

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

Date: March 22, 2011

Project Name & Number: Jackson Boulevard and West Main Street Intersection Reconstruction CIP #: 50858
Project No. 11-1945

Project Description: Project will reconstruct the intersection, including new water, sewer, storm sewer, signals, lighting, handicap ramps, and possible access improvements.

Consultant: HDR Engineering, Inc.

Original
Contract Amount: \$136,056.00

Original
Contract Date: 12/20/11

Original
Completion Date:

Addendum No:

Amendment Description:

Current Contract Amount: _____

Current Completion Date: _____

Change Requested: _____

New Contract Amount: _____

\$0.00

New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$80,056.00	301	4223	101	
\$23,000.00	833	4223	604	
\$23,000.00	933	4223	602	
\$10,000.00	8911	4223	505	
\$136,056.00	Total			

Agreement Review & Approvals

Paul Robert 12/7/11
Project Manager Date

Paula M 12-7-11
Division Manager Date

Chamberlain 12/7/11
Compliance Specialist Date

Department Director Date

City Attorney 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
Appropriation			Y N
Cash Flow			Y N

**Agreement Between City of Rapid City and HDR Engineering, Inc
for Professional Services for the Jackson Boulevard & West Main Street
Intersection Reconstruction Project, Project No.11-1945 / CIP No. 50858**

AGREEMENT made December 20, 2011, between the City of Rapid City, SD (City) and HDR Engineering Inc, (Engineer), located at 3820 Jackson Boulevard, Suite 1, Rapid City, SD, 57702-3202. City intends to obtain services for the Jackson Boulevard & West Main Street Intersection Reconstruction Project, Project No. 11-1945, CIP No. 50858. 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 \$136,056.00 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 based on the schedule included in Exhibit A.

Section 7—Insurance Requirements

7.1 Insurance Required

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

7.2 Cancellation

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



7.3 City Acceptance of Proof

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

7.4 Specific Requirements

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than \$1,000,000 each occurrence and not less than \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.

Section 8—Hold Harmless

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished



under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

Section 9—Independent Business

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

Section 10-Indemnification

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site 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: _____

ATTEST:

FINANCE OFFICER

Reviewed By:



Todd Peckosh, PROJECT MANAGER

DATE: 12/7/11

**CITY'S DESIGNATED PROJECT
REPRESENTATIVE**

**ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE**

NAME Todd Peckosh, PE
PHONE 605-342-0116
EMAIL ADDRESS todd.peckosh@rcgov.org

NAME Jody Page, PE
PHONE 605-791-6100
EMAIL ADDRESS jody.page@hdrinc.com



ATTACHMENT A

City of Rapid City
Jackson Boulevard & West Main Street Intersection Reconstruction
HDR Engineering - Phase 1 Scope of Services

Project Background

HDR Engineering was selected by the City of Rapid City to complete design services for improvements at the intersection of Jackson Boulevard and West Main Street in Rapid City.

The existing concrete pavement has deteriorated and reconstruction will allow possible improvements to the geometry, city and private utility replacement, and potentially the addition of bike lanes and access improvements. The project limits are anticipated to extend approximately 100-200' west and south of the intersection and approximately 500' east of the intersection.

HDR Engineering will complete all aspects of the design and public involvement with the support of American Engineering Testing, Inc (AET) for geotechnical boring and pavement design recommendations. The intersection of West Main and Jackson Boulevard is a vital intersection component to the City's transportation system so every effort will be made to minimize the impacts to our daily 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 in 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. American Engineering Testing, 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 Public Meeting #1: HDR shall arrange and conduct a public meeting to solicit design input and considerations for the project. Meeting shall be in an open house format and HDR will provide a minimum of 3 staff members at the meetings and prepare project exhibit boards, sign in sheet, and comment cards.

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City of Rapid City

Jackson Boulevard & West Main Street Intersection Reconstruction

HDR Engineering - Phase 1 Scope of Services

1.6 Landowner Coordination: HDR to arrange and conduct up to 12 individual property owner meetings 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 improvements, identification of access management issues and potential improvements, and a traffic analysis and roadway design study to determine recommendations for geometric reconfiguring of the intersection. The PDR will include all design assumptions for water main location, sanitary sewer main location, design life, design criteria, and reference of design resources and will reference the City Draft Utility Design Criteria Manual to establish design criteria and standards.

- Watermain Design / Analysis:

- a) HDR will provide recommendations for rehabilitation or replacement of the existing watermain. The scope of the watermain improvements is anticipated to be the replacement of the 18" and 20" existing lines under West Main and potential adjustments to address any non-conforming private services.
- 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. Non-conforming services shall be identified with recommendations to correct them.
- c) HDR will coordinate with city utility staff to pothole and verify location of 30" watermain and if it is conflict with the existing Ace Hardware building. HDR to evaluate locations of existing valves on 30" within and adjacent to the project limits and provide recommendation for improvements if necessary
- d) HDR will coordinate with Watermain Corrosion Repair consultant to determine needs within project area (anticipated 2012 construction for these improvements)
- e) HDR will complete water distribution system modeling within an extended project area approximately from Mountain View to West Boulevard to determine/verify recommended sizes and materials for new piping.
- f) HDR will design a proposed layout recommendation of new watermain piping and appurtenances.
- g) Additional survey and/or investigation outside the project area may be needed to adequately analyze non-conforming services.

- Sanitary Sewer Design / Analysis:

- a) HDR will provide recommendations for rehabilitation or replacement of the existing sanitary sewer mains. The scope of the sanitary sewer improvements is anticipated to be the lining or replacement of the existing lines under the intersection, reconfiguring of the piping and manhole connection under the northwest corner of the intersection, and potential improvements to eliminate the private sewer system on the southeast corner of the intersection.
- 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. Tapes from the televising of existing lines shall be provided by the City.
- c) HDR will coordinate with city utility staff for the investigation of sewer service connections including landowner communications and dye testing.
- d) The location and condition (size/material) of sewer services shall be evaluated in the Project corridor. Non-conforming services shall be identified with recommendations to correct them.

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City of Rapid City
Jackson Boulevard & West Main Street Intersection Reconstruction
HDR Engineering - Phase 1 Scope of Services

- e) Additional survey and/or investigation outside the project area may be needed to adequately analyze non-conforming services.
- Storm Sewer Design / Analysis:
 - a) HDR will review and evaluate the existing Jackson Boulevard Drainage Basin Design Plan and, if applicable, recommend amendments to the plan. If an amendment to the Design Plan is needed, it will be done under a separate agreement. The evaluation shall include drainage modeling and calculation of flows discharged through the project area in accordance with city design criteria (2008 Edition, draft). HDR will evaluate flows, capacity, condition, and provide recommendations for improvements to the elements within the project limits and adjacent elements that will be affected by this project and future improvements. Any recommendation for improvements outside of the project limits may be used by the City for future projects; no final designs are expected to be provided for these elements under this contract.
 - b) HDR shall identify design flows, existing capacity and condition; provide recommendations for improvements (if required) to the storm sewer system.
 - c) HDR will evaluate potential water quality features for the project area and within the city storm sewer system and present options in the PDR. Any recommended features outside of the project limits may be used by the City for future projects; no final designs are expected to be provided for these elements under this contract.
- Private Utility Coordination:
 - a) HDR will send a letter notification of the project to identify private utility impacts with each provider to prepare for construction to 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.
 - b) Preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete followed by a private utility coordination meeting in two to three weeks. Subsurface utility exploration may be required on this project.
- Intersection Geometry:
 - a) HDR will evaluate up to 5 options for intersection configurations including up to 3 options to be developed into conceptual layouts for consideration and a recommendation of the preferred alternative.
 - b) HDR will evaluate the need to install islands or medians in the project corridor and provide project recommendations.
 - c) HDR will evaluate revisions to driveway/business access to improve functionality and safety and provide access management recommendations within Project area.
 - d) Proposed intersections shall be designed to meet ADA requirements.
 - e) HDR will investigate and provide recommendations regarding the possible installation of bike lanes.
 - f) PDR will include conceptual construction sequencing and traffic control plans that will be further developed for the final plans of the preferred alternative.
 - g) Provide justification for the recommendations provided and analysis of alternatives.
 - h) Prepare conceptual opinion of probable construction costs for the feasible project alternatives. Estimated square foot costs for Right of Way required will be provided by City.
- Traffic Analysis:
 - a) HDR shall prepare a Traffic Study to determine intersection through lane / turn lane requirements. City will provide the latest intersection count data to HDR.

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City of Rapid City
Jackson Boulevard & West Main Street Intersection Reconstruction
HDR Engineering - Phase 1 Scope of Services

- b) HDR to coordinate with city staff traffic engineers to evaluate the model results for configuration options that may have an impact to the intersection and surrounding traffic network
 - c) Traffic Signals and Street Lights are anticipated to be replaced as part of the Project.
- Geotechnical Testing and Pavement Design:
 - a) The geotechnical report shall be included within the PDR, and include soil classifications, N values, water levels, proctors, and resistivity tests.
 - b) The PDR shall include a pavement design analysis and section recommendation. Only PCC pavement will be considered for this project.
- 1.8 Attend PDR submittal review meeting with City staff, if necessary. Attend up to 3 City of Rapid City Council and Committee meetings to provide design background information.
- 1.9 35% Plan Submittal
 - Provide 1 copy of the preliminary opinion of probable construction costs for the project.
 - Provide 2 copies of the preliminary plan and profile sheets including locations of existing and new utilities and street alignment. Show existing and proposed utility mains and services (show mains in profile as well), fittings, and proposed surfacing and drainage items.
 - Project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area).
 - Identify the existing right-of-way (ROW) location and any easements necessary for the Project. Include size and extent of such ROW and easements and contact information of property owners.
 - Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- 1.10 Attend 35% submittal review meeting with City staff, if necessary.
- 1.11 Consultant will prepare ROW 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 and city staff regarding ROW and permanent and temporary easement needs.
- 1.12 QA/QC: HDR has established a QC program to ensure that all work meets the standard of HDR and our clients. The QA/QC representative for this project will be Mr. James Unruh, PE. Mr. Unruh has been recognized as a Professional Associate within HDR and is known as a technical expert in all aspects of roadway design. He will be involved throughout the project and can be contacted at any point if the quality of services becomes a concern and the situation will be corrected. 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 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.

TASK 1 SUBMITTALS:

- Project Kick-Off Meeting Minutes
- Public Meeting #1 Minutes/Comments
- Preliminary Design Report

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Jackson Boulevard & West Main Street Intersection Reconstruction

HDR Engineering - Phase 1 Scope of Services

- 35% Plan Submittal
- 35% Cost Estimate
- 35% City Comment Responses
- Property Owners Meeting Minutes
- Private Utility Coordination Meeting Minutes
- Watermain Corrosion Coordination Meeting Minutes

TASK 1 MEETINGS:

- Preliminary Design Report Meeting
- Public Meeting #1
- 35% Submittal Review Meeting
- Property Owner Meetings
- Private Utility Coordination Meeting
- Watermain Corrosion Coordination Meeting

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 65% Plan Submittal

- Incorporate ADA compliance items, for example fillet, driveway and sidewalk improvements.
- Incorporate Erosion and Sediment Control items: Provide Erosion and Sediment Control Plans, and include appropriate bid items in the bidder's proposal.
- Design will include full replacement of traffic signal with and street lighting components within the project area. Design will incorporate conduit for future signal interconnect, but this scope does not include design of a temporary signal system during construction.
- 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 conceptual 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 plans shall indicate suggested sequence, intent, and general guidelines, but does not require identification or placement of project specific traffic control items.
- Provide 1 copy of the preliminary opinion of probable construction costs for the project.
- Provide 2 copies of the plan and profile sheets including locations of existing and new utilities and street alignment. Plans should include quantities, general notes, specifications, removal limits, station/offset information for all items. Plans should also include the design of landscaping components.

2.2 Address City comments from the 65% review and finalize Project Design Report.

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Jackson Boulevard & West Main Street Intersection Reconstruction

HDR Engineering - Phase 1 Scope of Services

- 2.3 Public Meeting #2: HDR shall arrange and conduct a public meeting to present the design recommendations and anticipated construction impacts for the project. Meeting shall be in an open house format and HDR will provide a minimum of 3 staff members at the meetings and prepare project exhibit boards, sign in sheet, and comment cards.
- 2.4 95% Plan Submittal
- Provide 2 copies of complete plans, specifications, and opinion of probable construction cost.
 - Provide 1 copy of the plans in pdf format.
- 2.5 Address City comments from the 95% review.
- 2.6 Submit plans and specifications to the Department of Environment and Natural Resources for approval, as necessary, and address any comments or corrections.
- 2.7 Provide any and all permits with exhibits required for the project that require City signatures. Identify permits that will be required for the Contractor.
- 2.8 Verify all utility companies will be prepared for the construction of the intersection improvements.
- 2.9 Final Plan Submittal
- Provide a pdf of the complete plans and specifications for reproduction to be done by the City.
 - Provide 1 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 XP.
 - Provide complete plans on CD compatible with AutoCAD Release 2008 to 2011 format.
- 2.10 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.

ATTACHMENT A

City of Rapid City

Jackson Boulevard & West Main Street Intersection Reconstruction

HDR Engineering - Phase 1 Scope of Services

TASK 2 SUBMITTALS:

- 65% Plan Submittal
- 65% Cost Estimate
- 65% City Comment Responses
- Public Meeting #2 Minutes/Comments
- 95% Plan Submittal
- 95% Cost Estimate
- 95% City Comment Responses
- Final Plan Submittal
- Final Cost Estimate

TASK 2 MEETINGS:

- 65% Submittal Review Meeting
- Public Meeting #2
- 95% Submittal 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 Provide pdf of plans and specifications for City reproduction and distribution.
- 3.3 Conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.
- 3.4 Issue addenda to the bid documents as required.
- 3.5 Attend the bid opening (to be held at the City Finance Office).
- 3.6 Prepare an award recommendation letter to the City of Rapid City project manager.
- 3.7 Review construction contract documents and other submittals from the contractor and submit to City of Rapid City project manager for distribution to City Attorney's for approval and signatures of the Mayor and Finance Officer.

TASK 3 SUBMITTALS:

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

ATTACHMENT A

City of Rapid City

Jackson Boulevard & West Main Street Intersection Reconstruction

HDR Engineering - Phase 1 Scope of Services

TASK 3 MEETINGS:

- Pre-bid Conference Meeting
- Bid Opening

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 future target of the summer 2014 construction season to avoid conflicts and traffic concerns with other Rapid City and Department Of Transportation projects in the area in 2012 and 2013. 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 4 weeks for City review of PDR, 35%, 65% and 95% submittals.

Notice to Proceed with Design	December 20, 2011
Public Meeting #1	March 2012
Landowner Meetings	April 2012
Preliminary Design Report	July 2012
35% Design Services Submittal	October 2012
65% Design Services Submittal	January 2013
Public Meeting #2	March 2013
95% Design Services Submittal	August 2013
Final Plans and Specifications	September 2013
Bid Letting	November 2013

EXHIBIT B

CITY OF RAPID CITY - JACKSON BOULEVARD & WEST MAIN STREET INTERSECTION RECONS
Phase 1 - PRELIMINARY, FINAL DESIGN & BIDDING SERVICES ENGINEERING FEE ESTIMATE

	Manhour Total	Labor Total	Expense Total
Task 1 - Preliminary Design Services			
1.1 Project Initiation and Data Gathering	16	\$1,497	\$0
1.2 Project Kick-Off Conference	8	\$754	\$0
1.3 Topographic Survey	46	\$4,051	\$0
1.4 Geotechnical Coordination	2	\$260	\$0
1.5 Public Meeting #1	32	\$3,187	\$200
1.6 Landowner Coordination	68	\$8,114	\$150
1.7 Preliminary Design Report			\$50
Watermain Design/Analysis	90	\$8,981	\$0
Sanitary Sewer Design/Analysis	78	\$7,521	\$0
Storm Sewer Design/Analysis	52	\$4,359	\$0
Private Utility Coordination	26	\$2,681	\$0
Intersection Geometry Design/Analysis	104	\$10,376	\$0
Traffic Analysis	67	\$8,600	\$0
Geotechnical Testing/Pavement Design	3	\$346	\$0
1.8 Preliminary Design Report Review Meetings	10	\$1,014	\$0
1.9 35% Plan Submittal	96	\$8,361	\$50
1.10 35% Submittal Review Meeting	8	\$754	\$0
1.11 ROW Exhibits and Property Owner Meetings	48	\$5,260	\$50
1.12 Project Management & QA/QC	46	\$5,507	\$175
Task 1 Subtotal	800	\$81,622	\$675
Task 2 - Final Design Services			
2.1 65% Plan Submittal	232	\$22,836	\$0
2.2 65% Submittal Review Meeting	8	\$754	\$0
2.3 Public Meeting #2	34	\$3,464	\$150
2.4 95% Plan Submittal	107	\$9,905	\$0
2.5 95% Submittal Review Meeting	8	\$754	\$0
2.6 DENR Plan Review	6	\$502	\$0
2.7 Project Permits	6	\$576	\$0
2.8 Private Utility Verification	3	\$288	\$0
2.9 Final Plan Submittal	32	\$2,915	\$50
2.10 Project Management & QA/QC	34	\$3,882	\$75
Task 2 Subtotal	470	\$45,878	\$275
Task 3 - Bidding Services			
3.1 Submit Information for City Advertising Authority Form	3	\$339	\$0
3.2 Final Plans/Specs for City Production/Distribution to Bidders	8	\$762	\$50
3.3 Pre-Bid Conference	3	\$735	\$0
3.4 Issue Addenda to Bid Documents (as required)	16	\$1,497	\$0
3.5 Attend Bid Opening	2	\$209	\$0
3.6 Prepare Award Recommendation/Review Bid Tab	3	\$288	\$0
3.7 Review Construction Contract Documents	6	\$678	\$0
Task 3 Subtotal	46	\$4,507	\$50
TOTAL	1316	\$132,007	\$1,000
TOTAL LABOR \$132,007			
TOTAL EXPENSES \$1,000			
AET GEOTECHNICAL SUBCONSULTANT \$3,049			
TOTAL NOT TO EXCEED FEE \$136,056			

EXHIBIT C SCHEDULE OF PAY RATES

HDR ENGINEERING, INC.

FEE SCHEDULE

**PHASE 1 of 2 – PRELIMINARY, FINAL DESIGN, and BIDDING SERVICES
FOR JACKSON BOULEVARD & WEST MAIN STREET INTERSECTION RECONSTRUCTION
Project No. 11-1945 / CIP No. 50858
City of Rapid City, South Dakota**

The following fee schedule is the 2012 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 is 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	\$179.69
Project Manager	\$129.94
Civil Engineer	\$ 79.12
Water/Wastewater Engineer	\$ 89.00
Traffic/Lighting Engineer	\$ 97.17
Sr. Roadway Engineer	\$ 147.17
Sr. Traffic Engineer	\$ 128.61
Sr. Wastewater Engineer	\$ 141.62
Sr. CADD Technician	\$ 85.96
Registered Land Surveyor	\$ 88.97
QA/QC	\$138.57
Accounting / Admin	\$ 77.41
Word Processing/Clerical	\$ 51.02

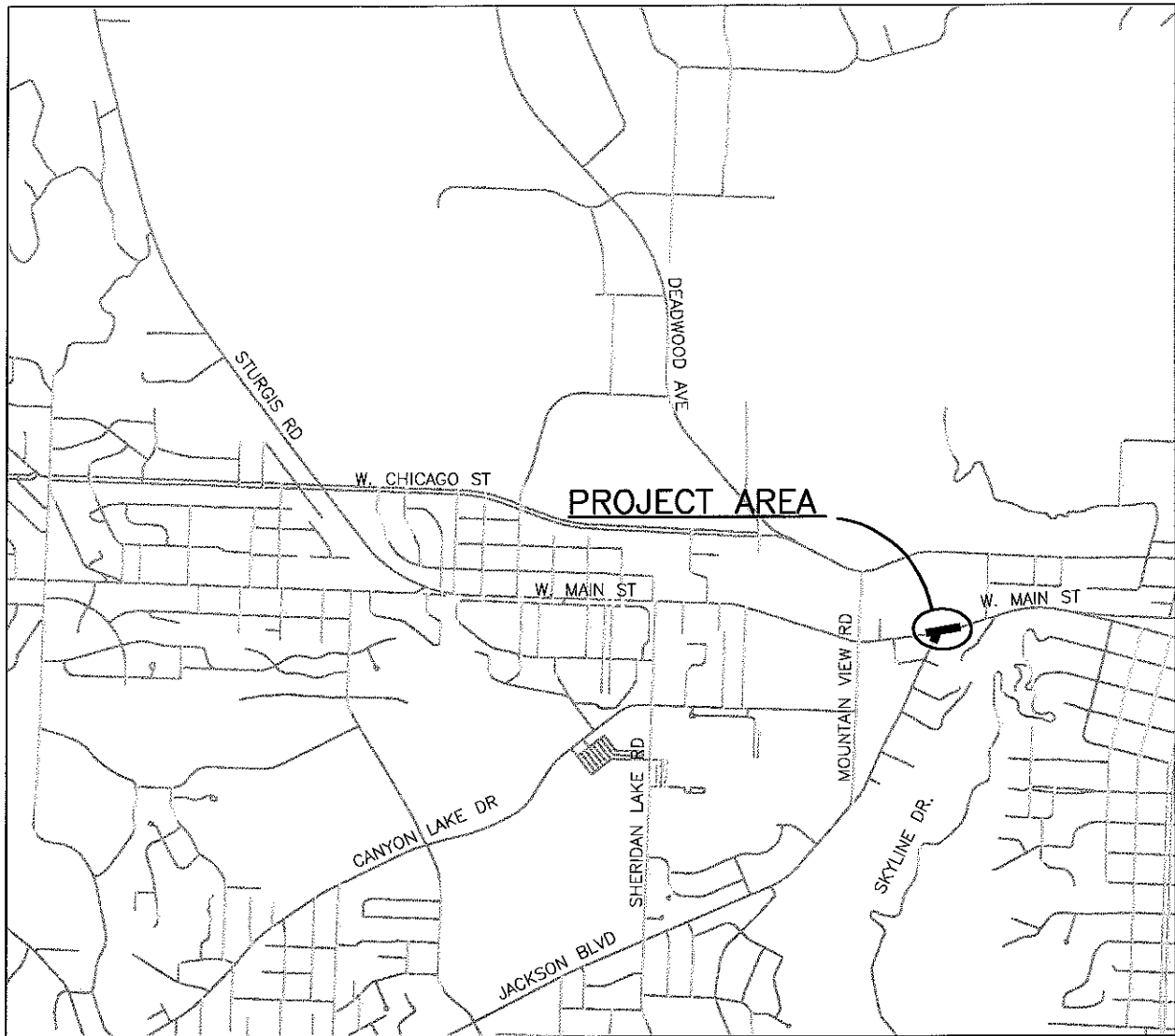
DIRECT EXPENSES

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.

EXHIBIT



JACKSON BOULEVARD & WEST MAIN STREET INTERSECTION RECONSTRUCTION PROJECT

PROJECT # 11-1945, CIP 50858



CERTIFICATE OF LIABILITY INSURANCE

6/1/2012

DATE (MM/DD/YYYY)

5/27/2011

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 MO 64112-1906
(816) 960-9000

CONTACT

NAME:

PHONE

FAX

(A/C, No, Ext):

(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 :

INSURED HDR ENGINEERING, INC.
1013472 ATTN: LOUIS J. PACHMAN
8404 INDIAN HILLS DRIVE
OMAHA, NE 68114-4049
SIOUX FALLS/CARLA SCHWEBACH

COVERAGES HDRIN01 SA **CERTIFICATE NUMBER:** 2731290

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	6/1/2011	6/1/2012	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	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)	6/1/2011 6/1/2011	6/1/2012 6/1/2012	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	QK08001218 (EXCLUDES PROF. LIAB)	6/1/2011	6/1/2012	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	N/A	91WEOH1000	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATUTORY 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	EOC9260026-04	6/1/2011	6/1/2012	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
2731290

 CITY OF RAPID CITY
 ATTN: MARCIA ELKINS
 300 SIXTH STREET
 RAPID CITY, SD 57701

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