

**Agreement Between City of Rapid City and HDR Engineering, Inc. Bidding and Construction Services for the 2020 Miscellaneous Improvements Projects, General Civil Projects**

**Project No. 20-2605 / CIP No. 51132.1**

AGREEMENT made September 21, 2020, 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 Bidding and Construction services for the 2020 Miscellaneous Improvements Projects, General Civil Projects, Project No. 20-2605 / CIP No. 51132.1. The scope of services is as described within this document and as further described in Exhibits A, B and C (attached).

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project and as further defined in Exhibits A, B and C (attached), serve as the City's professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

**Section 1—Basic Services of Engineer**

**1.1 General**

- 1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.
- 1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.



- 1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.

## 1.2 **Scope of Work**

The Engineer shall:

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

## **Section 2—Information Provided by City**

The City will provide any information in its possession for the project at no cost to the Engineer.

## **Section 3—Notice to Proceed**

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

## **Section 4—Mutual Covenants**

### 4.1 **General**

- 4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.



- 4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for



all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.

- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer's documentation will be in a format consistent with general accounting procedures.
- 4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.
- 4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding sub-contractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.



- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.
- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

## 4.2 **City of Rapid City NonDiscrimination Policy Statement**

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.



This section shall be binding on all subcontractors or suppliers.

## **Section 5—Payments to the Engineer**

### **5.1 Schedule of Pay Rates**

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer's hourly and reimbursable rate schedule described in Exhibit C.

### **5.2 Fee**

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$86,900.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

### **5.3 Progress Payments**

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month per the hourly rates and allowable reimbursable as established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

## **Section 6—Completion of Services**

The Engineer shall complete services on or before August 7, 2021 based on award date of September 21, 2020.

## **Section 7—Insurance Requirements**

### **7.1 Insurance Required**

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.



## 7.2 Cancellation

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

## 7.3 City Acceptance of Proof

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

## 7.4 Specific Requirements

7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.

7.4.2 Commercial general liability insurance providing contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage may be provided. Claims-made coverage shall continue through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of three years after completion of the terms of this Agreement. The policy shall name the City and its representatives as an additional insured.

7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each



occurrence. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured.

- 7.4.4 Professional liability insurance providing coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than \$1,000,000 each occurrence and not less than \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services. If this policy provides for claims-made coverage, the claims-made coverage shall continue through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of three years after completion of the terms of this Agreement.

### **Section 8—Hold Harmless**

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

### **Section 9—Independent Business**

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

### **Section 10-Indemnification**

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer's negligence.





**Section 11-Controlling Law and Venue**

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7<sup>th</sup> Judicial Circuit, Pennington County.

**Section 12-Severability**

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

**Section 13—Funds Appropriation**

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

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

**City of Rapid City:**

**Engineer:**

\_\_\_\_\_  
Steve Allender, MAYOR

\_\_\_\_\_  
Jason Kjenstad, HDR ENGINEERING, INC.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pauline, Sumption, FINANCE OFFICER



**Reviewed By:**

\_\_\_\_\_  
STACEY TITUS, P.E., OPERATIONS MANAGEMENT ENGINEER

DATE: \_\_\_\_\_

**CITY'S DESIGNATED PROJECT  
REPRESENTATIVE**

**ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE**

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

NAME CHRIS ROBINSON, P.E.  
PHONE 791-6106; 390-9158 CELL  
EMAIL Christopher.Robinson@hdrinc.com



**EXHIBIT A**  
**SCOPE OF SERVICES**

**2020 Miscellaneous Improvements Projects, General Civil Projects**  
**Project No. 20-2605 / CIP 51132.1**

**Bidding and Construction Services for Bid Package 2020-1**

The City of Rapid City (City) has determined the need to procure bidding and construction related services for the 2020 Miscellaneous Improvements Projects (MIPS), General Civil Projects. HDR Engineering was previously selected by the City to complete Task 1, Preliminary Design and Task 2, Final Design services for the project. HDR will complete the bidding and construction phase work with FMG Engineering as a subconsultant.

Several agreements are planned as part of the overall MIPS project. This scope of work is applicable to bidding and construction services for year 2020 General Civil Projects (bid package 2020-1), which includes the following project components:

<b>No.*</b>	<b>Project Description</b>
W-2	North Rapid Reservoir Road and Drainage Repair Project
W-4	Well #13 Site Improvements Project
W-5	Stoney Creek Water Booster Station and Well #12 Parking Lot Stabilization Project
SW-1	Facility Entrance Signage Revisions
SW-2	Concrete Panel Replacements and Spall Repairs
SW-5	Construct Drainage Inlets for Co-Compost Product South Storage Area
SW-6	Construct Concrete Pavement at Main Scale House and Remote Scale Including Permanent Cell #18 Intersection Signage
SW-8	Construct Drainage Improvements for Shop Facilities

\* Divisions: Water (W), Solid Waste (SW)

**TASK 1 – PRELIMINARY DESIGN SERVICES:**

A preliminary design task is included in the scope of services as follows:

**1.1 Main Entrance Traffic Circulation and Functionality Evaluation**

This task shall consist of analysis of the main entrance to the Landfill. Specifically, traffic patterns and vehicle categories will be reviewed. The design of the pavement and traffic control devices at the main (manned) scale will be evaluated for vehicle tracking, queuing and general flow. The intent of the analysis will be to provide recommendations for pavement sections, widths, traffic control devices (curbs, pavement markings) and intersection geometries at the main scale and provide accommodations for future improvements. Deliverables shall include vehicle tracking drawings and conceptual design drawings. This task shall be completed on a Lump Sum basis.

### TASK 3 – BIDDING SERVICES:

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

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

### TASK 4 – BASIC CONSTRUCTION SERVICES:

This task consists of all services necessary for the administration of the Basic Construction Services of the project construction stage and will include the following itemized services.

- 4.1 Project Management and Administration consisting of all correspondence with the City and other project stakeholders as necessary.
- 4.2 Arrange and conduct Pre-construction Conference. Prepare pre-construction agenda and submit to City PM for review and comment two (2) working days prior to pre-construction meeting. Record meeting minutes and distribute to all attendees.
- 4.3 Receive, log and coordinate reviews and responses to Contractor's requests for information/interpretations (RFI's).
- 4.4 Administer necessary or desirable changes in the Work utilizing systems to track changes from initiation through completion.
  - a. Coordinate the preparation and issuance of necessary or desirable changes in the form of Change Proposal Requests (CPR's).
  - b. Review costs presented on Change Proposal Requests by Contractor, and conduct negotiation of pricing as necessary.
  - c. Review all Change Proposal Request items and negotiated costs with Owner for Owner's approval.
  - d. Assemble approved Change Proposal Requests periodically into Change Orders. Include justification documentation with each Change Order.
  - e. Maintain current status log of all Change Proposal Requests and Change Orders and review at construction progress meetings.
  - f. Review as recorded drawings to verify changes in work are reflected as applicable.
  - g. Review pay requests to verify Change Order items are broken out and that payment is not made until work is complete.

- 4.5 Administer shop drawing and other submittal requirements to effect substantial compliance with the intent of the Contract requirements.
- a. Review and approve the Contractor's shop drawing submittal schedule to ascertain that all significant submittals are accounted for.
  - b. Receive, log and conduct review of shop drawing submittals to confirm Contractor's compliance requirements.
  - c. Distribute for review and re-distribute reviewed shop drawings, operation and maintenance manuals and equipment data sheets, and other submittal information.
  - d. Establish and maintain a tracking system for submittals to provide review action status identification of each submittal as well as submittal distribution status.
  - e. Verify at Substantial Completion that all shop drawings on file are the final approved versions, and that all required operation and maintenance information and warranties have been received.
  - f. Receive, log and take appropriate action on miscellaneous informational submittals generated by the Contractor during construction.
- 4.6 Prepare As-Recorded record drawings. A hard copy of the As Recorded plans and final specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Consultant will provide PDFs, and CAD files electronically, including topographic survey files. The digital submittal must be compatible with AutoCAD Civil 3D 2011, or newer, containing all files and data packaged in a format that will allow City personnel to seamlessly open CAD drawing files.

#### TASK 5 – EXPANDED CONSTRUCTION SERVICES:

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

- 5.1 Arrange and conduct weekly progress meetings with the Contractor, Consultant and City PM. Prepare an agenda, record minutes, and distribute minutes to all attendees. For the purpose of estimating the level of effort required, this task assumes twenty-two (22) total meetings.
- 5.2 Provide daily on-site observation to assure that the methods and materials used by the contractor meet the intent of the plans and specifications. For buried installations, the Consultant shall be on site all the time the Contractor is installing these buried installations. For estimating the level of effort required for this task, a construction schedule of approximately 16 weeks has been assumed, with an average of 4 hours per day of construction observation required.
- 5.3 Prepare daily reports. A daily 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. Submit previous week's reports to City PM prior to Monday the following week. Daily report format shall be approved by the City prior to start of construction.
- 5.4 Perform stormwater inspections, prepare reports, and keep the erosion and sediment control plans current as required by the ordinance regulating construction site runoff control, Ordinance Chapter 8.46, and the Stormwater Quality Manual. This task will be coordinated with the Contractor as required by permits. The Consultant shall verify the Contractor is performing work in compliance with permits and notify City PM immediately of any observed issues.

- 5.5 Provide materials testing on behalf of the City for tests required to be completed by the City according to the Standard Specifications, Detailed Specifications, and approved plans. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 5.6 Provide construction staking in accordance with Section 201 of the City Standard Specifications. This task assumes initial staking only and does not account for disturbance of initial stakes by contractor or additional staking required due to circumstances beyond the owner or engineer's control.
- 5.7 Administer contractor payment applications. Prepare and submit monthly pay requests to the City. Consultant shall track quantities installed utilizing the City's Quantity Book or preapproved Consultant document.
- 5.8 Prepare and submit project completion punch list items to the Contractor and City Engineering Services and oversee its completion.
- 5.9 Prepare a letter of certification of project completion verifying compliance with plans and specifications and start of warranty period. The letter will be provided to the City Project Manager for City distribution.
- 5.10 Provide a closeout submittal that includes copies of construction documents including contractor correspondence, payment applications, change orders, inspection diaries, approved shop drawings, and construction photos. The closeout submittal format will be a pdf bookmarked by document type.
- 5.11 Assist the City in addressing and communicating warranty items with the Contractor that may arise during the City's two-year warranty period to the City PM. Prepare a project acceptance and start of warranty letter on City letterhead for City PM signature. This will be a lump sum task and will be paid as part of the Consultant's final invoice after the project has been accepted. Consultant shall be contract obligated for these services until expiration of the two-year warranty.
- 5.12 Schedule and participate in a two-year warranty inspection with the City PM and Operations staff. Document the two-year warranty items and assist the City in addressing and communicating the warranty items with the Contractor. The two-year warranty inspection typically occurs three months prior to the warranty expiring. This will be a lump sum task and will be paid as part of the Consultant's final invoice after the project has been accepted. Consultant shall be contract obligated for these services until expiration of the two-year warranty.

**PROJECT SCHEDULE**

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

Council Award Date	September 8, 2020
Project Bid Opening	September 15 or September 29, 2020
Project 100% Construction Complete	TBD, +/- May 31, 2021

Two-Year Warranty Expiration

Two Years After Project  
Acceptance

The scope of work and associated labor fee assumes a fixed date construction contract ending on or around May 31, 2021. The City will provide review comments to all submittals within one week of receipt.

**Exhibit B**

**City of Rapid City, 2020 Miscellaneous Improvements Projects**

Project No 20-2605 / CIP 51132.1

Bidding and Construction Phase Engineering Services for Year 2020 General Civil Projects (2020-1)

HDR Engineering, Inc.

September 2, 2020

	LABOR		EXPENSES		TOTAL
	TOTAL HOURS	TOTAL LABOR	TOTAL EXPENSES	SUB-CONSULTANT	TOTAL (\$) WITH SUB
<b>Task 1 - Preliminary Design Services</b>					
1.1 Main Entrance Traffic Circulation and Functionality Evaluation	Lump Sum	\$ -	\$ -	\$ 2,940	\$ 2,940
Task 1 Hours	-				
Task Fee		\$ -	\$ -	\$ 2,940	\$ 2,940
<b>Task 3 - Bidding Services</b>					
3.1 - Submit Information for City Advertising Authority	-	\$ -	\$ -	\$ 110	\$ 110
3.2 - Print Check Final Construction Documents for City Production and Advertising	-	\$ -	\$ -	\$ 360	\$ 360
3.3 - Pre-Bid Conference	4	\$ 660	\$ -	\$ 895	\$ 1,555
3.4 - Respond to Bidder Questions/Issue Clarifications	4	\$ 660	\$ -	\$ -	\$ 660
3.5 - Issue Addenda to Bid Documents (as needed)	5	\$ 685	\$ -	\$ 870	\$ 1,555
Task 3 Hours	16				
Task Fee		\$ 2,340	\$ -	\$ 2,485	\$ 4,825
<b>Task 4 - Basic Construction Services</b>					
4.1 - Project Management & Administration	24	\$ 3,635	\$ -	\$ 670	\$ 4,305
4.2 - Pre-Construction Conference	4	\$ 660	\$ 50	\$ 575	\$ 1,285
4.3 - Administer RFI Process	4	\$ 430	\$ -	\$ 1,320	\$ 1,750
4.4 - Administer Change Order Process	4	\$ 430	\$ -	\$ 1,430	\$ 1,860
4.5 - Administer Shop Drawing/Submittal Review Process	6	\$ 600	\$ -	\$ 630	\$ 1,230
4.6 - Prepare As-Recorded Drawings	4	\$ 540	\$ -	\$ 2,050	\$ 2,590
Task 4 Hours	46				
Task 4 Fee		\$ 6,295	\$ 50	\$ 6,675	\$ 13,020
<b>Task 5 - Expanded Construction Services</b>					
5.1 - Conduct Weekly Progress Meetings	73	\$ 11,800	\$ 380	\$ 2,800	\$ 14,980
5.2 - On-Site Observation	4	\$ 460	\$ 25	\$ 27,180	\$ 27,665
5.3 - Record Observed Construction Activities	-	\$ -	\$ -	\$ 1,880	\$ 1,880
5.4 - Record Stormwater Inspections and Notify City of Permit Noncompliance	-	\$ -	\$ -	\$ 3,520	\$ 3,520
5.5 - Provide Material Assurance Testing	-	\$ -	\$ -	\$ 750	\$ 750
5.6 - Construction Staking	-	\$ -	\$ -	\$ 6,400	\$ 6,400
5.7 - Administer Contractor Payment Applications	4	\$ 460	\$ -	\$ 1,485	\$ 1,945
5.8 - Develop Project Completion Punchlist & Oversee Resolution Actions	4	\$ 660	\$ -	\$ 2,320	\$ 2,980
5.9 - Provide Certification Letter of Project Completion	1	\$ 165	\$ -	\$ 1,200	\$ 1,365
5.10 - Construction Closeout Submittal	2	\$ 330	\$ -	\$ 250	\$ 580
5.11 - Warranty Item Resolution	Lump Sum	\$ 350	\$ -	\$ 1,500	\$ 1,850
5.12 - Warranty Inspection	Lump Sum	\$ 700	\$ -	\$ 1,500	\$ 2,200
Task 5 Hours	88				
Task 5 Fee		\$ 14,925	\$ 405	\$ 50,785	\$ 66,115
<b>Task 3-5 Total Hours</b>	<b>150</b>				
<b>Task 3-5 Total Fee</b>		<b>\$ 23,560</b>	<b>\$ 455</b>	<b>\$ 62,885</b>	<b>\$ 86,900</b>

<b>SUMMARY:</b>	
Total Hours	150
Direct Expenses	\$ 455
Total Labor	\$ 23,560
Subconsultant	\$ 62,885
<b>Total</b>	<b>\$ 86,900</b>



**EXHIBIT C**  
**HDR ENGINEERING HOURLY BILLING RATES**  
**MISCELLANEOUS IMPROVEMENTS PROJECTS**  
**PROJECT NO. 19-2540 / CIP 51132.1**

Enclosed are the Hourly Billing Rates for HDR Engineering. The rates listed below do not include reimbursable expenses or hourly rates for equipment as defined below.

<b>Description</b>	<b>Billing Rate/Hour</b>
Managing Principal	225
Senior Project Manager	205
Project Manager III	195
Project Manager II	180
Project Manager I	165
Engineer VI	195
Engineer V	180
Engineer IV	165
Engineer III	145
Engineer II	130
Engineer I	115
ASME Disciplines	180
Engineering/Field Services Technician III	120
Engineering/Field Services Technician II	105
Engineering/Field Services Technician I	95
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
Cadd/GIS Technician I	95
Right of Way IV	195
Right of Way III	175
Right of Way II	155
Right of Way I	120
Environmental Scientist V	175
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
Environmental Scientist I	110
Senior Land Surveyor	150
Land Surveyor	130
Survey Technician III	120
Survey Technician II	110
Survey Technician I	95
Senior Construction Manager	195
Construction Manager	155
Construction Engineer	125
Construction Inspector	95
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	125
Strategic Communications/Graphic Designer I	95
Project Controller	95
Project Assistant	85
Admin Assistant	70

**Direct Expenses**

Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Mileage	\$0.75 per mile

Printing:

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

**OTHER REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. ~~Hourly equipment charges apply to specific equipment used on the project.~~