Services will be an amendment to this contract.

Team

HDR's team will be led by Bob Butera, HDR's Project Manager. Bob will be the primary point of contact for the duration of the project. Other HDR staff will work on this project as assigned.

City of Wasill
Lucile Lake Spillway

		Butera	Billman	McLarnon	Blair, Spencer	Forest	Krivanec	Beebee, Annandale, Heyworth	Be
Lucile Lake Spillway Design		**HDR LABOR HOURS**							
		Project Manager	**Sr. Civil QC**	**Sr. Permitter**	**Env. Scientist**	**Hydraulics QC**	**Geotech QC**	**Civil EIT/Drafter**	
Project Task		$174	$206	$153	$115	$258	$229	$138	
Task 1 - Kickoff Meeting and Project Management									
1.1	Kickoff Meeting with the City	8							
1.2	Project Management	40		2	2	2	2	2	
Task 1 Totals		**48**	**0**	**2**	**2**	**2**	**2**	**2**	
Task 2 - Public Involvement									
2.1	Homeowner Association Presentations	8		8				8	
Task 2 Totals		**8**	**0**	**8**	**0**	**0**	**0**	**8**	
Task 3 - Design									
3.1	Spillway Hydraulics	8				4		60	
3.2	Spillway Geotechnical	4					20	8	
3.3	Surveying	4			8			8	
3.4	Plans, Specifications & Estimate 50% draft submittal	40	6					100	
3.5	Plans, Specifications & Estimate 95% draft submittal	20	8					40	
3.6	Plans, Specifications & Estimate 100% final submittal	8	2					20	
Task 3 Totals		**84**	**16**	**0**	**8**	**4**	**20**	**236**	
Task 4 - Permitting Assistance									
4.1	ADF&G Fish Habitat Permit	2	2	16	60			12	
4.2	USACE Section 404 Permit and ADEC Section 401 Clean Water Certification	2	2	24	96			32	
4.3	ADNR Dam Safety Certificate of Approval to Modify a Dam	8	2	8	4		8	8	
4.4	MSB Flood Hazard Permit	2	2	12	48	8		8	
4.5	ADNR Temporary Water Use Permit	2	2	4	40			4	
Task 4 Totals		**16**	**10**	**64**	**248**	**8**	**8**	**64**	
Task 5 - Bid Phase Assistance									
5.1	Bid Phase Assistance	8						8	
Task 5 Totals		**8**	**0**	**0**	**0**	**0**	**0**	**8**	
	Labor Hour Subtotal	**164**	**26**	**74**	**258**	**14**	**30**	**318**	
	Cost Subtotal	**$ 28,536**	**$ 5,356**	**$ 11,322**	**$ 29,670**	**$ 3,612**	**$ 6,870**	**$ 43,884**	**$**

City of Wasilla
ıcile Lake Spillway Design

Beebee, Annandale, Heyworth | Begier | Bailey

									Other Direct Costs						
)C	Civil EIT/Drafter	Clerical	Accounting	Hours	Labor	Subconsultants		Subconsultant	Travel Mileage	Technology Charge	Document Prints	Express Mail	ODC	Cost
	$138	$98	$81	Subtotal	Cost	S&W	CRW	Subtotal					Subtotal	
									EA	$3.70	$0.53	EA		
				8	$1,392					$30				$1,422
	2		16	66	$10,042				$60	$244				$10,346
	2	**0**	**16**	**74**	**$11,434**	**$0**	**$0**	**$0**	**$60**	**$274**	**$0**	**$0**	**$334**	**$11,768**
	8	2		26	$3,916				$60	$96	$26			$4,098
	8	**2**	**0**	**26**	**$3,916**	**$0**	**$0**	**$0**	**$60**	**$96**	**$26**	**$0**	**$182**	**$4,098**
	60			72	$10,704				$60	$266				$11,030
	8			32	$6,380	$35,517				$118				$42,016
	8			20	$2,720		$15,257		$150	$74				$18,201
	100	16		162	$23,564					$599	$105			$24,268
	40	8		76	$11,432					$281	$105			$11,818
	20	4		34	$4,956					$126	$200	$42		$5,324
	236	**28**	**0**	**396**	**$59,756**	**$35,517**	**$15,257**	**$50,774**	**$210**	**$1,465**	**$410**	**$42**	**$2,127**	**$112,657**
	12	4		96	$12,156					$355	$53	$21		$12,585
	32	4		160	$20,280				$60	$592	$53	$21		$21,006
	8	4		42	$6,816					$155	$53			$7,024
	8	4		84	$11,676					$311	$53	$21		$12,060
	4	4		56	$6,916					$207	$53	$21		$7,197
	64	**20**	**0**	**438**	**$57,844**	**$0**	**$0**	**$0**	**$60**	**$1,621**	**$263**	**$84**	**$2,027**	**$59,871**
	8			16	$2,496				$60	$59				$2,615
	8	**0**	**0**	**16**	**$2,496**	**$0**	**$0**	**$0**	**$60**	**$59**	**$0**	**$0**	**$119**	**$2,615**
30	**318**	**50**	**16**	**950**	**-**	**-**	**-**		**-**	**-**		**-**		**-**
70	**$ 43,884**	**$ 4,900**	**$ 1,296**	**-**	**$135,446**	**$35,517**	**$15,257**	**$50,774**	**$450**	**$3,515**	**$699**	**$126**	**$4,790**	**$191,010**

MULTIPLE PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this 1st day of November, 2011, between City of Wasilla, hereinafter referred to as "OWNER", and HDR Alaska, Inc., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.

1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.

1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached Exhibit "B" "HDR Alaska, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached Exhibit "B" "HDR Alaska, Inc. Terms and Conditions for Professional Services."

SECTION IV. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

The "HDR Alaska, Inc. Terms and Conditions for Professional Services," which are attached hereto as Exhibit "B", are incorporated into this Agreement by this reference.

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

CITY OF WASILLA
"OWNER"

BY: _____

NAME: VERNE RUPRIGHT

TITLE: MAYOR

ADDRESS: 290 E. HERMING AVE
WASILLA, AK

HDR ALASKA, INC.
"ENGINEER"

BY: _____

NAME: MARK R. DALTON

TITLE: SVP

ADDRESS: 2525 C Street, Suite 305
Anchorage, AK 99503-2632

EXHIBIT A

TASK ORDER

This Task Order pertains to an Agreement by and between City of Wasilla, ("OWNER"), and HDR Alaska, Inc. ("ENGINEER"), dated November 1, 2011, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: _____
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

_____

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

_____

PART 3.0 OWNER'S RESPONSIBILITIES:

_____

PART 4.0 PERIODS OF SERVICE:

_____

PART 5.0 PAYMENTS TO ENGINEER:

_____

PART 6.0 OTHER: _____

This Task Order is executed this _____ day of _____, 20___.

CITY OF WASILLA "OWNER"		HDR ALASKA, INC. "ENGINEER"	
BY:	_____	BY:	_____
NAME:	_____	NAME:	Mark Dalton
TITLE:	_____	TITLE:	Sr. Vice President
ADDRESS:	290 E. Herning Ave Wasilla, AK 99654	ADDRESS:	2525 C Street, Suite 305 Anchorage, AK 99503

EXHIBIT B

HDR Alaska, Inc.
Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE
   The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY
   ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of $250,000; Automobile Liability insurance of $1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of $1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of $1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)
   Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES
   ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW
   This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION
   OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

   OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

   In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS
   OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best

of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of $50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.