

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

Date: February 20, 2013

Project Name & Number: Minnewasta Water Main Reconstruction and Street Rehabilitation
Project No. 12-2060

CIP #: 50383

Project Description: To provide professional engineering services.

Consultant: HDR Engineering, Inc.

Original Contract Amount: \$43,999

Original Contract Date: February 20, 2013

Original Completion Date: July 26, 2013

Addendum No:

Amendment Description:

Current Contract Amount: _____
Change Requested: _____
New Contract Amount: _____ \$0.00

Current Completion Date: _____
New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$26,400.00	933	4223	602	Water Replacement/Improvement
\$17,599.00	8910	4223	505	CIP Streets
\$43,999.00	Total			

Agreement Review & Approvals

[Signature] _____ 2/16/13
Project Manager Date

[Signature] _____ 2/16/13
Compliance Specialist Date

City Attorney Date

Division Manager Date

[Signature] _____
Department Director Date

ROUTING INSTRUCTIONS

Route **two** originals of the **Agreement** 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)

Date	Initials	Approved
3/7/2013	[Signature]	(Y) N
Cash Flow		(Y) N

**Agreement Between City of Rapid City and HDR Engineering, Inc.
for Design and Bidding Professional Services for Minnewasta Water Main
Reconstruction and Street Rehabilitation, Project No. 12-2060 / CIP No. 50383**

AGREEMENT made February 20, 2013, between the City of Rapid City, SD (City) and HDR Engineering, Inc., (Engineer), located at 3820 Jackson Boulevard, Suite 1, Rapid City, South Dakota. City intends to obtain services for design and bidding, Project No. 12-2060, CIP No. 50383. The scope of services is as described in Exhibits A and B.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in Exhibits A and B, 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.

1.2 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 Exhibits A and B.)
- 1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.
- 1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

Section 2—Information Provided by City

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

Section 3—Notice to Proceed

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

Section 4—Mutual Covenants

4.1 General

- 4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



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

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



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



appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.

- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

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

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

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

This section shall be binding on all subcontractors or suppliers.



Section 5—Payments to the Engineer

5.1 Schedule of Pay Rates

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer's hourly rate schedule. (See Exhibit C.)

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$43,999.00 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 at the rates established in Section 5.1 and approved by the City.

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

Section 6—Completion of Services

The Engineer shall complete services on or before July 26, 2013 based on an award date of February 20, 2013.

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



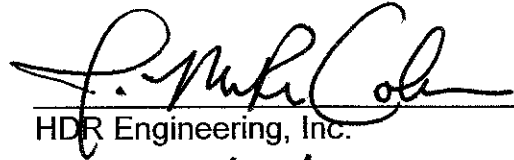
damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

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:

Engineer:

MAYOR



HDR Engineering, Inc.

DATE: _____

DATE: 2/1/13

ATTEST:

FINANCE OFFICER

Reviewed By:



LOUIE ARGUELLO, PROJECT MANAGER

DATE: 2/6/13

CITY'S DESIGNATED PROJECT REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME Louie Arguello
PHONE (605) 394-4154
EMAIL Louie.Arguello@rcgov.org

NAME Christopher Robinson
PHONE (605) 791-6100
EMAIL Christopher.Robinson@hdrinc.com



Project Background

HDR Engineering was selected by the City of Rapid City to complete design services for improvements to Minnewasta Road in Rapid City.

The existing asphalt pavement has deteriorated and requires rehabilitation. Improvements to the water system are required to replace aging water mains. The project limits are anticipated to include Minnewasta Road from Sheridan Lake Road to approximately ninety feet south of Aster Court.

HDR Engineering will complete all aspects of the design and public involvement with the support of Terracon Consultants, Inc (Terracon) for geotechnical boring and pavement design recommendations. Minnewasta Street is a local residential street so efforts will be made to minimize the impacts to local commuters and pedestrians during construction. Professional services have been divided into five Tasks: Preliminary Design, Final Design, and Bidding Services in Phase 1 with Basic Construction and Expanded Construction Services to be negotiated for Phase 2.

Project Phase 1 Scope of Services

TASK 1 – PRELIMINARY DESIGN SERVICES

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

- 1.1 Project Initiation and Data Gathering: HDR project initiation includes the tasks of setting up the contract documents, planning the project activities, and communicating task responsibilities with the project team. HDR will review available background information and other resources as necessary. GIS and existing utility information required for the Project will be provided by the City.
- 1.2 Project Kick-off Conference: HDR shall meet with City staff to detail project concept and scope. HDR shall prepare an agenda, take minutes, and distribute minutes.
- 1.3 Perform topographic site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates.
- 1.4 Recommend location and extent of geotechnical services investigations necessary to complete design. Terracon Consultants, Inc will be a sub consultant for geotechnical services on the project and HDR will be responsible for all associated coordination and payments.
- 1.5 Develop and distribute a project survey to adjacent property owners. The questionnaire will seek to obtain site specific information such as landscaping, irrigation, and special project needs. HDR will evaluate responses and will follow up as appropriate with property owners prior to submitting final plans and contract documents. A notification letter will also be mailed prior to the survey to inform landowners of the project.

EXHIBIT A

City of Rapid City
Minnewasta Water Reconstruction & Street Rehabilitation
HDR Engineering – Phase 1 Scope of Services

- 1.6 Landowner Coordination: HDR to arrange and meet with property owners, as needed, regarding specific project issues and components.
- 1.7 Preliminary Design Report: HDR will establish and indicate project specific design criteria and standards within the Preliminary Design Report (PDR). The PDR will include the investigation and recommendations for utility and street improvements. The PDR will include all design assumptions for water main location, design life, design criteria, and reference of design resources and will reference the 2012 Infrastructure Design Criteria Manual to establish design criteria and standards.
- **Watermain Design / Analysis:**
 - a) HDR will provide recommendations for rehabilitation or replacement of the existing watermains. The existing asbestos cement mains will be evaluated for replacement. If the main is to be replaced, then pipe bursting may be considered. If pipe bursting is not feasible the water mains will be replaced with traditional open trench techniques. The evaluation will include coordination with the Department of Natural Resources (DENR) for proper handling of asbestos materials.
 - b) HDR will coordinate with city utility staff to verify the location and condition (size/material) of existing piping and services within the project limits. Available information will be reviewed for the presence of polybutylene service lines and non-conforming services. These services shall be identified and a recommendation to correct them will be provided.
 - c) HDR will complete water distribution system modeling within an extended project area including Minnewasta Street and Harney Drive, including the connections to Sheridan Lake Road, and Kepps Reservoir. The distribution model will be utilized to perform a fire flow analysis and the findings will assist in determining recommended main sizes for new piping. The existing six inch PVC water main on Minnewasta Street will be evaluated for capacity and a recommendation on whether replacement is necessary will be provided.
 - **Sanitary Sewer Design / Analysis:**
 - a) Sanitary sewers have been determined by the City to be in good condition. Further design or analysis of sanitary main replacement is not included in the scope of work.
 - b) HDR will coordinate with City utility staff to verify the location of existing piping and services within the project limits. Non-conforming services shall be identified with recommendations to correct them.
 - c) Sanitary manhole castings will be adjusted to fit the new pavement section and reduce inflow. Chimney seals will be installed or adjusted as necessary.
 - **Storm Sewer Design / Analysis:**
 - a) HDR shall identify surface drainage limitations and recommended improvements. Surface drainage evaluation will include curb and gutter, drain pans, and pavement crown/slope. Minnewasta Street's ability to carry storm runoff in the curb and gutter sections will be evaluated and recommendations for improvements (if required) will be provided.
 - b) HDR has reviewed the Arrowhead Drainage Basin Design Plan. Major drainage improvements are not identified for Minnewasta Street. Increasing inlet capacity at the intersection of Sheridan Lake Road was recommended. HDR shall evaluate the current inlets at Sheridan Lake Road for capacity and provide recommendations for improvement (if required).

EXHIBIT A

City of Rapid City
Minnewasta Water Reconstruction & Street Rehabilitation
HDR Engineering - Phase 1 Scope of Services

- Private Utility Coordination:
 - a) HDR will send a notification letter to applicable private utility companies to identify project impacts. Each utility will be provided with project information to prepare for construction and ensure that all existing utilities are completely and accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents.
 - Geotechnical Testing and Pavement Design:
 - a) A geotechnical report will be prepared by Terracon. Terracon's proposed scope of work is provided as an attachment.
 - b) The geotechnical report shall be included within the PDR, and include soil classifications, N values, groundwater levels, proctors, and resistivity tests.
 - c) The PDR shall include a pavement design analysis and section recommendation. Asphalt pavement will be utilized on the project and concrete pavement will not be considered.
 - d) Edge mill and overlay will be evaluated. Reconstruction of the street is not anticipated.
 - e) Evaluate the incorporation of asphalt millings into the subgrade to reduce base course and/or pavement thickness.
 - Americans with Disabilities Act (ADA) compliance:
 - a) HDR shall evaluate and incorporate applicable ADA requirements into the project design.
 - Conceptual Drawings
 - a) HDR shall provide three copies and a PDF version of preliminary plan and profile sheets including locations of existing and new utilities and street alignment. Existing and proposed utility mains and services (plan and profile), fittings, and proposed surfacing and drainage items will be shown.
 - b) Project layout will include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area).
 - c) HDR will provide a copy of the deeds and prepare exhibits (as necessary) for the City Attorney's office who will prepare the necessary documents for easement acquisition. The Consultant will arrange and coordinate meetings with individual property owners regarding ROW and permanent and temporary easement needs.
 - Provide one copy of the preliminary opinion of probable construction costs for the project.
- 1.8 Attend PDR submittal review meeting with City staff.
- 1.9 QA/QC: HDR has established a QA/QC program to ensure that all work meets the standard of HDR and our clients. The QA/QC representatives for this project will be Mr. Jason Kjenstad, PE and Mr. Bryon Wood.

Mr. Kjenstad will be responsible for QA/QC of all aspects of roadway design. His tasks involve a detailed internal review of the design and construction documents that is separate from the on-going checking and review process that occurs during the design of

EXHIBIT A

City of Rapid City
Minnewasta Water Reconstruction & Street Rehabilitation
HDR Engineering – Phase 1 Scope of Services

the project. The internal review shall include constructability review, a thorough check for errors and omissions, review of quantities, plan clarity, and project scope requirements.

Mr. Wood will be responsible for QA/QC of the hydraulic distribution model. He has expertise with the City's modeling software, InfoWater, as well as significant AutoCAD and GIS management and analysis experience.

TASK 1 SUBMITTALS:

- Project Kick-Off Meeting Minutes
- Preliminary Design Report
- Conceptual Drawings
- Preliminary Cost Estimate
- Preliminary City Review Comment Responses
- Property Owners Meeting Minutes
- Private Utility Coordination Meeting Minutes

TASK 1 MEETINGS:

- Project Kick-Off Meeting
- Preliminary Design Report Meeting
- Property Owner Meetings

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 Services

- Install handicap access ramps and fillets. Also, incorporate ADA compliance items, such as driveway and sidewalk improvements if done for drainage reasons; otherwise the existing will remain as is.
- Incorporate Erosion and Sediment Control items: Provide Erosion and Sediment Control Plans, and include appropriate bid items in the bidder's proposal.
- If desiring exceptions from City requirements or specifications, HDR shall request and secure exceptions.
- Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Project drawing specific issues shall be indicated as a General Note on the drawings. Material types and material specific items shall be included as a detailed specification.
- Provide traffic control plan showing all streets and alleys that may be impacted by the construction of this project. Show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plan. Traffic control plan shall indicate sequence, intent, identification, and placement of project specific traffic control items.
- Provide three copies of complete plans, specifications, and opinion of probable construction costs. Provide one copy of the plans in PDF format. Plans shall include quantities, general notes, specifications, removal limits, station/offset information for all items.

EXHIBIT A

City of Rapid City
Minnewasta Water Reconstruction & Street Rehabilitation
HDR Engineering – Phase 1 Scope of Services

- 2.2 Address City comments from the Preliminary Design Report review and finalize Project Design Report. The final Project Design Report shall be submitted when HDR believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.
- 2.3 Address City's 100% submittal review comments.
- 2.4 Address comments received from the Department of Environment and Natural Resources. City staff will submit the necessary documents for approval.
- 2.5 Identify permits that will be required for the Contractor.
- 2.6 Final Plan Submittal
 - Provide a PDF of the complete plans and specifications for reproduction to be done by the City.
 - Provide one copy of the final opinion of probable construction costs for the project.
 - Provide the City a unit price cost estimate on CD in Microsoft Excel XP on City "Engineer's Estimate" form.
 - All final submittals shall contain a Certification Statement of Conformance with City Standards which shall read, "I (insert Engineer of Record's name) Certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City's adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured". 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 with City Specifications" shall be signed and dated by the Engineer of Record.
 - Provide the City complete specifications and contract documents on CD in Microsoft Word.
 - Provide complete plans on CD compatible with AutoCAD 2011 format.
- 2.7 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.

TASK 2 SUBMITTALS:

- Final Project Design Report
- Final Review Drawings and Specifications
- Final Review Cost Estimate
- Final City Review Comment Responses
- Property Owners Meeting Minutes
- Final Drawings and Specifications Submittal
- Final Cost Estimate

EXHIBIT A

City of Rapid City
Minnewasta Water Reconstruction & Street Rehabilitation
HDR Engineering – Phase 1 Scope of Services

TASK 2 MEETINGS:

- Private Utility Coordination Meeting
- Final Project Design Report Review Meeting

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 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 HDR shall complete a plot/print check of reproduction work.
- 3.3 Conduct a Pre-bid Conference. Record attendance and minutes.
- 3.4 Issue addenda to the bid documents as required.
- 3.5 Prepare a letter to the City of Rapid City project manager recommending award and certification of the bid tab.

TASK 3 SUBMITTALS:

- Pre-bid Conference minutes
- Bid Addenda (as required)
- Bid Award Recommendation Letter

TASK 3 MEETINGS:

- Pre-bid Conference Meeting

Project Phase 2 Scope of 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

The proposed schedule for design services is based on the information provided in the Request for Proposals. This schedule is based on a 2013 construction season with no carryover into 2014. HDR is prepared to meet the project deadlines as noted below and is always open to discussion on schedule adjustments to meet the City of Rapid City's goals for the project. The schedule allows one week for City review of Preliminary Design Report and Final Design Services submittals.

Notice to Proceed with Design	February 22, 2013
Preliminary Design Report	March 29, 2013
Final Design Services Submittal	May 7, 2013
Final Plans and Specifications for Bidding	May 24, 2013
Bid Letting	June 11, 2013
Project Construction 100% Complete	September 20, 2013



January 31, 2013

Mr. Chris Robinson, PE
HDR Engineering, Inc.
3820 Jackson Boulevard, Suite 1
Rapid City, South Dakota 57702

**Subject: Proposal for Geotechnical Engineering Services
Minnewasta Water Main Reconstruction and Street Rehabilitation
Rapid City, South Dakota
City of Rapid City Project No. 12-2060 / CIP No. 50383
Terracon Proposal No. GB413009R1**

Dear Chris,

As requested, Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal for providing geotechnical engineering services for the design and construction of the above referenced project. This proposal includes an outline of the project information and our proposed scope of services, fee, and schedule.

A. PROJECT INFORMATION

We understand the project will consist of the replacement of the existing water main along Minnewasta Road from Sheridan Lake Road to Aster Court in Rapid City, South Dakota. This project is being proposed by the City of Rapid City because most of the existing water main is susceptible to corrosion and/or may be undersized. Spacing between fire hydrants and inconsistencies in pipe diameter in regards to capacity and fire flows are also of concern.

Additionally, a mill and overlay is recommended by the City of Rapid City to rehabilitate the street due to deterioration (widespread cracking, patching, and alligator cracking) of the existing asphalt pavement section. An edge mill and overlay is expected with full depth removal of distressed areas.

B. SCOPE OF SERVICES

The purpose of the geotechnical engineering services will be to evaluate the subsurface soil and groundwater conditions, perform a condition survey of the existing asphalt street section, and to determine geotechnical design criteria for the design and development of the site infrastructure (utilities) as well as provide asphalt mill/overlay or replacement options. The services to be provided by Terracon are summarized in the following paragraphs.

Proposal for Geotechnical Engineering Services
Minnewasta Road Rehabilitation ■ Rapid City, South Dakota
January 31, 2013 ■ Terracon Proposal No. GB413009R1



Field Program – We proposed to explore the subsurface conditions along the existing alignment with a total of six (6) soil borings extending to depths of approximately 10 feet below existing grades. Prior to drilling, the existing asphalt pavement section will be cored to determine the depth and condition of the existing section.

During drilling, samples will be collected at appropriate intervals for the project requirements and subsurface conditions encountered. Once the samples have been collected and classified in the field, they will be prepared and placed in appropriate sample containers for transport to our laboratory.

If desired, one-inch diameter PVC piezometers will be installed in a representative number of the borings to monitor for the presence and fluctuation of groundwater along the alignment.

Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and is expected to consist of moisture content, dry density, Atterberg Limits, sieve analysis, moisture-density relationship (proctor), pH, resistivity, and sulfate content.

Geotechnical Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of South Dakota. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will provide recommendations and information that address the following:

- Soil and groundwater conditions,
- Existing asphalt condition survey,
- Trench excavation and layback requirements,
- General earthwork and utility backfill requirements,
- Trench de-watering requirements,
- Site soil resistivity and sulfate characteristics,
- Asphalt mill/overlay recommendations.

Schedule - We can generally begin the field exploration program within about 5 to 10 working days after receipt of written authorization to proceed, if site and weather conditions permit. It is anticipated that the field work can be completed in one day. Laboratory testing will require approximately one week. We estimate the geotechnical report can be completed within about one week after the laboratory testing is completed. Preliminary recommendations, if required, can be provided once the fieldwork has been completed.

Proposal for Geotechnical Engineering Services
Minnewasta Road Rehabilitation ■ Rapid City, South Dakota
January 31, 2013 ■ Terracon Proposal No. GB413009R1

The logo for Terracon, featuring the word "Terracon" in a bold, sans-serif font. The letter "T" is significantly larger and more stylized than the other letters, with a horizontal bar that extends to the left.

C. COMPENSATION

For the scope of geotechnical services outlined in this proposal that includes drilling, field work, laboratory testing, and a report, the lump sum total fee would be \$2,700.00, plus applicable tax.

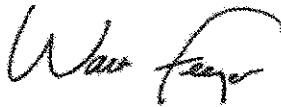
Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization.

D. AUTHORIZATION

This proposal may be accepted by executing your standard agreement for services between HDR and Terracon. This proposal is valid only if authorized within sixty (60) days from the listed proposal date.

Terracon appreciates the opportunity to provide this proposal and we look forward to working with you on this project. If you have any questions or need additional information please call our office at your convenience.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read "Walt Feeger". The signature is written in a cursive, flowing style.

Walt Feeger, P.E.
Office Manager

**EXHIBIT B
CITY OF RAPID CITY - MINNEWASTA ROAD WATER RECONSTRUCTION
AND STREET REHABILITATION PROJECT
PHASE 1 - PRELIMINARY, FINAL DESIGN & BIDDING SERVICES ENGINEERING FEE ESTIMATE**

Total Hours Labor Total Expense Total

Task 1 - Preliminary Design Services			
1.1 Project Initiation and Data Gathering	15	\$1,560	\$0
1.2 Project Kick-Off Conference	6	\$712	\$0
1.3 Topographic Survey	50	\$4,880	\$312
1.4 Geotechnical Coordination	1	\$102	\$0
1.5 Landowner Survey and Data Collection Letter	2	\$204	\$75
1.6 Landowner Coordination/Meetings	24	\$2,480	\$100
1.7 Preliminary Design Report			\$50
Watermain Design/Analysis	36	\$4,240	\$0
Sanitary Sewer Design/Analysis	4	\$392	\$0
Storm Sewer Design/Analysis	12.5	\$1,663	\$0
Private Utility Coordination	6	\$662	\$0
Geotechnical Testing/Pavement Design	3.5	\$453	\$0
Conceptual Drawings	46	\$4,684	\$0
Preliminary Opinion of Probable Construction Costs	6	\$596	\$0
1.8 Preliminary Design Report Review Meetings	7	\$914	\$0
1.12 Project Management & QA/QC	12	\$1,716	\$125
Task 1 Subtotal	231	\$25,258	\$662

Task 2 - Final Design Services			
2.1 Final Design Tasks			\$0
ADA Requirements	12	\$1,184	\$0
Erosion and Sediment Control Requirements	12	\$1,276	\$150
Detailed Specifications Supplementing CORC Standards	6	\$596	\$0
Traffic Control Plans	18	\$1,972	\$0
Polybutylene Service Replacement	1.5	\$149	\$0
Updated Probable Construction Costs	5	\$494	\$0
2.2 Final Review Submittal	31	\$3,200	\$0
2.3 Address City Review Comments	12	\$1,342	\$0
2.4 DENR Plan Review	1	\$81	\$0
2.5 Project Permits	2	\$162	\$0
2.6 Final Plan Submittal	3	\$281	\$125
2.7 Final QA/QC	10	\$1,520	\$0
Task 2 Subtotal	113.5	\$12,257	\$275

Task 3 - Bidding Services			
3.1 Submit Information for City Advertising Authority Form	0.5	\$51	\$0
3.2 Final Plans/Specs for City Production/Distribution to Bidders	1	\$102	\$25
3.3 Pre-Bid Conference	6	\$712	\$25
3.4 Issue Addenda to Bid Documents (as required)	15	\$1,464	\$0
3.5 Prepare Award Recommendation/Review Bid Tab	4	\$366	\$0
3.6 Review Construction Contract Documents	1	\$102	\$0
Task 3 Subtotal	27.5	\$2,797	\$50

TOTAL 372 \$40,312 \$987

TOTAL LABOR \$40,312
TOTAL EXPENSES \$987
TERRACON GEOTECHNICAL SUBCONSULTANT \$2,700
TOTAL NOT TO EXCEED FEE \$43,999

**EXHIBIT C
SCHEDULE OF PAY RATES**

HDR ENGINEERING, INC.

FEE SCHEDULE

**PHASE 1 of 2 - PRELIMINARY, FINAL DESIGN, and BIDDING SERVICES
FOR MINNEWASTA STREET WATER RECONSTRUCTION & STREET REHABILITATION
Project No. 12-2060 / CIP No. 50383
City of Rapid City, South Dakota**

The following fee schedule is the 2013 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.

<u>EMPLOYEE - DISCIPLINE</u>	<u>BILLING RATE/HR</u>
Project Principal	\$198.00
Project Manager	\$102.00
Sr. Civil Engineer	\$152.00
Sr. Water/Wastewater Engineer	\$152.00
Sr. CADD Technician	\$94.00
Registered Land Surveyor	\$104.00
Accounting / Admin	\$80.00
Word Processing/Clerical	\$60.00

DIRECT EXPENSES

Vehicle Mileage	\$ 0.555/Mile
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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.



CERTIFICATE OF LIABILITY INSURANCE

PW021213-12

DATE (MM/DD/YYYY)

6/1/2013

5/22/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City 64112-1906 (816) 960-9000	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Fire Insurance Company		19682
INSURER B: St. Paul Fire and Marine Insurance Company		24767
INSURER C: Sentinel Insurance Company, Ltd.		11000
INSURER D: Zurich American Insurance Company		16535
INSURER E:		
INSURER F:		

COVERAGES HDRIN01 SA **CERTIFICATE NUMBER:** 312366 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	N	N	37CSEQU0950	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37MCPQU1160 (MA)	6/1/2012 6/1/2012 6/1/2012	6/1/2013 6/1/2013 6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	N	N	ZUP-10R64084-12-NF (EXCLUDES PROF. LIAB)	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	91WEOH1000	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	EOC9260026-05	6/1/2012	6/1/2013	PER CLAIM: \$1,000,000. AGG: \$1,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

312366
FOR INFORMATION PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ronald J. Luster

Minnewasta Street Utilities Project No. 12-2060 CIP No. 50383

