

**AMENDMENT TO AGREEMENT  
FOR ENGINEERING SERVICES**

**AGREEMENT NUMBER 10349348 (amendment 02)**

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on July 18<sup>th</sup>, 2022 to perform engineering services for the 85<sup>th</sup> Street Semi-Urban Improvements ("Project");

The City of Tea desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and the City of Tea do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Pay Rates
- Exhibit C – Estimated Budget and Staff Hours

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC ("HDR")

The CITY of TEA ("CITY")

By: \_\_\_\_\_  
(print)

By: \_\_\_\_\_  
(print)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**AMENDMENT 02 – CONSTRUCTION ADMINISTRATION SERVICES**

85<sup>TH</sup> STREET SEMI-URBAN IMPROVEMENTS

*HERITAGE PARKWAY to INTERSTATE 29*

**SCOPE OF SERVICES**

This scope of services includes HDR’s proposed approach for continuing support of the 85<sup>th</sup> Street project through Bid Letting and Construction. The efforts described below are an amendment to the original project contract for planning and preliminary design and Amendment 01 for Final Design.

These construction administration (CA) services will include efforts to oversee construction activities, provide construction survey support, and assist the City with documentation of construction progress, track change orders as applicable, develop pay application requests, and monitor the project’s construction quality through a portion of the construction warranty period.

Additional general administrative efforts will also include continued coordination with the City of Sioux Falls for their respective project tracking (including support as needed to assist with Tea/Sioux Falls project cost-share management ) and continued coordination with the SDDOT to support their development of the interchange as it ties-in with the City project..

In addition to the CA services noted above, this amendment also includes additional time allocation for HDR to continue landowner negotiations for Right-of-Way and easement agreements as the original staff hour estimate for these efforts included in Amendment 01 is anticipated to be exceeded.

HDR will also assist the City with solicitation of a materials and geotechnical testing resource (Geotech) for the City to contract with directly for this project. HDR will coordinate with the selected (Geotech) resource during construction to track and document testing results in accordance with the project’s construction specifications.

Task specific elements of project development are included on the following pages.

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **TASK 1 – Project Management**

Elements described below will be an expansion of similar services provided during preliminary and final design work and carried through with the construction administration.

##### **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 efforts associated with documenting discussions and decisions made as a result of communications. This will also include providing updates to the City of Sioux Falls as a part of the project construction progress.

##### **Internal & External Coordination**

Provide resource management and allocation based on project schedules and activities. This also includes coordination efforts associated with communications and data sharing with the I-29 Interchange design consultant (Short Elliot Hendrickson, Inc. aka SEH) and the SDDOT.

- HDR anticipates continued monthly design coordination meetings with SEH and other members of the 85<sup>th</sup> Street corridor development team to report the progress of this project respective to the continued development of the Interchange project.

##### **Project Controls & Invoice Processing**

Provide budget and invoice management, including monthly invoicing and status reports.

#### **TASK 2 – Data Collection**

*This Amendment does not include any additional efforts associated with Data Collection for the project.*

#### **TASK 3 – Environmental Permitting**

##### **Wetland Credit Acquisition Support**

HDR will assist the City with the identification of a wetland mitigation bank and support the City with the development of applicable agreements and supporting documents to acquire wetland credits as directed by the US Army Corps of Engineers.

- This task effort does not include support for exploring, establishing, or monitoring permittee-responsible mitigation (PRM).
- 

#### **TASK 4 – Preliminary Grade Line Development**

*This Amendment does not include any additional efforts associated with Preliminary Design for the project.*

#### **TASK 5 - Stakeholder & Public Communications**

##### **Landowner & Public Meetings**

HDR will arrange one (1) in-person Public meeting for the project. This meeting will be arranged after the project has been advertised, bid, and awarded. This meeting is anticipated to dually support the City of Sioux Falls and the SDDOT with project updates on this project as well as an update for the SDDOT Interchange. This meeting is anticipated to be hosted at Tea City Hall.

HDR will coordinate with adjacent property owners regularly as part of Construction Administration Services described below (see TASK 10).

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **TASK 6 – Direct Project Expenses**

Direct project expenses relating to any associated Travel, Materials & Equipment Use, Printing & Mailings, Facility Rentals, and sub-consultants (if any) will be tracked under this Task.

- Refer to Exhibit D in this Proposal for details relating to estimated direct expenses

#### **TASK 7 – Right of Way / Real Estate Services**

##### **Easement Negotiations**

HDR's Real Estate Team and Project Manager will continue to accompany the City of Tea when coordinating with property owners to finalize Easement and property (Right-of-Way) agreements/acquisitions.

The project requires acquisition of permanent Right-of-Way from 8 properties and 19 properties require Temporary Easements.

- At the time of the development of this Amendment proposal, no permanent acquisitions have been secured and only 3 Temporary Easements have been secured.

#### **TASK 8 - Final Design & Plan Production**

This scope amendment includes limited efforts to revise project plan content as a result of stakeholder review and feedback prior to project bid advertisement.

This scope includes efforts to develop utility relocation cost estimates (as requested by the City of Sioux Falls) for negotiations with Lincoln County Rural Water.

#### **TASK 9 – Bid Preparation & Contract Award Support**

*This Amendment does not include any additional efforts associated with Bid Preparation of Contract Award Support as those efforts were accounted for in Amendment 01.*

#### **TASK 10 – Construction Administration Support**

##### **Project Kick-Off**

Following Completion of project Award documentation, HDR will assist with project Kick-off activities including:

- Preconstruction Meeting
- Initial project walk-through and assessment with the Contractor and various Private Utility owners on planned construction phasing

## **EXHIBIT A SCOPE OF SERVICES**

### **TASK 10 – Construction Administration Support (continued)**

#### **Construction Staking & Survey Support**

Construction staking for various project items such as removals, project utility installations, grade staking, pavement staking, and other elements as requested by the contractor and approved by the engineer.

- Private Utility Relocation support
  - Provide field survey support to various private utilities within the project area to assist with their relocation efforts.
- Right-of-Way and Property Corner Re-Establishment
  - HDR will provide survey support to re-establish and set disturbed or displaced property corner pins and survey monuments in accordance with property and project records.
  - Additionally, HDR will set new property corners for acquired H-Lots as purchased for the project.

#### **Construction Observation, Oversight, and Record Keeping**

- Preconstruction meeting / kick-off
- Review of shop drawings and various material and equipment submittals
- Construction Monitoring & Observation
  - Monitor construction activities and practices to verify project items are installed in conformance with project documents and local standards.
  - Includes daily planning meetings for HDR to coordinate with the Prime Contractor and applicable Sub-Contractors to determine daily activities.
  - Observe and report weather conditions pertaining to construction delays
  - Hours for this task are based on assuming the inspector will be on-site 40 hours per week for 30 weeks, then reduced to 24 hours per week for 9 weeks.
    - Project Documentation is also included with these field services:
      - Daily, weekly, and monthly construction activity reports
      - SWPPP inspection reports
- In addition to the field services, some additional office and administrative services are also included for the project manager to support the field staff to address inquiries from the contractor respective to design review, provide clarification of plans content, address design revisions when applicable, track Change Orders, and develop monthly pay applications.
- Private Utility coordination
  - HDR will maintain open communications with Private Utility Owners and their contractors to support private utility relocation efforts being performed in conjunction with project activities.
    - HDR will NOT monitor or record any work for private utilities respective to individual utility's work unless it effects the City's project schedule

## **EXHIBIT A SCOPE OF SERVICES**

### **TASK 10 – Construction Administration Support (continued)**

#### **Construction Observation, Oversight, and Record Keeping (continued)**

- Public / Land Owner Communications
  - HDR will assist with notifying adjacent property owners of project activities including items such as: interruptions to property access due to project phasing, planned effects on utility service shut-offs, detour routing or temporary access installations

### **TASK 11 – Post-Construction Services and Project Close-Out**

#### **Project Summary Report**

At the completion of the project, HDR will initiate close-out procedures. The project summary report will include the following:

- Contractor Correspondence
- Owner Correspondence
- Change Orders
- Progress Reports
- Inspection & Test Reports
- Punch Lists
- Shop Drawings
- Final Quality Documentation
- Project Photos and/or Videos
- Contractor Labor and Equipment Summary
- Provide an acceptance letter to the Contractor dating when warranty inspections will be completed.
- As-Built drawings will be provided to the City in PDF format and will be maintained in CAD format with the City's Engineer.
  - HDR will collect as-built survey information for final project documentation and City records including: water main, storm sewer, and electrical facilities.

**EXHIBIT B**  
**SCHEDULE OF PAY RATES**

**HDR Engineering - 2024 Hourly Billing Rates**

Enclosed are the 2024 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.

<b>Description</b>	<b>Billing Rate / Hour</b>
Managing Principal	235
Senior Project Manager	225
Project Manager III	205
Project Manager II	190
Project Manager I	170
Engineer VI	205
Engineer V	190
Engineer IV	170
Engineer III	145
Engineer II	130
Engineer I	120
Senior ASME Engineer	195
ASME Engineer	180
System Integrator Engineer III	175
System Integrator Engineer II	155
System Integrator Engineer I	115
Engineering/Field Services Technician V	185
Engineering/Field Services Technician IV	160
Engineering/Field Services Technician III	135
Engineering/Field Services Technician II	115
Engineering/Field Services Technician I	105
Cadd/GIS Technician V	160
Cadd/GIS Technician IV	140
Cadd/GIS Technician III	120
Cadd/GIS Technician II	110
Cadd/GIS Technician I	100
Right of Way IV	190
Right of Way III	175
Right of Way II	155
Right of Way I	120
Right of Way Coordinator	95
Environmental/Hydrologist/Geologist VI	200
Environmental/Hydrologist/Geologist V	180
Environmental/Hydrologist/Geologist IV	160
Environmental/Hydrologist/Geologist III	140
Environmental/Hydrologist/Geologist II	125
Environmental/Hydrologist/Geologist I	110
Senior Land Surveyor	155
Land Surveyor	135
Survey Technician III	125
Survey Technician II	110
Survey Technician I	95

**EXHIBIT B**  
**SCHEDULE OF PAY RATES**

<b>Description</b>	<b>Billing Rate/Hour</b>
Senior Construction Manager	205
Construction Manager	195
Construction Engineer III	180
Construction Engineer II	160
Construction Engineer I	135
Construction Inspector	105
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	95
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.

<b>Description</b>	<b>Billing Rate/Hour</b>
Technical Expert VI	315
Technical Expert V	305
Technical Expert IV	285
Technical Expert III	265
Technical Expert II	245
Technical Expert I	225

**REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean actual expenses incurred for travel, meals, subconsultants, shipping, and other incurred expense. If negotiated with Owner in the contract, HDR will add an agreed to percentage mark-up to subconsultant invoices to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

**Direct Expenses**

Drone	\$275.00	per day
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
HDR Vehicle Mileage	\$0.75	per mile
Personal Vehicle Mileage	IRS Rate	per mile

**Printing**

B&W 8.5x11	\$0.0857	each
Color 8.5x11	\$0.1801	each
B&W 11x17	\$0.1228	each
Color 11x17	\$0.2397	each
Plots Bond	\$0.55	per sq ft



## EXHIBIT C ESTIMATED BUDGET & STAFF HOURS

Task	Managing Principal	Project Manager III	Engineer VI	Engineer V	Field Services Technician V	Engineer I	Land Surveyor	Survey Intern	Environmental Scientist V	Environmental Scientist IV	Environmental Scientist I	CAD Technician V	CAD Technician I	Right of Way II	Right of Way I	Right of Way Coordinator	Project Assistant	Project Assistant	Project Controller	TOTAL HOURS
<b>1 Project Management</b>	4	50																6	16	76
Project Client Communication		16																		16
Internal & External Staff Coordination	2	24																		26
Project Controls & Invoice Processing	2	10																6	16	34
<b>3 Environmental Permitting</b>		8							2	4	4									18
Section 404 Permitting (USACE)		8							2	4	4									18
<b>5 Stakeholder &amp; Public Communications</b>		20				4														24
Land Owner & Public Meetings		16																		16
Private Utility Coordination & Relocation Cost Estimation		4				4														8
<b>7 Right of Way / Real Estate Services</b>		8													4	80	40			132
Easement Negotiations		8													4	80	40			132
<b>8 Final Design &amp; Plan Production</b>		16	4	2	4	16	4					40	16							102
Final Plan Review (QC)		16	4	2	4	16	4					40	16							102
<b>10 Construction Administration Support</b>		276	18	16	1460	322	160								2			16		2,270
Construction Kick-Off (Pre-Con Meeting)		8		2		8	2								2					22
Shop Drawing & Cut Sheet Reviews		24		16		36														76
Construction Monitoring & Observation		64			8	1138														1,210
Project Documentation (Daily Logs, SWPPP, etc.)		16				50												16		82
Public & Landowner Communications		64				80														144
Construction Staking Support						60	240	120												420
Private Utility Relocation Support		36			8	40	40	40												164
ROW & Property Corner Re-Establishment							40													40
Change Order Tracking		32				32														64
Pay Application Tracking		32				16														48
<b>11 Post-Construction Services &amp; Project Close-Out</b>		36			16	40	36					24								152
Project Summary Reports		8				8														16
As-Built Survey		4				8	36						24							72
Warranty Inspection		24			16	24														64
<b>TOTAL</b>	<b>4</b>	<b>414</b>	<b>4</b>	<b>20</b>	<b>36</b>	<b>1520</b>	<b>362</b>	<b>160</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>40</b>	<b>40</b>	<b>4</b>	<b>82</b>	<b>40</b>	<b>16</b>	<b>6</b>	<b>16</b>	<b>2,774</b>

**EXHIBIT C**  
**ESTIMATED BUDGET & STAFF HOURS**

**TASK LIST SUMMARY AND STAFF HOUR ESTIMATE**

The following table summarizes the estimated staff hours projected to complete each Task described in this Amendment proposal along with additional details for estimated project expenses.

**BUDGET ESTIMATE**

Task Series	Description	TOTAL ESTIMATED HOURS	TOTAL ESTIMATED COST
1	Project Management	76	\$ 13,280.00
2	Data Collection	0	\$ -
3	Environmental Permitting	18	\$ 3,080.00
4	Preliminary Grade Line Development	0	\$ -
5	Stakeholder & Public Communications	24	\$ 4,580.00
6	Direct Expenses (no hours)	0	\$ -
7	Right of Way / Real Estate Services	132	\$ 15,660.00
8	Final Design & Plan Production	102	\$ 15,660.00
9	Bid Preparation & Contract Award Support	0	\$ -
10	Construction Administration Support	2,270	\$ 298,510.00
11	Post-Construction Services & Project Close-Out	152	\$ 22,320.00
<b>SUBTOTAL:</b>		<b>2,774</b>	<b>\$ 373,090.00</b>
<b>DIRECT EXPENSES:</b>			
			Travel: \$ 540.00
			Printing / Copying / Mailings: \$ 200.00
			Survey Equipment: \$ 16,200.00
			Subconsultants: \$ -
			<b>TOTAL: \$ 390,030.00</b>

HDR anticipates this work to commence by or before March 1, 2024 and to be completed by approximately June 27, 2025

The following is a summary of the project contract fee(s) and amendments to-date:

	Fee	Date
Original Contract (Prelim Design)	\$145,640.00	July 18, 2022
Amendment 01 (Final Design)	\$359,940.50	July 10, 2023
Amendment 02 (Construction Admin)	\$390,030.00	Current Proposal
<b>TOTAL</b>	<b>\$895,610.00</b>	

# 85<sup>th</sup> Street Overview



### Community Growth Area Limits:

*(relative to the extents of the limits of this graphic)*

- City of Sioux Falls
  - North of 85<sup>th</sup> (270<sup>th</sup>) Street
- City of Tea
  - South of 85<sup>th</sup> (270<sup>th</sup>) Street