

**SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC.
FOR PROFESSIONAL SERVICES
HDR Pursuit No. 10338658**

THIS AGREEMENT is made as of this ____ day of July, 2022, between the City of Tea (“OWNER”), and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as the 85th Street Semi-Urban Improvements (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined in Attachment A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Attachment B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of

- Per Schedule of Pay Rates (Attachment C) per the Employee discipline identified, plus Reimbursable Expenses. The amount of the not to exceed fee is **\$145,640.00.**

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services

Within the time period(s) described in Attachment C

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

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

CITY OF TEA, SOUTH DAKOTA

“OWNER”

BY:

(signature)

NAME:

(print)

TITLE:

ADDRESS: 600 E. 1st Street
PO Box 128
Tea, SD 57064-0128

HDR ENGINEERING, INC.

“ENGINEER”

BY:

(signature)

NAME:

(print)

TITLE:

ADDRESS: 101 S. Phillips Avenue
Suite 401
Sioux Falls, SD 57104



Attachment A - SCOPE OF SERVICES

PLANNING AND DESIGN PHASE SCOPE OF SERVICES City of Tea, 85th Street Semi-Urban Improvements

Project Background

In 2017, the City of Sioux Falls established a pre-annexation agreement with property owners of the 85th Street Business District Joint Venture Group. This agreement was developed in anticipation of a new interchange being constructed at the intersection of 85th Street (aka 270th Street) and Interstate 29 that required financial commitments from the South Dakota Department of Transportation (SDDOT), the City of Sioux Falls, the City of Tea, Lincoln County, and the Joint Venture Ownership group.

Development of environmental documents and preliminary design of the 85th Street interchange have continued to develop since 2017 and construction of the interchange is anticipated to occur in 2024 or 2025.

As part of the most current 85th Street Interchange Justification Report (IJR), improvements to 85th Street within 1.5 miles of the interchange are necessary to support interchange performance and accessibility.

Project Description

85th Street (aka 270th Street) west of Interstate 29 is currently a rural, 2-lane, gravel-surfaced Township road with no current connection to the Interstate. The western limits of the future Interchange are anticipated to end (aka “touch down”) on 85th Street approximately 660 feet beyond the west end of the interchange ramp tapers (this is approximately 1,230 feet east of the Sundowner Avenue intersection. A $\frac{3}{4}$ access intersection is defined in the preliminary 85th Street design to be constructed at this “touch down” point. In an effort to provide flexibility with the connection between the City’s 85th Street design with the SDDOT’s interchange design, this Scope will extend the 85th Street preliminary grade line layout eastward through this $\frac{3}{4}$ intersection for an additional 400 feet to capture the standard 5-lane section for the interchange. The western limits of this project will extend 1,000 feet west of the intersection of Heritage Parkway (aka Tea-Ellis Road / 469th Avenue). The Total project length is approximately 7,900 feet (1.5 miles).

The 1-mile segment between Heritage Parkway and Sundowner Avenue will be developed as a 2-lane rural roadway with additional lanes at each intersection for turning movements. The 0.5 mile segment between Sundowner Avenue and the Interchange “touch-down” point will be developed as taper from the rural road section to an urban, multi-lane section, with provisions for the $\frac{3}{4}$ Intersection.

Options for a standard intersection and a round-about will be developed for consideration for the 85th Street and Tea-Ellis Road intersection.

Scope of Services

The following outlines the scope of services to be completed for planning and preliminary design of the project. Planning and design phase services will include survey, traffic analysis, basic environmental screening, Right-of-Way & property research, private utility data collection, and the development of preliminary (approx. 30%) design documents.

Task Series 1 – Project Management

Project Client Communication (City)

Maintain communications with City staff. Communicate with City staff to review progress or to discuss specific elements of the project. This includes effort associated for documenting discussions and decisions made as a result of communications. This may also include providing updates to the City of Sioux Falls as part of the project development process.

Internal & External Coordination

Provide resource management and allocation based on project schedules and activities. Also includes coordination efforts associated with communications and data sharing with the Interchange Design Consultant (Short Elliot Hendrickson, Inc.)

Project Controls & Invoice Processing

Provide budget and invoice management, including monthly status reports.

Task Series 2 – Data Collection

Establish Survey Control

Establish survey control points for data collection and verification of land ties. Will be coordinated with Interchange Design Consultant (SEH) to verify design connectivity will compliment both projects.

Field (Topographic) Survey

Collect Topographic / surface data to develop a 3D map of the existing project area terrain. Limits of this data collection will include the full length of the project area and extend out approximately 100-feet each side of the road.

Boundary (Property) Survey

Section corners and property pins located within the proposed project limits will be verified and surveyed as necessary to develop a base map of the existing Right-of-Way and adjacent property limits.

- HDR will contact the property owners to obtain access to private properties prior to perform survey beyond the limits of the existing Right-of-Way.
 - Should a land owner refuse the right of entry, the City will be advised.

Utility Survey

Request Utility One-Call Locates for private utility maps and field locates to survey and incorporate into project TOPO base map.

- Utility information collected will aid in the coordination efforts associated with project development and relocation efforts

Legal Document (Courthouse) Research

Perform property owner abstract research to verify the locations and extents of existing property and easement boundaries

- Information will be used to develop a base map of existing Right-of-Way, Property & Easement Limits.
- Information will be used to determine extents of Temporary Easements for Construction and any permanent easements or property acquisitions necessary to support project design.

Field Research / Establish ROW / Property Boundaries

Utilize legal document (courthouse) information to locate and/or establish property corners and other monuments (such as Section or ¼ Section corners) to validate Right-of-Way and property limits.

Base Map Generation

The preliminary project base map will be updated with new topographic survey information.

- This base map will be used to create plan/profile drawings for the project.
- Topographic data from other recent projects in proximity may also be combined with new field information for a comprehensive map of the surrounding area

Task Series 4 – Preliminary Grade Line Development

Development of preliminary (approximately 30% complete) design plans to conceptualize the project and support project development discussions prior to final design.

Traffic Analysis & Memo

HDR will request a copy of traffic data that may have been used to support the design for the 85th Street interchange from the Interchange Design Consultant (SEH). In addition to any information collected that pertains to the interchange itself, HDR will also consult with the City of Sioux Falls and the Sioux Falls MPO with Traffic data in their Travel Demand Model to support design geometrics at project intersections.

Preliminary Road Geometrics

Develop roadway geometrics for a 2-lane rural roadway section between Heritage Parkway (Tea-Ellis Road) and Sundowner Avenue with accommodations for turning lanes based on Traffic Analysis

- Per discussions with the City of Sioux Falls on Feb 23, 2022 the typical 2-lane rural roadway section will include the following:
 - 11-foot wide driving lanes
 - 3-foot paved shoulder + 2-foot gravel shoulder
 - Ditch section as needed for drainage conveyance

Develop roadway geometrics for a rural-to-urban transition section east of the Sundowner Avenue intersection that will gradually taper/widen from the intersection toward the fully urbanized, 5-lane section to be built out from the Interchange.

- The extents of this transition and tie-in point are not yet determined (must be coordinated with the SDDOT and the Interchange Design Consultant).
 - This preliminary design will extend through the $\frac{3}{4}$ Intersection location previously described in the Project Description but will NOT include design of that intersection.
 - Should the SDDOT indicate they will NOT design the $\frac{3}{4}$ intersection, an Amendment to this contract will be submitted to the City of Tea to expand the project scope for development of that intersection.

Preliminary Design Plan Sheets

Plan sheets will be developed in accordance with the City of Sioux Falls plans Section Method and will include the following:

- Section A - project cover sheet
- Section C – Typical Sections
- Section H - existing conditions sheets
- Section J - plan-over-profile sheets for roadway geometrics and roadway profile
 - May include select drainage (culvert) crossings
- Section M - Cross sections for roadway grading

These efforts will NOT include any content for project notes, easements or ROW limits, project phasing, erosion control, utility design (water main or sanitary sewer), signage, street lighting, traffic signals, special details, or landscaping.

Preliminary Design Cost Estimate

A preliminary cost estimate will be prepared based on estimated project quantities for earthwork, surfacing, and other preliminary design content. Other project components not included in preliminary design will be estimated as lump sum components based on HDR's familiarity of similar surrounding area projects.

Drainage Analysis (rural)

HDR will evaluate drainage basins adjacent to the project area to determine hydrologic characteristics of those basins and hydraulic performance of culvert pipes supporting the conveyance of those contributing areas. Culvert design (sizing) will be evaluated based on the pipe's performance relative to conveyance for Arterial Roadway performance.

- It is anticipated that approximately 8 drainage crossings will be evaluated for this effort

Drainage Analysis (urban)

HDR will evaluate the drainage performance of the urbanized section of the roadway design (east of Sundowner Avenue toward the end of the project/Interchange "touch down") to determine the spacing of urban storm inlets, catch basins, and storm system pipe components.

- These efforts will be coordinated with the Interchange Design Consultant (SEH) to determine if connectivity of the urban storm systems or management of contributing outfalls must be connected or will operate independently.
 - These efforts do NOT include the sizing of any detention ponds or BMPs

Intersection / Roundabout Options

HDR will develop 2D (plan view only) options for a traditional 4-way intersection and a roundabout for the intersection of 85th Street with Heritage Parkway (Tea-Ellis Road).

- Purpose of these options is to evaluate intersection improvements respective to traffic operations, right-of-way impacts, and future improvements to Heritage Parkway (Tea-Ellis Road) in the next 5-10 years.
- These design options will be reviewed with the City of Tea, City of Sioux Falls, and the Lincoln County Highway Department

Task Series 5 – Stakeholder & Public Communications

Project Development Review

HDR will host a meeting with all project stakeholders (City of Tea, City of Sioux Falls, Lincoln County Highway Department, and possibly the SDDOT and the Interchange Design Consultant) when preliminary design efforts are approximately 90% complete to review design content and collect feedback for design refinements prior to finalizing the preliminary design plans.

Preliminary Utility Coordination Meeting

HDR will host one (1) utility coordination meeting to review the preliminary project layout with utility companies identified during the TOPO survey One-Call Locate request so those companies may provide feedback regarding the project layout respective to the location of their facilities.

- Purpose of this meeting is to provide private utility owners with a preview of the project to begin planning any relocation efforts that may be needed to accommodate work within the Right-of-Way

Land Owner / Public Meetings

There are approximately 16 separate properties located along the extents of the project limits. HDR will prepare a letter notifying all these property owners of a preliminary design meeting to share details about the project.

- This meeting will be scheduled AFTER the preliminary design review meeting with the project stakeholders.
 - Project stakeholders will also be invited/included in this meeting

Other Assumptions

This proposal does NOT include the following activities or services:

- Geotechnical Evaluation of roadway, surface, or subgrade conditions
- Environmental Permitting or NEPA Clearance efforts
- Wetland Delineations
- Cultural Analysis
- Real Estate Services (Title Research, Appraisals, or Acquisition/Relocation support)
- Right-of-Way document development (for Easements or permanent acquisitions)
- Drainage Memo
- Special Exhibit development (e.g. Private Utility Exhibits or individual land owner exhibits)
- Final Design Services
- Construction Support Services

Estimate of Staff Labor and Fee and Schedule.

HDR proposes to complete the Preliminary Design and Project Development Services for a not to exceed amount of **\$145,640.00**. The breakdown of staff labor and fees for these services is detailed in the attached table.

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability,

and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist

consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.



Attachment C – Estimated Project Hours & Period of Service

Task Description of Tasks (per Project Scope)	Managing Principal	Project Manager II	Engineer V	Engineer I	Engineer I	Senior Land Surveyor	Land Surveyor	Survey Technician I	Environmental Scientist III	Environmental Scientist I	CAD Technician IV	CAD Technician I	Right of Way I	Admin. Assistant	Project Assistant	Project Controller	TOTAL HOURS
Staff Member	Jason Kjenstad	Ben Scholtz	Jon Wiegand	Tom Cook	Cody Woessner	Brian Jensen	Dana Salonen	Jaden Wendland	Kendall VandeKamp	Michaela Carlson	Brent Scarborough	Heather Burkman	Kelsey Lee	Pam Cooke	Christina Henze	Carla Schwebach	
1 Project Management	6	74	2			2			2		2				5	12	105
Project Client Communication	1	20															21
Internal & External Staff Coordination	4	48	2			2			2		2				1	4	65
Project Controls & Invoice Processing	1	6													4	8	19
2 Data Collection		2			2	44	112	32			8	8	8				216
Establish Survey Control						8	8										16
Field (Topographic) Survey						8	20	20									48
Boundary (Property) Survey							12										12
Utility Survey		2			2		12	12									28
Legal Document (Courthouse) Research						4	8						8				20
Field Research						16	16										32
Establish ROW / Property Boundaries						4	20										24
Base Map Generation						4	16				8	8					36
3 Environmental Screening	1	6							22	20							49
Data Review from 85th Interchange EA Document	1	4							8	4							17
Prelim Wetland Mapping									2	8							10
Project Environmental Review		2							12	8							22
4 Preliminary Grade Line Development	2	50	46	16	100						284	96					594
Traffic Analysis & Memo	2	4	40	12							4						62
Preliminary Road Geometrics		8	2		24						120	40					194
Preliminary Design Plan Sheets		4			24						120	40					188
Preliminary Design Cost Estimate		2			4												6
Drainage Analysis (rural)		12			24						8						44
Drainage Analysis (urban)		16			24						8						48
Intersection / Roundabout Options		4	4	4							24	16					52
5 Stakeholder & Public Communications	1	20	1	1	20				1		18	14		4			80
Project Development Review	1	4	1	1	4				1		2	2					16
Preliminary Utility Coordination Meeting		8			8						4	4		2			26
Land Owner & Public Meetings		8			8						12	8		2			38
TOTAL	10	152	49	17	122	46	112	32	25	20	312	118	8	4	5	12	1,044



Task List and Estimated Staff-Hours

The following table summarizes the tasks described in the proposal along with the identified personnel and hours projected to complete each of the tasks included in the project (including project expenses).

BUDGET ESTIMATE

Task Series	Description	TOTAL ESTIMATED HOURS	TOTAL ESTIMATED COST
1	Project Management	105	\$ 17,505.00
2	Data Collection	216	\$ 28,370.00
3	Environmental Screening	49	\$ 6,585.00
4	Preliminary Grade Line Development	594	\$ 78,530.00
5	Stakeholder & Public Communications	80	\$ 10,600.00
SUBTOTAL:		1,044	\$ 141,590.00
DIRECT EXPENSES:			
			Travel: \$ 150.00
			Printing / Copying / Mailings: \$ 400.00
			Survey Equipment: \$ 3,500.00
			Subconsultants: \$ -
TOTAL:			\$ 145,640.00

**HDR anticipates this work to begin by July 22nd, 2022
with final preliminary plan delivery by December 23, 2022**



SCHEDULE OF PAY RATES

HDR Engineering - 2022 Hourly Billing Rates

Enclosed are the 2022 Hourly Billable Rates for HDR Engineering. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include Reimbursable Expenses or hourly billing rates for equipment as defined below.

Description	Billing Rate / Hour
Managing Principal	225
Senior Project Manager	215
Project Manager III	195
Project Manager II	180
Project Manager I	165
Engineer VI	195
Engineer V	180
Engineer IV	165
Engineer III	145
Engineer II	130
Engineer I	115
Senior ASME Engineer	195
ASME Engineer	180
System Integrator Engineer III	195
System Integrator Engineer II	155
System Integrator Engineer I	115
Engineering/Field Services Technician V	175
Engineering/Field Services Technician IV	155
Engineering/Field Services Technician III	125
Engineering/Field Services Technician II	105
Engineering/Field Services Technician I	95
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
Cadd/GIS Technician I	95
Right of Way IV	195
Right of Way III	175
Right of Way II	155
Right of Way I	120
Right of Way Coordinator	95
Environmental Scientist V	180
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
Environmental Scientist I	110
Senior Land Surveyor	155
Land Surveyor	135
Survey Technician III	125
Survey Technician II	110
Survey Technician I	95



Senior Construction Manager	195
Construction Engineer III	175
Construction Engineer II	155
Construction Engineer I	125
Construction Inspector	95
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	130
Strategic Communications/Graphic Designer I	100
Project Controller	95
Project Assistant	85
Admin Assistant	70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

Direct Expenses

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

Printing

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

OTHER REIMBURSABLE EXPENSES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, shipping, and express, and other incurred expense. Unless negotiated otherwise in the contract, ENGINEER will add 10% to invoices received from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project.