

**Agreement Between
The City of Tea and HDR Engineering, Inc. for
Professional Services to Produce the
Tea Area Transportation Plan**

This AGREEMENT, effective _____, 2024, is between the City of Tea and HDR Engineering, Inc. (Consultant) for professional services to produce the Tea Area Transportation Plan (Project). The scope of services to be completed by Consultant is as described in **Exhibit A**, attached hereto, and by this reference made a part of this agreement.

The City of Tea and the Consultant agree as follows:

The Consultant shall provide professional services for the City of Tea and give consultation and advice to the City of Tea while performing its services.

Section 1--Basic Services of Consultant

1.1 General

1.1.1 The Consultant shall perform professional services described in this agreement and as described in Exhibit A, attached.

1.2 Scope of Work

The Consultant shall:

- 1.2.1 Consult with the City of Tea, and 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.
- 1.2.3 Prepare the Tea Area Transportation Plan report as outlined in the Scope of Services.

Section 2--Information Provided by the City of Tea

The City of Tea will provide any information in their possession for the Project at no cost to the Consultant.

Section 3--Notice to Proceed

The City of Tea will issue a written notification to the Consultant to proceed with the work. The Consultant shall not start work prior to receipt of the written notice. The Consultant 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 Consultant shall not sublet or assign any part of the work under this Agreement without written authority from the City of Tea, the South Dakota Department of Transportation (SDDOT), and the Sioux Falls Metropolitan Planning Organization (MPO). All agreements must contain the same documentation pertaining to the use of federal funds as the original agreements.
- 4.1.2 The City of Tea and the Consultant 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 and the Consultant.
- 4.1.4 This agreement constitutes the entire agreement between the City of Tea and the Consultant 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 Consultant shall make such revisions in plans which may already have been completed, approved, and accepted by the City of Tea, as are necessary to correct errors or omissions in the plans and/or study, when requested to do so by the City of Tea , without extra compensation, therefore.
- 4.1.6 If the City of Tea requests that previously satisfactorily completed and accepted plans and/or study or parts thereof be revised, the Consultant shall make the revisions requested by the City of Tea. This work shall be paid for as extra work.
- 4.1.7 The City of Tea 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 Consultant. Any changes which materially increase or reduce the cost 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.
- 4.1.8 Extra work, as authorized by the City of Tea, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.9 This Agreement may be terminated (a) by the City of Tea with or without cause upon seven days' written notice to the Consultant and (b) by the Consultant for cause upon seven days' written notice to the City of Tea. If the City of Tea terminates the agreement without cause, the Consultant will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination. As a condition precedent to termination for cause, the non-defaulting party shall provide the defaulting party a commercially reasonable opportunity to cure the default.

If termination for cause is due to the failure of the Consultant to fulfill its agreement obligations, the City of Tea may take over the work and complete it by agreement or otherwise. In such case, the Consultant shall be liable to the City of Tea for any additional cost occasioned thereby.

- 4.1.10 The City of Tea or its duly authorized representatives, SDDOT or Federal, and/or MPO auditors may examine any books, documents, papers, and records of the Consultant involving transactions related to this agreement for three years after final payment. All project charges will be subject to audit in accordance with current State procedures and CFR Title 48, part 31.2.
- 4.1.11 The City of Tea shall designate a representative authorized to act on the City of Tea's behalf with respect to the Project. the City of Tea or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.
- 4.1.12 The City of Tea will give prompt written notice to the Consultant if the City of Tea becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.

- 4.1.13 Unless otherwise provided in this Agreement, the Consultant and the Consultant's subconsultants 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.
- 4.1.14 Neither the City of Tea nor the Consultant, nor its subconsultants, 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.
- 4.1.15 Neither the City of Tea nor the Consultant, nor its subconsultants, 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.
- 4.1.16 The Consultant 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 Civil Rights Requirements

- 4.2.1 The Consultant will be bound by **Exhibit B**, attached to, and made a part of this Agreement, said assurance being entitled, "STANDARD TITLE VI/ NONDISCRIMINATION ASSURANCES APPENDIX A & E." The Consultant agrees to submit upon request quarterly Title VI (Civil Rights) State of Contractor reports.
- 4.2.2 If the Consultant is guilty of discrimination, this contract may be terminated in whole or in part by the City of Tea and the Consultant shall be liable for any costs or expense incurred by the City of Tea in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City of Tea under the contract so terminated or cancelled.
- 4.2.3 The Consultant 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 City of Tea, SDDOT, MPO, and/or their agencies or representatives, to ascertain compliance with the above provisions.
- 4.3.3 This section shall be binding on all subcontractors or suppliers.

4.3 Certification Regarding Lobbying

The Consultant, certifies, to the best of the Consultant's knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the Sub-Recipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Consultant will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This

certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65. Any Consultant who applies or bids for an award of \$100,000.00 or more will file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached to this Agreement as **Exhibit C**. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier will also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

4.4 Conflict of Interest

The Consultant agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL §§ 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the City of Tea. In the event of a conflict of interest, the Consultant expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL §§ 5-18A-17 through 5-18A-17.6.

4.5 Compliance Provision

The Consultant shall comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The Consultant shall procure all licenses, permits or other rights necessary for the fulfillment of its obligation under the Agreement.

Section 5--Payments to the Consultant

5.1 Schedule of Pay Rates

- 5.1.1 The City of Tea shall pay the Consultant for services rendered according to the rate schedule as shown in the attached Exhibit A.
- 5.1.2 The Consultant will be reimbursed for all labor required to satisfactorily complete the work contemplated by this agreement on a cost plus a fixed fee basis. The Consultant will be reimbursed for all materials and equipment required to satisfactorily complete the work contemplated by this agreement on the basis of cost. Allowable costs will be direct salary, material and equipment, direct cost, payroll additive, and general overhead. A fee of 12 percent is applied to all direct labor and overhead costs, but no fee applied to the Project's direct costs.
- 5.1.3 The Consultant may not charge more than the current GSA per diem rates for meals for Tea, South Dakota. An HDR vehicle rate of 75 cents per mile has been approved thru audit procedure by the SDDOT.
- 5.1.4 Federal lodging rates will apply for this project. The Consultant may not charge more than the current GSA per diem rate for lodging for Sioux Falls, SD.
- 5.1.5 No additional payment for premium time as it relates to hours worked beyond 40 hours per

week will be considered unless approved in advance in writing by the City of Tea.

- 5.1.6 There will be no payment for corrections the Consultant must make which result from commencing certain activities without the City of Tea's mandatory approval.

5.2 Fee

- 5.2.1 The City of Tea shall pay the Consultant for services rendered and for authorized extra work according to the schedule in Section 5.1. The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed one hundred ninety-nine thousand, nine hundred ninety-nine dollars and ninety-five cents (**\$199,999.95**) unless the scope of the Project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Consultant shall complete the design as agreed upon here without any additional compensation.
- 5.2.2 The stated limiting amount shall be construed to be a maximum amount, and it is not a guarantee by the City of Tea that the Consultant shall be entitled to sufficient work to justify such an amount.

5.3 Progress Payments

- 5.3.1 The Consultant shall present the City of Tea with a voucher for the Consultant's services, material usage and equipment usage after the work has been performed and the expenses incurred in accordance with its Project Development and Operations Manual. Documentation of these charges shall be to the satisfaction of the City of Tea, SDDOT, and the MPO.
- 5.3.2 Monthly progress payments shall be processed by the City of Tea upon receipt of the claim as computed by the Consultant based on work completed during the month at the rates established in Section 5.1 and approved by the City of Tea.
- 5.3.3 Final payment to the Consultant for work accomplished under this agreement will be made upon acceptance by the City of Tea. Allowable final costs will be determined in accordance with the provisions of OMS Circular A-110 and the OMS Circular Regulations found at 2 CFR Part 200.

5.4 Interest on Payments

- 5.4.1 Interest for late payments and retainages to the Consultant will be paid as required by law.

Section 6--Completion of Services

The Consultant shall complete services on or before May 30, 2025.

Section 7--Insurance Requirements

7.1 Insurance Required

The Consultant shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City of Tea 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 of Tea prior to or upon the execution of this Agreement.

7.2 Cancellation

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

7.3 The City of Tea Acceptance of Proof

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

7.4 Specific Requirements

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law, including Coverage 8-Employer's Liability-not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
- 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 of Tea and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, non-owned, 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 Consultant or its sub-Consultants, in the amount of \$1,000,000 per claim and \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.

Section 8--Independent Business

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

Section 9--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 of Tea 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 Consultant, its successors, or assignees, for any further payments.

Section 10--Project Direction

The City of Tea, MPO, SDDOT, and the Federal Highway Administration (FHWA) will be responsible for the direction, review, and approval of all design as well as the program administration of the agreement for compliance with and interpretation of scope, schedule, and budget.

In carrying out these functions City of the City of Tea, Sioux Falls MPO, SDDOT, and FHWA will utilize the various departments and personnel as required to ensure an integrated program of design that is consistent with all policies, procedures, and experience in this area. The primary contact between the Consultant and the City of Tea shall be with the following individual:

- Justin Weiland, City Administrator

Section 11--Questions of Fact

Any question of fact in connection with this work not disposed of by agreement between the parties shall be referred to the City of Tea for determination. This determination, after consultation with SDDOT, MPO, and FHWA, shall be final and conclusive to the parties of the agreement.

Section 12--Inspection of Work

the City of Tea shall, at reasonable times, have access to the Consultant's premises for review and inspection of the work being performed under this agreement. the City of Tea shall have access to all books, records, design files, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to this agreement.

Section 13--Ownership of Data

The ownership of data collected and documents delivered to the City of Tea under this agreement, together with summaries and charts derived therefrom, shall be the joint property of the political jurisdiction and governmental agencies participating in the Project. Consultant grants the City of Tea a perpetual, royalty free, transferable license to modify, use, or resell any background intellectual property contained in the documents delivered to the City of Tea as needed for the City of Tea and the other governmental agencies participating in the Project full use of the deliverables. Any reuse of documents delivered to the City of Tea for any other purpose other than the purpose intended under this Agreement shall be at the City of Tea's sole risk, without legal liability to Consultant.

Section 14--Record

The Consultant shall maintain a cost accounting system capable of segregating and allocating costs incurred in connection with the agreement. Furthermore, the Consultant shall maintain accounting records, bills, invoices, and other vouchers, or certified copies thereof if originals are lost, and make these records available to the City of Tea, SDDOT, FHWA, and MPO at the Consultant's office at reasonable periods during this agreement period and for three years following the date of final payment. Such accounting records will be made available for inspection and copies thereof shall be furnished, if requested by said parties.

Section 15--Hold Harmless

The Consultant hereby agrees to hold the City of Tea, SDDOT, MPO, FHWA, and their officers and employees harmless from any and all claims or liability including reasonable 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 Consultant and/or its employees/agents arising out of the professional services described in the agreement.

Section 16--Consequential Damages

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of agreement, willful misconduct, negligent act or omission, or other wrongful act of either of them. To the extent permitted by applicable law, and notwithstanding anything to the contrary in this Agreement, each party's total aggregate liability arising out of or in connection with this agreement for all claims of any kind will not exceed the amounts paid or payable by in accordance with Section 5.2.1 of this Agreement.

Section 17--Americans with Disabilities Act

The Consultant will provide services in compliance with the Americans with Disabilities Act of 1990.

Section 18--Personnel

The Consultant warrants it is in compliance with **Exhibit D** "Certification of Consultant," attached hereto, and by this reference made a part of this agreement. For breach or violation of this warranty, the City of Tea shall have the right to annul this agreement without liability, or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 19--Payment as Required in 49 CFR 26.29

The Consultant shall pay subcontractors or suppliers within 30 days of receiving payment for work that is submitted for progress payment by the City of Tea. If the Consultant withholds payment beyond this time period, written justification by the Consultant shall be submitted to the City of Tea upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the City of Tea may withhold future estimated payments and/or may direct the Consultant to make such payment to the subcontractor or supplier. Prompt payment deviations will be subject to price adjustments.

Section 20--Compliance with Clean Air Act

The Consultant stipulates that any facility to be utilized in the performance of this agreement, under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20 and that the City of Tea shall be promptly notified of the receipt by the Consultant of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the agreement is under consideration to be listed on the EPA List of Violating Facilities.

Section 21--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Consultant certifies, by signing the Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Section 22--Controlling Law Provision

The Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Second Judicial Circuit, Minnehaha County, South Dakota.

Section 23--Reporting

The Consultant agrees to report to the City of Tea any event encountered in the course of performance of the Agreement which results in injury to any person or property, or which may otherwise subject the Consultant, or the City of Tea or its officers, agents, or employees to liability. The Consultant shall report any such event to the City of Tea immediately upon discovery.

The Consultant's obligation under this section shall only be to report the occurrence of any event to the City of Tea and to make any other report provided for by their duties or applicable law. The Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the City of Tea under this section shall not excuse or satisfy any obligation of the Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

Section 24---Entire Document

This instrument contains the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent or either party that are not contained in this written agreement shall

be valid or binding; and this agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Section 25-Signatures

This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties. In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF TEA

By: _____
Casey Voelker, Mayor (Date)

Subscribed and sworn to the _____ day of _____, 2024

Notary Public, State of South Dakota

My Commission Expires: _____

CONSULTANT, HDR ENGINEERING, INC.

By: _____

Name: Jason Kjenstad

Title: Senior Vice President

Address: 101 S. Phillips Ave, Ste 401
Sioux Falls, SD 57104

EXHIBIT A
SCOPE OF SERVICES AND FEES

Background

The following scope outlines tasks to develop a Tea Area Transportation Plan. The purpose of the Transportation Plan is to establish a snapshot of baseline conditions and recommendations for future improvements. The proposed three main elements of the Transportation Plan entail:

- 1. Understanding**
 - a. Public engagement
 - b. Community profile
 - c. Baseline conditions
 - d. Transportation issues and needs
- 2. Standards and Project Development**
 - a. Major Roads Plan
 - b. Access Plan
 - c. Street Standards and Guidelines
 - d. Bicycle and Pedestrian Plan
 - e. Pavement Management Plan
 - f. Traffic Signal System Plan
 - g. Rural Development Plan
- 3. Implementation Plan**
 - a. Transportation funding analysis
 - b. Prioritized project recommendations
 - c. Grant recommendations

Interim memos are anticipated to include:

- Methods and Assumptions
- Baseline Conditions
 - Crash History Review
 - Traffic Forecasts
 - Existing and No Build Condition Traffic Operations Analysis
 - Build Condition Traffic Operations Analysis
 - Special scenarios
- Public/Stakeholder Meeting Summary #1 and #2
- Major Roads Plan
 - Jurisdictional Transfer
 - Wayfinding
- Access Plan
- Street Standards and Guidelines
- Bicycle and Pedestrian Plan
- Pavement Management Plan
- Traffic Signal System Plan
- Rural Development Plan
- Project summary sheets

Task 1. Kick Off Meeting. Facilitate a meeting with the Study Advisory Team to confirm expectations and finalize the work plan.

Task 2. Methods and Assumptions and Public Participation Plan. Facilitate a meeting to determine methods and assumptions to be used during the study. The consultant will develop:

- A Methods and Assumptions Document in accordance with the Methods and Assumptions Template for SDDOT Planning Studies
- Public Participation Plan in accordance with Sioux Falls Metropolitan Planning Organization (MPO) public participation form

Task 3. Baseline Conditions Analysis. Assess the existing transportation network within the study area. The Baseline conditions analysis will include:

- a) *Ordinances and Guidelines.* Obtain and review current ordinances and guidelines. Content is available on the City of Tea website.
- b) *Base Mapping Data.* Gather base mapping data from readily available sources provided by the Study Advisory Team agencies or downloaded from websites. It is anticipated this data collection will be in geographic information system (GIS) format.
- c) *Daily Traffic Count Volumes.* Obtain daily traffic volumes, where available, from SDDOT, City of Tea, City of Sioux Falls, SDDOT, and Lincoln County.
 - a. *16 hours of peak period intersection turning movement counts have been included in the budget. These counts will be collected based on Study Advisory Team, public, and stakeholder feedback. If counts are not needed, this effort will be reallocated to other tasks within this scope based on Study Advisory Team input.*
 - b. *No daily segment traffic counts will be collected as part of this study.*
- d) *Safety Analysis.* Conduct a high-level safety review of intersections within the study area to identify crash trends and locations for further investigation. It is assumed up to 8 intersections with the highest crash frequency will include a more detailed review to identify crash trends and potential issues for presentation to the Study Advisory Team.
 - a. *The crash history review will follow guidance established for Safe Streets for All (SS4A) grant requirements.*
- e) *Online Survey.* Conduct an internet-based survey(s) to gather information regarding budget priorities, travel modes, and transportation needs. The survey will be active a minimum of four weeks and will overlap the 1st public meeting's comment period. The Study Advisory Team will review and approve the survey questions prior to the survey being active. The survey will be developed and hosted by the consultant.
- f) *Data Collection.* Collect available relevant data from online sources, and data provided by the City of Tea, City of Sioux Falls, Lincoln County, and SDDOT including:
 - a. Land use maps
 - b. Available design plans

- c. Photography
- d. GIS files of utilities, street functional classifications, parcels, available online environmental data such as water features and floodplains
- e. Historical city budgets and state/MPO funding for street and roadway projects
- f. Future parks, schools, museums, food pantry, and government buildings
- g. Other available studies and development plans
- g) *Bicycle and Pedestrian Assessment*. Review information and recommendations from *City of Tea, City of Sioux Falls, and Sioux Falls MPO* bicycle planning documents. The existing bicycle and pedestrian network will be evaluated for connectivity, safety, accessibility, and equity.
- h) *Transit Issues and Needs*. Identify long-term transit issues and needs based on public/stakeholder input.
- i) *Freight Issues and Needs*. Identify freight issues and needs based on available truck count data, existing studies, and public/stakeholder input.
- j) *Pavement Maintenance and Rehabilitation Practices*. Review pavement maintenance and rehabilitation practices based on input from City of Tea staff.
- k) *Traffic Operations Analysis*. Estimate peak hour traffic operations and volume/capacity ratios for existing corridors through a planning-level approach based on available daily and peak hour traffic data.
- l) *Development Practices*. Review City of Tea and Lincoln County development practices within the study area.
- m) *Street/roadway Design Standards*. Review existing street/roadway design standards based on information provided by the City of Tea and Lincoln County.
- n) *Traffic Signals*. Gather information on existing traffic signal components, policies, and operating procedures. This may include a site visit to each signalized location with City of Tea staff to inventory traffic signal and cabinet components, if needed.
- o) *Other Deficiencies*. Based on the data collected above, the plan will identify existing capacity, geometric, right of way, and other deficiencies along key routes and the number of intersections identified.
- p) *Issues Summary*. Develop a list of transportation issues and needs facing the Tea area.

Task 4. Standards Development. Work with the Study Advisory Team to update existing street/roadway network and cross section standards and develop street/roadway network and cross section standards where lacking. This task will include:

- a) *Functional Classification.* Refinement of the street / roadway classification system that meets local needs and can correspond with the FHWA functional classification system.
- b) *Major Street Plan.* Review and update the major street plan for 20 years in the future that includes the preferred location for future arterials & collectors within the study area.
- c) *Truck Routes.* Review and update the truck route network.
- d) *Wayfinding:* In conjunction with City of Tea staff and public input, identify key community destinations and prioritized routes. Identify existing and future sign locations.
- e) *Jurisdictional Transfer.* Review and update (where needed) jurisdictional transfer considerations and processes. This includes formalizing a process to transfer existing township, county, or other agency roads to the City of Tea.
- f) *Future Land Use Plan.* Review and update (where needed) the City of Tea future land use plan where the Study Advisory Team believes deficiencies exist (if required). The current future land use plan will be provided by the City of Tea.
- g) *Pavement Maintenance and Rehabilitation Guidelines:* Review and update (where needed) current pavement maintenance and rehabilitation guidelines for City of Tea jurisdiction streets.
- h) *Development Plan Process.* Review and update (where needed) the process by which development plans will address roadway and transportation needs associated with the development.
- i) *Base Typical Cross-Sections:* Review and update (where needed) base typical cross sections for Major Street Plan classifications.
- j) *Access Management Standards:* Review and update (where needed) access standards for Major Street Plan classifications.
- k) *Bicycle and Pedestrian Standards.* Review and update (where needed) bicycle and pedestrian standards, such as route connectivity and continuity elements and crossings.
- l) *Traffic Signal Standards.* Review existing traffic signal components, policies, and operating procedures to develop or update traffic signal standards.
- m) *Complete Streets Standards.* Build upon public/stakeholder input and guidance developed as part of the Tea Comprehensive Plan to incorporate complete street standards into the Transportation Plan report.
- n) *Levels of Service Standards:* Review and update (where needed) standard traffic levels of service for Major Street Plan classifications.

Task 5. Future Needs Analysis. Build upon the baseline analysis and standards developed to determine the future transportation needs within the study area.

- a) *Traffic Forecasts.* Forecast traffic for 10 and 20 years along key routes considering forecasted changes in local land use.
 - a. The base scenario will be developed from the current (at the time of this task) Sioux Falls MPO travel demand model
 - i. It is anticipated the travel demand model will be updated in Spring 2024. The updated model will be used if available at the time of forecasting.
 - b. Budget accounts for up to five sub-area supplemental scenarios to include:
 - i. Adjustment to the Sioux Falls MPO travel demand model, which may include new or modified roadway segments and/or land use
 - ii. Obtaining output from the Sioux Falls MPO travel demand model based on the proposed modifications
 - iii. Developing sub-area supplemental traffic forecasts to assess impacts
- b) *Future Traffic Operations.* Determine future levels of service and operating conditions along key routes and intersections without improvements. As with the existing conditions, this task will conduct a planning level traffic operations analysis based on available daily and peak hour traffic data to estimate peak hour traffic operations and volume/capacity ratios for the existing corridors for the 10 and 20-year time frames.
 - a. Up to five supplemental scenarios will be analyzed with this task. It is assumed each supplemental scenario will include no more than four analysis intersections.
- c) *Roadway Issues.* Identify capacity, geometric, right of way, and other deficiencies along key roadway routes identified for 10- and 20-year timeframes.
- d) *Existing Rural Development Needs.* Identify planning-level transportation needs in existing rural developments, guidelines for future rural developments, and timelines to support future annexation.
- e) *Bicycle and Pedestrian Deficiencies.* Identify and evaluate future route connectivity and continuity deficiencies in the multimodal transportation network. Identify potential on-street, off-street, and crossing improvements. The Bicycle and Pedestrian Plan will focus on route connectivity and continuity, safety, safe routes to schools, accessibility, equity, and other elements identified by the Study Advisory Team.
- f) *Additional Deficiencies.* Identify roadway, airport, transit, and freight transportation future needs that will help promote Tea as a livable and sustainable community.
- g) *Pavement Management Plan.* Analyze existing/available pavement condition data and/or gather City of Tea input to identify project years, limits, activity, and cost for pavement management implementation through a 10-year timeframe.
- h) *Funding Assessment.* Identify available future funding sources based on historical/projected City of Tea budgets and historical state and MPO funding. Develop future budget scenarios to prioritize projects. Up to two budget scenarios are assumed and will be determined through coordination with the Study Advisory Team.

- i) *Transit.* Coordinate potential connectivity options between Tea and Sioux Falls with City of Sioux Falls/Sioux Area Metro. This may include a transit hub in the northeastern part of Tea, such as along the 85th Street corridor.

Task 6. Final Report. Prepare and submit a final Transportation Plan report, including an executive summary. The final report will document feasible solutions to address issues and needs identified and analysis in previous tasks and meet identified design standards and traffic level of service expectations in the current and future conditions, while promoting a livable community that will enhance the economic and social well-being of Tea area residents.

The Transportation Plan report will include:

- a) A summary of projects needed to address existing and future deficiencies, including description of work, estimated range of year of need, and cost estimates.
- b) Enhancements to existing transportation facilities and future roadway links.
- c) Proposed solutions for identified problem areas.
- d) Listing of desirable but not necessarily needed projects, including description of work and cost estimates.
- e) Prioritization for the implementation of recommended solutions.
- f) A methodology for the prioritization of improvement projects.
- g) An assessment of potential impacts of proposed solutions.
- h) A summary of benefits of proposed solutions and improvement projects.
- i) A quantification of costs of proposed solutions and improvement projects.
- j) Maps to outline and summarize the plan.

Plan prioritization will be assembled by the following timeframes, with range of years to be agreed upon by the Study Advisory Team:

- short-term
- mid-term
- long-term

It is assumed that planning level estimates of operations and maintenance costs, and a reasonable list of reconstruction and major rehab projects, and associated cost estimates will be provided by each responsible jurisdiction. Construction cost estimates will be calculated in base year dollars (2024) but will be inflated to Year of Expenditure (YOE) dollars in the Transportation Plan. Similarly, revenues will be inflated to YOE Revenues. The inflation rates will be verified and agreed upon by the Study Advisory Team.

Task 7. Study Advisory Team Meetings. A Study Advisory Team will be formed to guide the study through completion. The Study Advisory Team shall comprise of representative parties of the City of Tea, Lincoln County, City of Sioux Falls, Sioux Falls MPO, SDDOT, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and SDDOT Office of Air, Rail, and Transit. Additional team members may be added as the study progresses.

- A kick-off meeting should be held within 30 days of the beginning of the study.
- A minimum of four (4) additional Study Advisory Team meetings are anticipated for study coordination.
- Study Advisory Team meetings may be held via web conference or in-person with a web conference option.

Task 8. Public Meetings. Prepare, advertise, and facilitate a minimum of two (2) standalone public meetings.

- Meeting #1: baseline conditions (goal setting; issues and needs)
- Meeting #2: preliminary recommendations

Public meetings will be in-person meetings (no virtual meetings). Information from the public meeting will be posted on the study website.

The consultant will provide the City of Tea a public meeting notice for review and approval prior to its publication. Publication will occur twice, a minimum of 14 and 7 days prior to the meeting in the Tea Weekly newspaper (Friday publications) unless a specific date less than 7 days prior is identified by the City of Tea. The final proof of the meeting notice from the publisher will be provided to the City of Tea prior to publication. An Affidavit of Publication from the publisher will be required for reimbursement. The Study Advisory Team agencies will be allowed to issue press releases based upon the public notice and advertise the meeting on their websites.

The public comment period for each public meeting shall be a minimum of two weeks from the date of the meeting. Means for submitting comments to the study team shall include comment cards at the meeting (or mailed to the consultant following the meeting), study website, and designated study contact's email and phone. The scope assumes developing a web-based travel survey, comment map, and meeting-specific online comment form for the first public meeting. A meeting-specific comment form will also be developed for the second public meeting. Methods for collecting comments will be discussed with the City of Tea ahead of each public meeting. Assumed methods of gathering comments may be modified within the same level of budgeted effort.

The consultant will develop a summary of comments received for each meeting.

Task 9. Stakeholder Meetings. Facilitate stakeholder group meetings in the morning and/or afternoon of the same day as each evening public meeting. A virtual option to be held on a different day than the public meeting will be discussed with the Study Advisory Team. The consultant will gather input, gauge reaction to ideas presented, and prepare a comprehensive

written summary of the meeting with stakeholders. The stakeholders will be selected by the Study Advisory Team and anticipated to included, but no limited to:

- Tea Area School District
- Tea Parks and Recreation
- Tea Police Department
- Tea Fire Department
- Tea Chamber of Commerce
- City of Sioux Falls Parks and Recreation
- Other City of Tea, Lincoln County, and City of Sioux Falls staff not on the Study Advisory Team
- Others may include other area government agencies, local developers, organizations, interest groups, community leaders, and townships

The consultant will maintain a mailing list of the stakeholders and send an invite to each stakeholder at least two (2) weeks in advance of the stakeholder meeting.

Estimate of hours based on a full day of stakeholder meetings on the day of each public meeting. The consultant will work with Study Advisory Team to determine whether meetings will be one-on-one or group stakeholder meetings. Cost estimate assumes postcard mailings and email invitations to stakeholder committee.

Task 10. City Council Meeting. Prepare and present to the Tea City Council the preliminary results, gather input, and gauge reaction to solution ideas to be included within the final report prior to the final public meeting.

Task 11. Sioux Falls MPO Committee Meetings. Complete the Sioux Falls MPO Public Participation Plan form and present the draft and final reports at the three MPO committee meetings.

Task 12. Study Update Meetings. The consultant will meet with City of Tea up to 8 times in addition to the Study Advisory Team Meetings. These meetings are intended for interim check-ins to discuss the study with City of Tea staff.

Task 13. Website. Establish and maintain a website dedicated to the study. The website will be organized to dispense information to the public regarding the status of the study, public meeting announcements, presentations, meeting summaries, and reports. The public will be able to submit comments and ask questions directly through the study website. The website may be used to assist in data gathering through web surveys or for other public participation actions as determined by the Study Advisory Team. Study Advisory Team agencies will be allowed to provide direct links to the study website from their websites. The website should be active at the time of the first newspaper public meeting notification or public meeting/stakeholder meeting notification mailing (whichever occurs first). The website will remain active for period of at least six months after the project completion date to allow for public access to the final documents. Public meeting notifications and public comment sheets shall list the website

address. A QR code will be created for the website address and used in advertisements and public documents.

The budget assumes a website similar to what was developed by HDR for the SDDOT Mitchell Area Master Transportation Plan: <https://www.mitchellmtp.com/>. The website is anticipated to include study background information (background, study components, and schedule), contact information, a method to provide feedback directly through the study website, study deliverables (when available), study updates, and public meeting information (e.g., handouts, display boards, presentation, as applicable). An online map comment application is anticipated for the first public meeting, though features of this application or if another tool would be preferred will be discussed with the City of Tea.

Task 14. Project Management.

- Progress reports and invoicing
- Internal leadership team meetings and coordination
- Project setup and monitoring

Task 15. Project Deliverables. Provide the following items to the City of Tea:

- Final Report
 - Electrotonic copy as portable document format (pdf)
 - Five (5) printed copies (appendix will be included in a flash drive attached to back cover)
- Illustrated plan map
- Final presentations
 - City Council and Sioux Falls MPO
- ArcGIS geodatabase containing collected data and map data
- Final supporting memos and reports in pdf format



Jason Kjenstad, PE^{SD}
Project Principal

Jon Wiegand, PE, SD PTOE^{US}
Project Manager

Ben Scholtz, PE^{SD}
Advisor
Jason Carbee, AICP^{US}
Planning Advisor/QA/QC

KEY TEAM MEMBERS

TRANSPORTATION PLANNING

Jeremy Williams
Tom Cook, EIT^{SD}

TRAFFIC FORECASTING

Eric Wilke

TRAFFIC SIGNAL SYSTEM PLANNING

Jason Haynes, PE^{MO}, PTOE^{US}

BIKE/PEDESTRIAN MASTER PLANNING

Mindy Moore, AICP^{US}

TRANSIT PLANNING

Brian Waterman, AICP^{US}

CONCEPTUAL LAYOUTS, COSTS, AND DESIGN STANDARDS

Michael Seiner, LSIT^{SD}
Ben Scholtz, PE^{SD}

GRANT PLANNING

Ben Scholtz, PE^{SD}

INTERIM MEMO QC

Dustin Hamilton, PE^{SD}

GIS/MAPPING

Josh Hellman

STRATEGIC COMMUNICATIONS

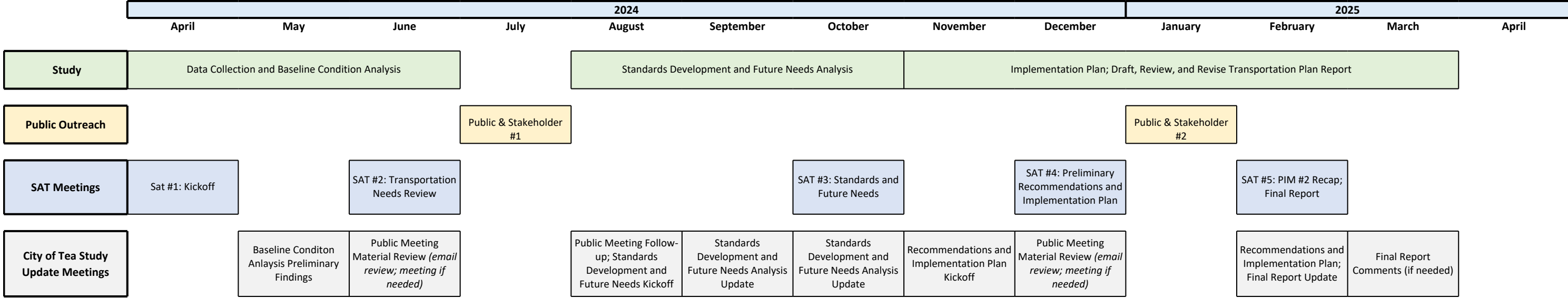
BryAnn Becker Knecht
Marie Jeppesen

WEB AND GRAPHIC DESIGN

Kelsey Gray

Tea Area Transportation Plan Schedule

2/28/2024



| Description of Tasks (per RFP) | Project Principal | Project Manager | Advisor / Grants | Advisor Plan QC | Transportation Planning | Transportation Planning | Interim Memo QC | Traffic Forecasts | Traffic Signal Planning | Bike-Ped Planning | Transit Planning | Concepts / Costs | GIS | Strategic Communication | Strategic Communication | Web/ Survey | Graphics | Project Controller | Project Admin. | TOTAL HOURS |
|---|-------------------|-----------------|------------------|-----------------|-------------------------|-------------------------|-----------------|-------------------|-------------------------|-------------------|------------------|------------------|-----------|-------------------------|-------------------------|-------------|------------|--------------------|----------------|--------------|
| | Kjenstad | Wiegand | Scholtz | Carbee | Williams | Cook | Hamilton | Wilke | Haynes | Moore | Waterman | Seiner | Hellman | Becker Knecht | Jeppesen | Rodriguez | Gray | Schwebach | Coday | |
| Specific Project Tasks | | | | | | | | | | | | | | | | | | | | |
| 1 Kick Off Meeting | 2 | 8 | 2 | | | 6 | | | | | | | | | | | | | | 18 |
| 2 Methods and Assumptions and PI Plan | | 2 | | | | 12 | 1 | | | | | | | | | | | | | 15 |
| 3 Baseline Conditions Analysis | | 8 | 2 | | 24 | 80 | 3 | | 4 | 6 | | | 32 | | | | | | | 159 |
| 4 Standards Development | 1 | 24 | 8 | 2 | 20 | 80 | 3 | | 4 | 24 | | 8 | 16 | | | | 32 | | | 222 |
| 5 Future Needs Analysis | 1 | 24 | 8 | 2 | 24 | 80 | 3 | 32 | 8 | 40 | 8 | 40 | 16 | | | | 12 | | | 298 |
| 6 Final Report | 1 | 8 | 2 | 8 | | 100 | | | | 4 | 2 | 8 | 16 | | | | 24 | | | 173 |
| 7 Study Advisory Team Meetings (4 meetings) | | 24 | 8 | | | 32 | | | | | | | | | | | | | | 64 |
| 8 Public Meetings | 4 | 16 | 4 | | | 24 | | | | | | | | 10 | 60 | | 60 | | | 178 |
| 9 Stakeholder Meetings | | 20 | 12 | | | 16 | | | | | | | | 4 | 4 | | | | | 56 |
| 10 & 11 City Council and Sioux Falls MPO Meetings | | 8 | 2 | | | 4 | | | | | | | | | | | | | | 14 |
| 12 Study Update Meetings (up to 8 Meetings) | | 20 | 16 | | | 20 | | | | | | | | | | | | | | 56 |
| 13 Website and Survey | | 2 | | | | 4 | | | | | | | | 2 | 8 | 72 | | | | 88 |
| 14 & 15 Project Management and Deliverables | 3 | 12 | | | | 2 | | | | | | | | | | | | 20 | 12 | 49 |
| TOTALS | 12 | 176 | 64 | 12 | 68 | 460 | 10 | 32 | 16 | 74 | 10 | 56 | 80 | 16 | 72 | 72 | 128 | 20 | 12 | 1,390 |

BUDGET ESTIMATE

| State of South Dakota Fiscal Year | | | | | | | | | |
|---|---------|-----------------|----------|-----------------------|----------------------|----------|---------------|-----------------------|----------------------|
| ITEM | FY2024 | | | FY2025 | | | TOTAL | | |
| | TOTALS | HOURS / EXPENSE | RATE | TOTAL ESTIMATED HOURS | TOTAL ESTIMATED COST | RATE | | TOTAL ESTIMATED HOURS | TOTAL ESTIMATED COST |
| Staff | | | | | | | | | |
| Jason Kjenstad - Project Principal | | 12 | \$114.35 | 3 | \$ 343.05 | \$117.78 | 9 | \$ 1,060.02 | \$ 1,403.07 |
| Jon Wiegand - Project Manager | | 176 | \$70.03 | 44 | \$ 3,081.32 | \$72.13 | 132 | \$ 9,521.28 | \$ 12,602.60 |
| Ben Scholtz - Advisor / Concepts / Grant Planning | | 64 | \$64.82 | 16 | \$ 1,037.12 | \$66.76 | 48 | \$ 3,204.70 | \$ 4,241.82 |
| Jason Carbee - Advisor/MTP Report QC | | 12 | \$79.61 | 3 | \$ 238.83 | \$82.00 | 9 | \$ 737.98 | \$ 976.81 |
| Jeremy Williams - Transportation Planning | | 68 | \$39.65 | 17 | \$ 674.05 | \$40.84 | 51 | \$ 2,082.81 | \$ 2,756.86 |
| Tom Cook - Transportation Planning | | 460 | \$37.43 | 115 | \$ 4,304.45 | \$38.55 | 345 | \$ 13,300.75 | \$ 17,605.20 |
| Dustin Hamilton - Interim Memo QC | | 10 | \$88.05 | 3 | \$ 264.15 | \$90.69 | 7 | \$ 634.84 | \$ 898.99 |
| Eric Wilke - Traffic Forecasting | | 32 | \$45.58 | 8 | \$ 364.64 | \$46.95 | 24 | \$ 1,126.74 | \$ 1,491.38 |
| Jason Haynes - Traffic Signal System Planning | | 16 | \$84.00 | 4 | \$ 336.00 | \$86.52 | 12 | \$ 1,038.24 | \$ 1,374.24 |
| Mindy Moore - Traffic Signal System Planning | | 74 | \$71.17 | 19 | \$ 1,352.23 | \$73.31 | 55 | \$ 4,031.78 | \$ 5,384.01 |
| Brian Waterman - Transit Planning | | 10 | \$64.19 | 3 | \$ 192.57 | \$66.12 | 7 | \$ 462.81 | \$ 655.38 |
| Mike Seiner - Conceptual Design and Costs | | 56 | \$47.10 | 14 | \$ 659.40 | \$48.51 | 42 | \$ 2,037.55 | \$ 2,696.95 |
| Josh Hellman - GIS/Mapping | | 80 | \$39.30 | 20 | \$ 786.00 | \$40.48 | 60 | \$ 2,428.74 | \$ 3,214.74 |
| BryAnn Becker Knecht - Strategic Communications | | 16 | \$46.45 | 4 | \$ 185.80 | \$47.84 | 12 | \$ 574.12 | \$ 759.92 |
| Marie Jeppesen - Strategic Communications | | 72 | \$26.45 | 18 | \$ 476.10 | \$27.24 | 54 | \$ 1,471.15 | \$ 1,947.25 |
| Christina Rodriguez - Website | | 72 | \$61.12 | 18 | \$ 1,100.16 | \$62.95 | 54 | \$ 3,399.49 | \$ 4,499.65 |
| Kelsey Gray - Graphic Design | | 128 | \$23.42 | 32 | \$ 749.44 | \$24.12 | 96 | \$ 2,315.77 | \$ 3,065.21 |
| Carla Schwebach - Project Controller | | 20 | \$54.45 | 5 | \$ 272.25 | \$56.08 | 15 | \$ 841.25 | \$ 1,113.50 |
| Elizabeth Coday - Project Admin. | | 12 | \$47.68 | 3 | \$ 143.04 | \$49.11 | 9 | \$ 441.99 | \$ 585.03 |
| SUBTOTAL: | | 1390 | | 349 | \$ 16,560.60 | | 1,041 | \$ 50,712.03 | \$ 67,272.63 |
| Fringe Benefits / Overhead (157.28%) | 157.28% | | | | \$ 26,046.51 | | | \$ 79,759.88 | \$ 105,806.39 |
| Fixed Fee (12%) | 12% | | | | \$ 5,112.85 | | | \$ 15,656.63 | \$ 20,769.48 |
| In-State Travel | | \$ 67.00 | | | \$ 16.75 | | \$ 50.25 | \$ 67.00 | \$ 67.00 |
| Printing | | \$ 2,996.25 | | | \$ 1,498.13 | | \$ 1,498.13 | \$ 2,996.25 | \$ 2,996.25 |
| Mailings | | \$ 500.00 | | | \$ 250.00 | | \$ 250.00 | \$ 500.00 | \$ 500.00 |
| Public Meeting | | \$ 1,900.00 | | | \$ 950.00 | | \$ 950.00 | \$ 1,900.00 | \$ 1,900.00 |
| Traffic Count Processing (Vendor) | | \$ 496.00 | | | \$ 496.00 | | \$ - | \$ 496.00 | \$ 496.00 |
| Capital Cost of Money (0.2857%) | 0.2857% | \$ 3.97 | | | \$ 47.31 | | \$ 144.88 | \$ 192.20 | \$ 192.20 |
| TOTAL | | | | | \$ 50,978.15 | | \$ 149,021.80 | \$ 199,999.95 | \$ 199,999.95 |

Direct Costs
HDR Engineering, Inc.
Project: Tea Area Transportation Plan

| TRAVEL COSTS | RENTAL CAR (DAYS) | LODGING (PERSON-NIGHTS) | MEALS (PERSON-DAYS) | | |
|--------------------------------------|----------------------|----------------------------|------------------------|--------------|-----------------------|
| | 0 | 0 | 0 | | |
| TOTAL | 0 | 0 | 0 | | |
| UNIT | NUMBER | UNIT COST | EXTENDED COSTS | | |
| -PERSONAL MILEAGE | 100 | \$ 0.67 | \$ 67.00 | | |
| -LODGING NIGHTS | 0 | \$ 107.00 | \$ - | | |
| -MEALS DAY | 0 | \$ 40.00 | \$ - | | |
| -RENTAL CAR | 0 | \$ 75.00 | \$ - | | |
| -PARKING | 0 | \$ 25.00 | \$ - | | |
| -FUEL FOR RENTAL | 0 | \$ 3.75 | \$ - | | |
| -FLIGHT | 0 | \$ 400.00 | \$ - | | |
| SUBTOTAL TRAVEL COSTS | | | \$ 67.00 | | |
| PRINTING COSTS | NUMBER COPIES | NUMBER PAGES | TOTAL PAGES | UNIT COST | EXTENDED COST |
| Study Materials | | | | | |
| 8.5" x 11" (B&W) | 175 | 1 | 175 | \$ 0.05 | \$ 8.75 |
| 8.5" x 11" (Color) | 175 | 1 | 175 | \$ 0.14 | \$ 24.50 |
| 11" x 17" (B&W) | 100 | 1 | 100 | \$ 0.08 | \$ 8.00 |
| 11" x 17" (Color) | 100 | 1 | 100 | \$ 0.28 | \$ 28.00 |
| Public Meetings | | | | | |
| 8.5" x 11" (Color) | 400 | 2 | 800 | \$ 0.05 | \$ 40.00 |
| 11" x 17" (Color) | 400 | 1 | 400 | \$ 0.28 | \$ 112.00 |
| Boards | 2 | 20 | 40 | \$ 60.00 | \$ 2,400.00 |
| Final Reports | 5 | | | \$ 75.00 | \$ 375.00 |
| SUBTOTAL PRINTING COSTS | | | | | \$ 2,996.25 |
| MAILINGS | NUMBER | COST PER MAILING | TOTAL | | |
| MAILINGS | 200 | 2.5 | \$ 500.00 | | \$ 500.00 |
| PUBLIC MEETING COSTS | | | | QTY | |
| ADVERTISEMENT | | | | 2 | \$ 650.00 \$ 1,300.00 |
| MEETING FACILITY | | | | 2 | \$ 200.00 \$ 400.00 |
| WEBSITE FEE (URL and Hosting) | | | | 1 | \$ 200.00 \$ 200.00 |
| | | | | Total | \$ 1,900.00 |
| VENDORS | | | | | |
| Traffic Count Processing (Miovision) | | | | 16 | \$ 31.00 \$ 496.00 |
| | | | | | |
| | | | | Total | \$ 496.00 |
| DIRECT COST SUMMARY | | | | | |
| -TRAVEL | | | | | \$ 67.00 |
| -PRINTING | | | | | \$ 2,996.25 |
| -MAILINGS | | | | | \$ 500.00 |
| -MEETINGS/ADS | | | | | \$ 1,900.00 |
| -VENDORS | | | | | \$ 496.00 |
| DIRECT COST TOTAL | | | | | \$ 5,959.25 |

EXHIBIT B
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
July 14, 2022

During the performance of this Agreement, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or

the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, [78 stat. 252]) (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability), and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC Ch. 471, § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. Ch. 471 § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

EXHIBIT D

CERTIFICATION OF CONSULTANT

I hereby certify that I am the _____ and duly authorized

representative of the firm of _____

whose address is _____

and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this agreement to employ or retain the services of any firm or person in connection with carrying out the agreement or
- (c) paid, or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the agreement; except as here expressly stated (if any)

I acknowledge that this certificate is to be furnished to the South Dakota Department of Transportation in connection with this agreement involving participation of Federal-aid highway funds and is subject to applicable State and Federal laws (both criminal and civil).

(Date)

(Signature)