REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

Date: 2/7/17

Project Name & Number: Elk Vale - Minnesota Signal Installation Project #16-2352 CIP: #51047

Project Description: Elk Vale - Minnesota Signal Installation

Consultant: HDR Engineering Inc.

Original Contract Amount: $29,915.00 Original Contract Date: 11/9/16 Original Completion Date:

Addendum No:

Amendment Description:

Current Contract Amount: ____________________________ Current Completion Date: ____________________________
Change Requested: ____________________________
New Contract Amount: $0.00 New Completion Date: ____________________________

Funding Source This Request:

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Agreement Review & Approvals

Project Manager ____________________________ Date ________________

Compliance Specialist ____________________________ Date ________________

City Attorney ____________________________ Date ________________

Routing Instructions
Route two originals of this Agreement to Mayor and Finance Officer for review and signatures.
Finance Office - Retain one original
Project Manager - Retain second original for delivery to Consultant
cc: Public Works Engineering Project Manager

Finance Office Use Only
(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

[Space for date and signature]

Cash Flow
[Space for date and signature]

Appropriation
[Space for date and signature]

Y N

Rev. 03/2009
Agreement Between City of Rapid City and HDR Engineering, Inc. for Professional Services for Elk Vale Road and Minnesota Street Traffic Signal Improvements, Project No. 16-2352

AGREEMENT made November 9, 2016, between the City of Rapid City, SD (City) and HDR Engineering, Inc., (Engineer), located at 703 Main Street, Suite 200, Rapid City, SD, 57701. City intends to obtain services for Elk Vale Road and Minnesota Street Traffic Signal Improvements, Project No. 16-2352 CIP No. 51047. 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.

**Section 2—Information Provided by City**

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

**Section 3—Notice to Proceed**

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

**Section 4—Mutual Covenants**

4.1 **General**

4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.

4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.

4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.

4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.

4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.

4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.

4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.

4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.

4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.

4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.
4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer's documentation will be in a format consistent with general accounting procedures.

4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.

4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding subcontractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.

4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.

4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.

4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.
4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.

4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.

4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.

4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

4.2 City of Rapid City 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 $29,915.00 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 subcontractor 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

See Exhibit A.

Section 7—Insurance Requirements

7.1 Insurance Required

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

7.2 Cancellation

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

7.3 City Acceptance of Proof

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

7.4 Specific Requirements

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

7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.

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

7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than $1,000,000 each occurrence and not less than $1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.
Section 8—Hold Harmless

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

Section 9—Independent Business

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

Section 10-Indemnification

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

Section 11-Controlling Law and Venue

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

Section 12-Severability

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

Section 13—Funds Appropriation

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

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

City of Rapid City:  
[Signature]  
Public Works Director  

DATE: 11-03-16

Engineer:  
[Signature]  
HDR Engineering Inc.

DATE: 11-04-2016
Project Background

Recent development in southeast Rapid City has resulted in changes to traffic patterns along Elk Vale Road (or US16B). Increased approach and turning traffic at Minnesota Street has resulted in the intersection meeting warrants for a traffic signal. The City of Rapid City has decided to install the traffic signal and recently contacted HDR requesting a proposal for design services for the traffic signal improvements at the intersection of Elk Vale Road and Minnesota Street.

The project will include design and construction plans for the traffic signal system, lighting, a pedestrian crossing on the east leg of the intersection, vehicle detection equipment, and temporary traffic control. Since the traffic signal will be located on a State Highway, coordination with the South Dakota Department of Transportation (SDDOT) will be required.
Project Phase 1 Scope of Services

TASK 1 - PRELIMINARY DESIGN SERVICES

This task consists of all services necessary to take the project from beginning through the Preliminary Design submittal stage, and shall include the following itemized services.

1.1 Project Initiation and Data Gathering:
   A. Document Review – HDR will review background information and other resources as necessary. The City will provide existing / previous plan information for the traffic signal and intersection layout, turning movement counts, summary of City furnished equipment with wind load rating information for signal poles and mast arms, and GIS data with existing City utility information required for the Project.
   B. Topographic Survey – HDR will complete a topographic survey to be used in the signal/lighting layout design and plan production. Anticipated data collection will include existing surfacing, right-of-way and existing utilities to identify potential conflicts with proposed footings and conduits. The extent of data collection will also allow for extension of the existing sidewalk and shared use path and construction of ADA ramps in the northeast and southeast quadrants and installation of vehicle detection sensors and pavement markings.
   C. Private Utility Coordination - HDR will send a letter notification of the project to identify private utility impacts and prepare for construction to ensure that all existing utilities are completely and accurately identified and located in the field and that conflicts are avoided with footing locations. A Base Plan layout will be included with the letter sent to utilities with surveyed utility information and proposed footing locations. HDR will also coordinate with the power company for providing power to the traffic signal and lighting.

1.2 Preliminary Design: HDR will complete a design to install signals and luminaires at the Elk Vale Road and Minnesota Street intersection. The following items will be considered in the design of the intersection.
   A. HDR will complete the preliminary signal layout.
   B. Luminaires will be included on the traffic signal poles. Salvaging and reusing the existing street light equipment will be considered.
   C. Modifications and additions to existing conduit layout.
   D. Pedestrian push buttons, poles and accessible pedestrian signal equipment will be included for the two quadrants adjacent to Minnesota Street.
   E. Pavement markings will be installed and/or modified throughout the intersection including a pedestrian cross walk on Minnesota Street, stop bars on all legs and adjustment of existing turn arrow markings in accordance with City and State standards.
   F. Permanent Signage will be designed and installed for the new traffic signal in accordance with City and State standards.
   G. Vehicle detection will include existing detector loops and new wireless sensor pucks and will include dilemma zone installation.
H. Sidewalk and ADA ramps will be installed in the northeast and southeast quadrants. In addition, HDR will consider future layouts as provided by the City to allow future installation of sidewalk and ADA ramps at additional locations. The future layout will include a south/westbound right turn lane on Elk Vale Road.

I. HDR assumes that signal improvements will be completed within the existing ROW and private property easements will not be required.

1.3 Conceptual Design Submittal

A. Conceptual design submittal shall include the following:
   - Provide 1 copy of the preliminary opinion of probable construction costs.
   - Provide 2 copies of the preliminary plan sheets including locations of existing and new utilities, street alignment and traffic control plan.
   - Identify the existing right-of-way (ROW) location.

B. Attend Conceptual Design submittal review meeting with City and SDDOT staff.

1.4 Project Management and QA/QC: HDR QC requirements will include a detailed internal review of the design and construction documents including a thorough check for errors and omissions, review of quantities, plan clarity, and project scope requirements. This item will also include project management activities such as project coordination meetings, project monitoring and progress reports, and coordination of the quality control plan.

1.5 HDR will arrange and conduct a private utility meeting to follow up and coordinate with utility companies after the Base Plan utility layout described in Section 1.1.C has been distributed.

Task 1 Submittals:
- Base Plan for Private Utilities
- Conceptual Design Submittal
- Project Coordination Meeting Minutes (as needed)
TASK 2 - FINAL DESIGN SERVICES

This task consists of all services necessary to take project from Task 1 Preliminary Design Services through the Final Design Services, and shall include the following itemized services.

2.1 Final Design
   A. Address City comments from the Conceptual Design Submittal.
   B. Develop plans for bidding and construction of the project.
      Anticipated plan sheets include:
      o Title Sheet
      o Quantities, Notes and Alignment
      o Traffic Control Plans
      o Erosion Control Plans
      o Surfacing Plans
      o Sidewalk ADA Ramp Detail Sheets
      o Pavement Markings and Signing Plans
      o Lighting and Traffic Signal Plans
      o Standard Details
   C. Special Provisions and Specifications: HDR will provide detailed specifications supplementing the City Standard Specifications as required
   D. Private Utility Coordination: HDR will continue to coordinate with private utilities to resolve any conflicts and relocation requirements.
   E. Traffic Analysis – HDR will analyze traffic turning movement counts provided by the City / SDDOT and develop the timing plan for the traffic signal. The timing plan will be included as part of the construction plans. Left turns from Elk Vale Road will be protected-only; flashing yellow arrows will not be included. Left turns from Minnesota Street will be protected and/or permitted and shall include flashing yellow arrows.
   F. Footing Design will be completed for the traffic signal poles. The footing design will be based on the 2009 AET geotechnical report.

2.2 100% Submittal shall include the following items:
   A. Provide 2 paper copies and electronic PDF of 100% complete plans, specifications, and opinion of probable construction cost.
   B. Provide 1 paper copy of the plans and specifications to the SDDOT for review and to support the SDDOT Occupancy Permit application. Provide electronic PDF version.

2.3 Final Submittal
   A. Address 100% Submittal City and SDDOT comments as necessary.
   B. Coordinate SDDOT Occupancy Permitting: HDR will prepare an SDDOT Occupancy permit application and submit the application with supporting plans to SDDOT for approval.
C. Final Submittal shall include the following:
   o Provide two (2) paper copies and a PDF version of the complete plans and
     specifications.
   o Provide 1 copy of the final opinion of probable construction costs for the
     project in Microsoft Excel format.
   o Provide PDF version of complete plans and specifications to the SDDOT.
   o Provide the City complete specifications and contract documents in Microsoft
     Word XP or previous version.
   o Provide complete plans on CD compatible with AutoCAD Release 2014
     format.

2.4 Project Management & QA/QC: HDR QC requirements will include a detailed internal
review of the design and construction documents including a thorough check for errors
and omissions, review of quantities, plan clarity, and project scope requirements. This
item will also include project management activities such as project coordination
meetings, project monitoring and progress reports, and coordination of the quality control
plan.

2.5 HDR will coordinate and obtain a Right-of-Way Occupancy Permit from SDDOT on behalf
of the City for completion of work and installation of equipment in the US16B (Elk Vale
Road) right-of-way.

Task 2 Submittals:
   • Conceptual Design Submittal Review Comment Responses
   • 100% Submittal
   • 100% Submittal Review Comment Responses to City, SDDOT
   • SDDOT Occupancy Permits
   • Final Submittal
   • Project Coordination Meeting Minutes (as needed)
TASK 3 – BIDDING SERVICES

This task consists of all services necessary for the administration of the Bidding Services of the project, and shall include the following itemized services.

3.1 Arrange and conduct a pre-bid Conference.

3.2 Provide answers to questions and issue revisions to the bid documents as required.

3.3 Review Bidder’s Proposals and review and sign the City Engineering Services prepared Bid Tab, and prepare an award recommendation letter to the City project manager.

3.4 Project Management & QA/QC: HDR QC requirements will include project management activities such as project coordination meetings, project monitoring and progress reports, and coordination of the quality control plan.

3.5 Prepare “As Built” plans and specifications. A hard copy of “As Built” plans and specifications shall be submitted to the City in the same size and format as construction plans. PDF’s and CAD files shall be provided on a CD or DVD. The digital submittal must be compatible with AutoCAD Civil 3D 2011, or newer, and contain all files and data packaged in a format that will allow City personnel to seamlessly open “As Built” drawings. If necessary HDR will coordinate with the City CAD technician, in person, to demonstrate the CAD file operation and compatibility with City CAD software.

If HDR is hired for Tasks 4 and 5, “As Built” plans and specifications shall be provided thirty (30) days following project acceptance. However, if HDR is not hired for Tasks 4 and 5, “As Built” plans shall be provided thirty (30) days following receipt of City markups/redlines. The Consultant will be paid for this work in advance, on the last invoice, but is required to complete the work at a later date per the contract, even if the Consultant has billed 100% of the contract and the City has closed the contract.

All “As Built” plans and specifications, believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance, which shall read, “[insert Engineer of Record’s name] Certify that the As Built drawings and specifications contained here within, to the best of my knowledge, represent the constructed project.” This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The “Certification Statement of Conformance” shall be signed and dated by the Engineer of Record.

Task 3 Submittals:
- Bid recommendation letter
- Addenda (as needed)
- As-Built Plans
Project Phase 2 Scope of Services

TASK 4 and 5 – BASIC AND EXPANDED CONSTRUCTION SERVICES

Phase 2 services for this project are expected to consist of all services necessary for the administration of the Basic Construction Services of the project construction stage, and for the administration of the Expanded Construction Services of the project construction stage. Hours and costs for this Phase may or may not be negotiated at the conclusion of Phase 1 design and bidding.

Project Schedule

This schedule is based on a tentative Notice to Proceed date of November 23, 2016. HDR is prepared to meet the project deadlines as noted below and is always open to discussion on schedule adjustments to meet the City’s goals for the project. The schedule allows 1 week for City review for each of the major project submittals.

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EXHIBIT B
CITY OF RAPID CITY - ELK VALE ROAD AND MINNESOTA STREET TRAFFIC SIGNAL IMPROVEMENTS
PHASE 1 - PRELIMINARY, FINAL DESIGN & BIDDING SERVICES ENGINEERING FEE ESTIMATE

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<tr>
<td><strong>Task 1 Subtotal</strong></td>
<td><strong>36</strong></td>
<td><strong>$12,425</strong></td>
<td><strong>$150</strong></td>
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<table>
<thead>
<tr>
<th>Task 2 - Final Design Services</th>
<th>Manhour</th>
<th>Labor</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hours</td>
<td>Total Cost $</td>
<td>Total Cost $</td>
</tr>
<tr>
<td>2.1 Final Design</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.1.1 Permanent Signal Layouts / Sheets</td>
<td>18</td>
<td>$2,510</td>
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<tr>
<td>2.1.2 Permanent Sign Layout / Design</td>
<td>3</td>
<td>$430</td>
<td>$250</td>
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<td>2.1.3 Signal Foundation Design</td>
<td>13</td>
<td>$1,890</td>
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<tr>
<td>2.1.4 Signal Timing</td>
<td>5</td>
<td>$800</td>
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<td>2.1.5 Traffic Control</td>
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<td>$790</td>
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<td>2.1.6 Erosion Control</td>
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<td>$430</td>
<td></td>
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<tr>
<td>2.1.7 Quantities / Notes</td>
<td>8</td>
<td>$1,100</td>
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<tr>
<td>2.1.8 Bid Items / Cost Estimate</td>
<td>3</td>
<td>$395</td>
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<tr>
<td>2.1.9 Bid Booklet / Specifications Booklet</td>
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<td>$1,030</td>
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<td>2.2 100% Design Submittal</td>
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<td>$600</td>
<td>$240</td>
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<td>2.3 Final Design Submittal</td>
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<td>$2,090</td>
<td>$210</td>
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<td>2.4 Project Management &amp; QA/QC</td>
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<td>2.5 Obtain SDDOT Occupancy Permit</td>
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<td><strong>Task 2 Subtotal</strong></td>
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<thead>
<tr>
<th>Task 3 - Bidding Services</th>
<th>Manhour</th>
<th>Labor</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>Hours</td>
<td>Total Cost $</td>
<td>Total Cost $</td>
</tr>
<tr>
<td>3.1 Pre-Bid Conference and Minutes</td>
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<td>$410</td>
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<tr>
<td>3.2 Bid Questions and Addenda</td>
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<td>$1,046</td>
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<td>3.3 Review Bid Proposals and Prepare Award Recommendation</td>
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<td>3.4 Project Management &amp; QA/QC</td>
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<td>3.5 As-Built Plans</td>
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| Total                                | 216     | $29,235 | $880 | $29,915 |

TOTAL LABOR: $29,235
TOTAL EXPENSES: $880
TOTAL NOT TO EXCEED FEE: $29,915
EXHIBIT C
SCHEDULE OF PAY RATES

HDR ENGINEERING, INC.

FEE SCHEDULE

PRELIMINARY, FINAL DESIGN, and BIDDING SERVICES
FOR ELK VALE ROAD AND MINNESOTA STREET
TRAFFIC SIGNAL IMPROVEMENTS
Project No. 16-2352 / CIP No. 51047
City of Rapid City, South Dakota

The following fee schedule is the 2016 Billable Rate Fee Schedule for HDR Engineering, Inc. This fee schedule and the hourly rates shown apply to the above referenced project. In instances where a discipline not listed below may work on the project, the billing rate will be prior submitted to the City.

<table>
<thead>
<tr>
<th>EMPLOYEE - DISCIPLINE</th>
<th>BILLING RATE/HR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Principal</td>
<td>$210</td>
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<tr>
<td>Senior Project Manager</td>
<td>$195</td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>ASME Disciplines</td>
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<tr>
<td>Engineer V</td>
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<tr>
<td>Engineer IV</td>
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<td>Engineer III</td>
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<td>Engineer I</td>
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<tr>
<td>Cadd/GIS Technician III</td>
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<tr>
<td>Senior Land Surveyor</td>
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<td>Land Surveyor</td>
<td>$130</td>
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<tr>
<td>Survey Technician III</td>
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<tr>
<td>Accountant</td>
<td>$100</td>
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<tr>
<td>Admin Assistant</td>
<td>$70</td>
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DIRECT EXPENSES

Vehicle Mileage                      $0.75 per mile

Copies:
24" x 36" Mylar                       $15.00 each
Plots Bond                             $8.00 each
Plain Paper Copies                     $0.15 each
Plain Paper Copies 11" x 17"
Color 11" x 17" Copies

OTHER REIMBURSABLE EXPENSES

Reimbursable expenses shall mean the actual expenses incurred directly or indirectly in connection with the project for transportation travel, subconsultants, printing, telephone, fax, shipping and express, and other incurred expenses.