Agreement Between City of Rapid City and HDR Engineering, Inc. for Professional Services for the Sheridan Lake Road Traffic Study – Alberta Drive to Corral Drive, Project No. 17-2373

AGREEMENT made ___________________________, 20____, 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 Sheridan Lake Road Traffic Study – Alberta Drive to Corral Drive, Project No. 17-2373 CIP No. 51122. 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 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 $148,190.00 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

See Exhibit A for Schedule.

Section 7—Insurance Requirements

7.1 Insurance Required

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

7.2 Cancellation

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

7.3 **City Acceptance of Proof**

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

7.4 **Specific Requirements**

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

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

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

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

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

Section 9—Independent Business

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

Section 10—Indemnification

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

Section 11—Controlling Law and Venue

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

Section 12—Severability

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

Section 13—Funds Appropriation

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

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

City of Rapid City: ________________________________

MAYOR

DATE: ________________________________

ATTEST: ________________________________

FINANCE OFFICER

Reviewed By:

Todd Peckosh, Project Engineer

DATE: ________________________________

Engineer: HDR Engineering, Inc.

DATE: ________________________________
Scope of Work

Sheridan Lake Road Traffic Study – Albertta Drive to Corral Drive

Project Background

Sheridan Lake Road was reconstructed around 1995 and had an average daily traffic (ADT) of nearly 4,000 vehicles per day. Due to significant expected growth in and around this area, the current ADT is approximately 16,000 vehicles per day. The intersections of Sheridan Lake Road at Catron Boulevard and Corral Drive function at a substandard levels of service during times of peak traffic which is evidenced by backups and congestion during the morning commute to school and work. Continued growth of the area from housing and commercial developments will further increase congestion without improvements to the roadway geometry. With limited abilities to create additional north / south routes preserving right of way or constructing Sheridan Lake Road to handle significantly more traffic is a great need for Rapid City.

The City of Rapid City (CORC) selected HDR to conduct a traffic study of the corridor that will result in recommendations to improve traffic flow. The study limits include Sheridan Lake Road from Albertta Drive through Corral Drive, and Corral Drive from Sheridan Lake Road to Park Drive.
Task 1 – Project Management

HDR’s project manager and administrative staff will be responsible for the coordination of consultant and subconsultant activities including holding monthly progress meetings (via telephone and in-person) with CORC’s project manager, coordination of meetings, invoicing, documentation of travel and expense receipts, budget utilization and data sharing via our ProjectWise server where project information will be housed. A monthly progress report will be created for CORC detailing expenditures and remaining budget as well as progress on the various tasks. A kick-off meeting will be held to review project schedule, deliverables and expectations of all parties as the project progresses. The kick-off meeting will likely be held in conjunction with a review of the study’s Methods and Assumptions (see Task 2).

Deliverables:
- Monthly progress meetings and meeting minutes (in-person when available, otherwise via telephone)
- Monthly invoices
- Monthly progress reports

Task 2 – Data Collection and Project Development

It is assumed that a Study Team composed of City Engineering, Planning and Traffic staff will be involved in the development and execution of the project. HDR will coordinate with CORC and the Rapid City MPO to identify available information.

Subtask 2.1: Data Inventory

Compile existing information to better understand the issues affecting the project areas associated with traffic, safety, adjacent existing and future development, utilities, and existing right-of-way.

- Compile available base mapping, aerial photography, traffic counts, and crash data within the Project Area.
- Compile and review previously completed traffic and saturation flow studies.
- Review existing traffic volume and turning movement data.
- Review crash data within project area and identify specific areas of safety problems.
- Review applicable access ordinances and guidelines.
- Review applicable design standards.
- Identify existing bicycle and pedestrian facilities.
- Identify existing transit routes.
- Identify truck and delivery routes.
- Identify existing public land parcels and uses and historic properties within the Project Area.

Subtask 2.2: Methods and Assumptions

HDR will prepare a Methods and Assumptions (M&A) document that serve as a basis for conducting the traffic analysis. The M&A document will identify relevant planning studies that should be used in the analysis, appropriate analysis software, assumed input parameters, and other methods and assumptions. Meeting #1 will serve as a kickoff meeting with the Study Team and also review the draft Methods and Assumptions document.
Subtask 2.3: Collect Traffic Turning Volumes Data

HDR will team with Gewalt Hamilton Associates, Inc (GHA) as a subconsultant for collection of turning volumes data at 7 intersections within the study area. Turning movement counts with bicycle and pedestrian classification will be conducted simultaneously at the study intersections. Data collection will include a mixture of 12-hour and 4-hour counts as shown in the graphic below. Additional counts will be conducted at the two major intersection of Sheridan Lake Road & Corral Drive and Sheridan Lake Road & Catron Boulevard after the Black Hills Corporation (BHC) Headquarters opens (November or December 2017).

The study intersections will include:

- Park Drive & Corral Drive (12-hour)
- Sheridan Lake Road & Corral Drive (12-hour before and after BHC opening)
- Sheridan Lake Road & Chateaux Ridge / Summerset Drive (4-hour)
- Sheridan Lake Road & Catron Boulevard (12-hour before and after BHC opening)
- Catron Boulevard & Bendt Drive (4-hour)
- Sheridan Lake Road & Wildwood Drive (4-hour)
- Sheridan Lake Road & Dunsmore Road (12-hour)
- Sheridan Lake Road & Tanager Drive / Croyle Avenue (4-hour)
- Sheridan Lake Road & Alberta Drive (4-hour)

Deliverables:

- Methods and Assumptions Document
- Meeting #1 Agenda and Minutes
- Raw Traffic Data Collected at Study Intersections
Task 3 – Existing Conditions Analysis

Existing conditions will be identified and documented along the corridor area. HDR will coordinate with CORC Staff to collect any information needed to complete this task. An existing conditions summary memo will be developed to document all findings and identify special corridor needs.

Existing conditions include:

- Geometrics
- Typical Sections
- Pavement Conditions
- AADT & Turning Movement Counts
- Traffic Operations
- ITS Deployments
- Transit Operations & Stop locations
- Bicycle and Pedestrian Accommodations
- Crash History (last 5 yrs.)
- Identify Existing Access Locations
- Lighting
- Conformance to current land development code (LDC)
- Right-of-Way
- Encroachments
- Existing Utilities

Subtask 3.1: Intersection Level of Service (LOS) Analysis

Conduct traffic analysis to determine existing level of service at the 7 study intersections (signalized and non-signalized) within the Project Area using 2010 HCM Methodology, 6th Edition.

These intersections will be confirmed at the Meeting #1 (Methods and Assumptions).

Subtask 3.2: Safety and Access Analysis

Obtain crash data and analyze for patterns that may identify existing traffic safety and/or access problems. Provide recommendations for consideration with alternatives development.

Deliverables:

- Existing Conditions Traffic Memorandum
- Existing Conditions Safety and Access Memorandum
- Existing Condition Summary Memo
Task 4 – Traffic Forecasts and No-Build Analysis

Coordinate with the Rapid City MPO to develop year 2045 average daily traffic volumes. It is assumed that up to 2 conference calls will be conducted with the Rapid City MPO during this coordination. The Rapid City MPO will conduct all of the travel demand modeling.

Conduct traffic analysis to determine 2045 No Build level of service at the study intersections using 2010 HCM Methodology, 6th Edition.

Deliverables:
- 2045 No-Build Traffic Memorandum

Task 5 – Identification of Alternatives

Once the Baseline Conditions have been identified in the previous tasks, a brainstorming Meeting #2 will be conducted to identify potential alternatives. The alternatives will be openly discussed and screened based on study team consensus to determine the Alternatives to carry forward for additional vetting.

- Intersection Alternatives for the three existing signalized intersections (12 maximum alternatives including No-Build)
- 3 Corridor Alternatives for study segments (3 maximum including No-Build)
- 3 Alignment Alternatives for the 2 future roads (6 maximum including No-Build)

Assumptions:
- Intersection alternatives may include alternative / innovative intersections layouts.
- Study segment alternatives will utilize the existing Sheridan Lake Road and Corral Drive roadway alignments. The alternatives will use an urban pavement section throughout the corridor. Segment lane requirements will be driven by the intersection and safety analysis. Alternatives will focus on varying the typical section ( boulevard width, lane width, etc).
- The future alignment alternatives will consist of the alignment shown in the Major Street Plan and an alternative alignment provided by the City (along with the No-Build).
Deliverables:

- Meeting #2 Agenda and Minutes
Task 6 – Alternatives Analysis

Analyze alternatives identified in the previous task taking into account the following:

- Traffic Operations
- Safety and Access
- Right-of-Way Impacts
- Environmental Impacts
- Cost of Implementation
- Other factors, as identified with the Methods and Assumptions

Subtask 6.1: Build Alternatives Traffic Analysis

Conduct traffic analysis to determine existing and future (2045) Level of Service under build conditions for the 7 study intersections, 5 corridor segments and 2 future road segments using 2010 HCM Methodology, 6th Edition.

Subtask 6.2: Build Alternatives Safety and Access Analysis

Conduct traffic analysis to determine existing and future (2045) Level of Service under build conditions for the 7 study intersections, 5 corridor segments and 2 future road segments using 2010 HCM Methodology, 6th Edition.

Subtask 6.3: Concept Design for Alternatives

In order to assess some of the alternative impacts and develop costs, a concept design of each alternative will be developed and analyzed. Illustrative exhibits will be developed as necessary to help stakeholders visualize the concepts and for inclusion in the Study Report.

Concept designs for options identified in this task shall illustrate:

- Horizontal and Vertical Alignments
- Typical sections
- Lane, center median, and raised island geometry
- Turn and auxiliary lane requirements
- Existing and proposed right-of-way limits
- Pavement markings and critical traffic control elements
- Traffic signal locations
- Modifications to existing local street and private property access connections
- Public utility impacts
- General utility impacts
- Pedestrian and bicycle facilities

Deliverables:

- Build Alternative Traffic Operations Memorandum
- Build Alternative Safety and Access Memorandum
- Concept Design Exhibits
Task 7 – Public Involvement

Subtask 7.1 Study Website

In collaboration with the City, HDR will develop and maintain an independent Study Website during the project timeframe. The website will be used to post study documents and graphics for public viewing and receive input. Two mailings will be developed to alert and update residents of the project and provide the website URL. The mailings will be sent to landowners within 1,500 feet of the study corridor (approximately 1,000 parcels).

Subtask 7.2 Stakeholder Coordination

Limited stakeholder coordination will also be conducted with the Rapid City Area Schools and Black Hills Corporation. The City will lead coordination with the School District and relay information for inclusion in the study. HDR will lead coordination with Black Hills Corporation.

Task 8 – Draft and Final Study Report

A Study Report will be developed that consolidates all the analysis performed with the study and provides an overall evaluation of the Alternatives. The study report will include a summary of impacts for the No-Build and Build Alternatives. A matrix will be developed to score and rank the alternatives. A draft study report will be reviewed at Meeting #3 allowing for discussion of the alternatives and the approach for ranking. The report will be revised and finalized after incorporating Study Team input and addressing comments.

Deliverables:

- Draft Study Report
- Meeting #3 Agenda and Minutes
- Final Study Report (10 hard copies and electronic)
Project Schedule

The following schedule is based on a Notice to Proceed date of August 7, 2017. HDR is prepared to meet the project deadlines as indicated below and is always open to discussion on schedule adjustments to meet the City’s goals for the project.

<table>
<thead>
<tr>
<th>Item / Submittal</th>
<th>Date</th>
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<tbody>
<tr>
<td>Notice to Proceed</td>
<td>August 7, 2017</td>
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<tr>
<td>Data Gathering</td>
<td>September 29, 2017</td>
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<tr>
<td>Methods and Assumptions Meeting</td>
<td>October 2, 2017</td>
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<tr>
<td>Existing Conditions</td>
<td>October 27, 2017</td>
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<tr>
<td>Future No-Build Conditions</td>
<td>November 17, 2017</td>
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<tr>
<td>Alternatives Identification</td>
<td>December 8, 2017</td>
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<tr>
<td>Alternatives Analysis</td>
<td>March 2, 2018</td>
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<tr>
<td>Draft Study Report</td>
<td>April 6, 2018</td>
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<tr>
<td>Final Study Report</td>
<td>July 20, 2018</td>
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</tbody>
</table>
July 13, 2017

Jason Kjenstad, P.E., LSIT
Vice President – Dakota’s & Wyoming Transportation Operations Manager
HDR, Inc.
6300 S. Old Village Place, Suite 100
Sioux Falls, SD 57108-2102
via e-mail: Jason.Kjenstad@hdrinc.com

Re: Agreement for Professional Services
   Traffic Data Collection – Turning Movement Counts
   Rapid City, South Dakota
   GHA Proposal No. 2017.D089

Dear Mr. Kjenstad:

Gewalt Hamilton Associates, Inc. (GHA) is pleased to submit our proposal for traffic data collection services for the above referenced project.

Our proposal is based on GHA’s understanding of the project based on our recent e-mail correspondence with you.

If our proposal is acceptable, please sign and return one complete copy to our office. Should you have any questions or if we can be of additional assistance, please feel free to contact me at (847) 478-9700 x 6221.

Sincerely,
Gewalt Hamilton Associates, Inc.

[Signature]
Arthur J. Penn, P.E.
Associate/Senior Engineer
Director – Data Collection Division
apenn@gha-engineers.com

Encl.: GHA Proposal No. 2017.D089

cc: Bruce Shrake, P.E. – President, GHA
Agreement for Professional Services  
Traffic Data Collection – Turning Movement Counts  
Rapid City, South Dakota  
GHA Proposal No. 2017.D089

HDR, Inc. (Client), 6300 S. Old Village Place, Suite 100, Sioux Falls, SD 57108-2102 and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

HDR is requesting 10 Turning Movement Counts (TMC’s) on a Typical Weekday in Rapid City, South Dakota. Counts include four (4) 12-hour TMC’s and six (6) 4-hour TMC’s with lights, mediums, and articulated trucks classification. All counts will be conducted sometime in early to mid-September, 2017. This segment will be known as Phase One.

In Phase Two, two of the 12-hour counts will be recounted sometime in December, 2017, as specified under Section II: Traffic Data Collection Services, to contrast the Phase Two data with Phase One.

II. Traffic Data Collection Services

GHA will provide TMC’s using Miovision Scout Cameras at the following locations based on the email received from HDR dated July 13, 2017. Please refer to Exhibit A – Location Map.

A. 12-Hour TMC’s
   1. Corral Dr & Skyview Dr
   2. Corral Dr & Old State Hwy 40 / Sheridan Lake Rd (December Recount – Phase two)
   3. Wildwood Dr / Catron Blvd & Old State Hwy 40 / Sheridan Lake Rd (December Recount - Phase Two)
   4. Dunsmore Rd & Old State Hwy 40 / Sheridan Lake Rd

B. 4-Hour TMC’s
   1. Summerset Dr (North) & Old State Hwy 40 Sheridan Lake Rd
   2. Summerset Dr (South) & Old State Hwy 40 / Sheridan Lake Rd
   3. Carton Blvd & Bendt Dr
   4. Wildwood Dr & Old State Hwy 40 / Sheridan Lake Rd
   5. Old State Hwy / Sheridan Lake Rd & Tanager Dr & Croyle Ave
   6. Old State Hwy 40 / Sheridan Lake Rd & Alberta Dr

Collection Details
- 12-Hour
  - Weekday
  - 6AM-6PM
- 4-Hour
Weekday
 sel 7-9AM & 4-6PM

*Deliverables*
- Studies will be shared via Miovision Central

**III. Project Schedule**

GHA will schedule the work for Phase One in early to mid-September, 2017. Phase Two will be scheduled in December, 2017. GHA will schedule the work within two weeks of authorization to proceed, weather permitting.

Data collection will be processed for 72-hour turn-around through Miovision and will be provided to the Client, via Central, as soon as it is available.

**IV. Key Personnel**

Mr. Arthur J. Penn, P.E., an Associate of the firm and Senior Engineer, will function as the Project Manager. Mr. Penn has managed numerous similar data collection efforts. He will be assisted by additional professional and technical staff.

**V. Compensation for Services**

GHA proposes to complete the above work for a lump sum fee as outlined below.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Phase One</td>
<td>4 locations x 12 hours ($60/hr)</td>
<td>$2,880.00</td>
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<tr>
<td></td>
<td>6 locations x 4 hours ($60/hr)</td>
<td>$1,440.00</td>
</tr>
<tr>
<td></td>
<td><strong>Phase One Total</strong></td>
<td><strong>$4,320.00</strong></td>
</tr>
<tr>
<td>Phase Two</td>
<td>2 locations x 2 hours ($60/hr)</td>
<td>$1,440.00</td>
</tr>
<tr>
<td></td>
<td><strong>Phase Two Total</strong></td>
<td><strong>$1,440.00</strong></td>
</tr>
<tr>
<td><strong>Total Lump Sum Fee</strong></td>
<td></td>
<td><strong>$5,760.00</strong></td>
</tr>
</tbody>
</table>

The proposed fee includes all necessary equipment and deployment. Reimbursable expenses, including items such as photos, postage, messenger services, printing, mileage, etc., are included in the fee indicated above. An invoice will be submitted upon completion of the study and will detail charges made against the project and services provided.

Please note that our proposal assumes the study will be completed within one deployment. If multiple deployments are requested, an adjustment to the fee will be necessary. GHA will provide the Client a written estimate of any additional fees prior to commencing with such work.
Any required permits, if needed, from applicable regulatory agencies are to be obtained by the Client prior to the study date.

VI. Services Not Included

Should additional services be required or expanded beyond those outlined in Section II: Traffic Data Collection Services of this Agreement, additional services requested and authorized by the Client will be billed on a time-and-materials (T&M) basis in accordance with the attached GHA Hourly Rates.

VII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

VIII. Authorization

By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.  HDR, Inc.

Arthur J. Penn, P.E.  Jason Kjenstad, P.E., LSIT
Associate / Senior Engineer  Dakota's & Wyoming Transportation Operations
Director – Data Collection Division  Manager

Date: ____________________________

Encl.:  Exhibit A
        GHA Hourly Rates
        Attachment A
Exhibit A

- 12-Hour Turning Movement Counts
- 4-Hour Turning Movement Counts

Sheridan Lake Road
Rapid City, SD
Counts to be taken early to mid September 2017
Hourly Billing Rates
Gewalt Hamilton Associates, Inc.

The following rates will remain in effect until December 31, 2017, at which time they are subject to an annual increase.

<table>
<thead>
<tr>
<th>Category</th>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$198.00</td>
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<tr>
<td>Civil Engineer VI</td>
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<tr>
<td>Civil Engineer V</td>
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<tr>
<td>Civil Engineer IV</td>
<td>$168.00</td>
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<td>Civil Engineer III</td>
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<tr>
<td>Civil Engineer II</td>
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<tr>
<td>Civil Engineer I</td>
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<td>Land Surveyor IV</td>
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<td>Land Surveyor II</td>
<td>$116.00</td>
</tr>
<tr>
<td>Land Surveyor I</td>
<td>$114.00</td>
</tr>
<tr>
<td>Engineering Technician V</td>
<td>$168.00</td>
</tr>
<tr>
<td>Engineering Technician IV</td>
<td>$124.00</td>
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<tr>
<td>Engineering Technician III</td>
<td>$114.00</td>
</tr>
<tr>
<td>Engineering Technician II</td>
<td>$100.00</td>
</tr>
<tr>
<td>Engineering Technician I</td>
<td>$74.00</td>
</tr>
<tr>
<td>GIS Professional I</td>
<td>$122.00</td>
</tr>
<tr>
<td>Environmental Consultant I</td>
<td>$114.00</td>
</tr>
<tr>
<td>Administrative I</td>
<td>$62.00</td>
</tr>
</tbody>
</table>

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.
ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.  
PROFESSIONAL SERVICES AGREEMENT

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA will all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA’s sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client’s failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney’s fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client’s breach. The Client’s obligation to pay for GHA’s services is in no way dependent upon the Client’s ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client’s completion of the project.

5. Instruments of Service. The Client acknowledges GHA’s plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA’s Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys’ fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA’s Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA’s Scope of Basic Services, GHA shall not be liable for coordination with any of the services of Client’s other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA’s electronic files shall be prepared in the current software GHA uses and will follow GHA’s standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client’s project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA’s instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA’s completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.
9. Opinion of Probable Construction Costs. GHA’s Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor’s methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA’s reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA’s opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its own determination, it wants more certainty respecting construction costs.

10. Contractor’s Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client’s construction contractors. GHA is not responsible for the supervision and coordination of Client’s construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client’s construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety, and warrants that this intent shall be included in the Client’s agreement with all prime contractors. The Client agrees that GHA and GHA’s personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor’s or its subcontractors’ negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor’s and subcontractors’ general liability insurance policy. Client warrants that this intent shall be included in the Client’s agreement with all prime contractors. If the responsible prime contractor’s agreement fails to comply with the Client’s intent then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor’s or subcontractors’ negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA’s scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA’s Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA’s review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA’s consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA’s total aggregate liability to the Client for GHA’s alleged acts, errors or omissions to $50,000 or the amount of GHA’s paid fees for its services on the project, whichever is greater. GHA’s liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys’ fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder’s risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was located. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA’s services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA’s owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA’s prior written consent. There are no third-party beneficiaries to this Agreement.
## EXHIBIT B
CITY OF RAPID CITY - SHERIDAN LAKE ROAD TRAFFIC STUDY
FROM ALBERTTA DRIVE TO CORRAL DRIVE

<table>
<thead>
<tr>
<th>Task 1 - Project Management</th>
<th>Manhour</th>
<th>Labor</th>
<th>Expense</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Guide</td>
<td>4</td>
<td>$490</td>
<td>$50</td>
<td>$530</td>
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<tr>
<td>GCDMA</td>
<td>54</td>
<td>$5,760</td>
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<td>Monthly Invoicing</td>
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<td>$4,040</td>
<td>$40</td>
<td>$4,480</td>
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<td>Monthly Progress Reports</td>
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<td>$1,870</td>
<td>$10</td>
<td>$1,980</td>
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<td>Project Closeout</td>
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<td>$100</td>
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<table>
<thead>
<tr>
<th>Task 2 - Data Collection and Project Development</th>
<th>Manhour</th>
<th>Labor</th>
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<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>Complete available information</td>
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<tr>
<td>Review existing traffic studies</td>
<td>10</td>
<td>$1,700</td>
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<td>$1,700</td>
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<tr>
<td>Review existing volume and turning movement data</td>
<td>8</td>
<td>$1,020</td>
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<td>$1,020</td>
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<tr>
<td>Review Crash Data</td>
<td>4</td>
<td>$690</td>
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<tr>
<td>Review access ordinances and guidelines</td>
<td>2</td>
<td>$340</td>
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<td>Review City design standards</td>
<td>2</td>
<td>$340</td>
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<td>Identify bicycle and pedestrian facilities</td>
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<td>$450</td>
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<tr>
<td>Identify existing transit routes</td>
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<td>$210</td>
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<tr>
<td>Identify truck and delivery routes</td>
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<td>Timing movement data collection</td>
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<td>Methods and Assumptions Analysis &amp; Document</td>
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<td>$7,840</td>
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<table>
<thead>
<tr>
<th>Task 3 - Existing Conditions Analysis</th>
<th>Manhour</th>
<th>Labor</th>
<th>Expense</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>Existing Conditions Traffic Volume Development</td>
<td>16</td>
<td>$2,320</td>
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<tr>
<td>Existing Conditions Operational Analysis</td>
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<tr>
<td>Existing Conditions Safety and Access Analysis</td>
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<td>Existing Conditions Corridor Analysis</td>
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<table>
<thead>
<tr>
<th>Task 4 - Traffic Forecasts and No-Build Analysis</th>
<th>Manhour</th>
<th>Labor</th>
<th>Expense</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Future Condition Volume Development</td>
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<thead>
<tr>
<th>Task 5 - Identification of Alternatives</th>
<th>Manhour</th>
<th>Labor</th>
<th>Expense</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>Alternatives Identification and Screening</td>
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<td>$650</td>
<td>$5,000</td>
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<td><strong>$4,350</strong></td>
<td>$650</td>
<td><strong>$5,000</strong></td>
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<table>
<thead>
<tr>
<th>Task 6 - Alternatives Analysis</th>
<th>Manhour</th>
<th>Labor</th>
<th>Expense</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Build Alternatives Traffic Analysis</td>
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<td>$13,040</td>
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<td>$13,040</td>
</tr>
<tr>
<td>Build Alternatives Safety and Access Analysis</td>
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<td>Concept Design for Alternatives</td>
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<table>
<thead>
<tr>
<th>Task 7 - Public Involvement</th>
<th>Manhour</th>
<th>Labor</th>
<th>Expense</th>
<th>Total Cost</th>
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<tbody>
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<td>Informational Making</td>
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<td>$100</td>
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<tr>
<td>Stakeholder Coordination</td>
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<table>
<thead>
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<th>Task 8 - Draft and Final Study Report</th>
<th>Manhour</th>
<th>Labor</th>
<th>Expense</th>
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<tr>
<td>Draft Study Report</td>
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<td>$13,400</td>
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<tr>
<td>Draft Study Report Review Meeting</td>
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<tr>
<td>Final Study Report</td>
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Total 1014 $138,780

TOTAL LABOR $138,780
TOTAL EXPENSES $9,410
TOTAL NOT TO EXCEED FEE $148,190
EXHIBIT C
SCHEDULE OF PAY RATES

HDR ENGINEERING, INC.

FEE SCHEDULE
FOR SHERIDAN LAKE ROAD TRAFFIC STUDY
FROM ALBERTTA DRIVE TO CORRAL DRIVE
Project No. 17-2373 / CIP No. 51122
City of Rapid City, South Dakota

The following fee schedule is the 2017 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>
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</tr>
<tr>
<td>Senior Project Manager</td>
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<td>Admin Assistant</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"   | $0.25 each     |
Color 11" x 17" Copies        | $1.25 each     |

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.