

**SHORT FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES  
AGREEMENT NUMBER 10264782**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the City of Tea, South Dakota (“OWNER”), and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as (On-Call Municipal Engineering Services) (“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 on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit 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 (Exhibit C) per the Employee discipline identified, plus reimbursable expenses.

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 described in Exhibit A within a reasonable period of time.

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.

**SECTION VI. SPECIAL PROVISIONS**

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: \_\_\_\_\_

(print)

ADDRESS: 600 E. 1<sup>st</sup> Street  
PO Box 128  
Tea, SD 57064

HDR ENGINEERING, INC.

"ENGINEER"

BY: \_\_\_\_\_

(signature)

NAME: \_\_\_\_\_

(print)

TITLE: \_\_\_\_\_

(print)

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

## EXHIBIT A

### SCOPE OF SERVICES

On-Call Municipal Engineering Services shall include, but are not limited to the following Tasks performed during the 2020 calendar year (January 1 to December 31):

#### **Task 1 – General Administration (Gen Admin)**

Activities included under this task include internal accounting and administrative efforts as well as general engineering activities not assigned to additional Tasks further defined below.

#### **Task 2 – Planning & Zoning (P & Z)**

Activities in this task will include efforts to review and approve site plans, subdivision plans, plats, and other City planning activities relating to the City's comprehensive plan, engineering design standards, developer requirements, zoning ordinances, and any coordination efforts associated with these items with other agencies such as Lincoln County, the City of Sioux Falls, FEMA, etc.

#### **Task 3 – Environmental**

Activities in this task will include efforts necessary for environmental agency coordination relating to various tasks and projects that require wetland monitoring, delineation, permit application and review, agency correspondence, etc.

#### **Task 4 – Water**

Activities in this task will include those efforts performed to evaluate, maintain, design, and monitor water facilities within the City. Activities may include efforts required to design, bid, and monitor small utility projects such as water system performance and preparation for State Water Plan application support and project development.

#### **Task 5 – Sewers**

Activities in this task will include those efforts performed to evaluate, maintain, design, and monitor sewer facilities within the City. Activities may include efforts required to design, bid, and monitor small utility projects such as sewer lining, lagoon maintenance, and State Water Plan application support and project development.

#### **Task 6 – Streets**

Activities in this task will include efforts associated with road & street surface maintenance and may include activities such as monitoring and evaluation/inspection of pavement conditions and the design of surface repairs (e.g. micro-surfacing, slurry-seals, mill & overlay, and full-depth pavement repairs), as well as traffic counts, and signal system and street lighting management.

#### **Task 7 – Drainage**

Activities in this task will include efforts associated with the management and design of drainage facilities including coordination with FEMA, the US Army Corps of Engineers, and other federal, state, and local agencies that govern the boundaries and use of drainage features and facilities, engineered or natural. Additional efforts include the evaluation, data collection, and design of miscellaneous drainage facilities throughout the City (eg. detention ponds, storm sewer pipes & culverts, etc.)

Activities in this task may also include update to the City's Master Drainage Plan and evaluation of various drainage area projects including but not limited to the following:

- Update City's 2007 Master Drainage Plan to include additional areas within the Comprehensive Plan area
- Analyze 468<sup>th</sup> Avenue Drainage at High Pointe Street
  - Coordination with Tea Area School District and USFWS (for Atkins WPA area)

- Analyze Potential Semi-Regional Detention Facility downstream of the “Tea Tributary” from the Prairie Trails Development
- Analyze Potential Semi-Regional Detention Facility adjacent to Nine Mile Creek
  - Likely in conjunction with private development south and east of City’s Wastewater Lagoons
    - Potential coordination with Lincoln County, FEMA, and USACE
- Analyze Potential Semi-Regional Detention Facility adjacent to Heritage Parkway and 271<sup>st</sup> Street/CR106/Gateway Boulevard
  - Likely in conjunction with Task 9 for “Land Development” as described below

**Task 8 - Sidewalks**

Activities in this task will include efforts necessary to monitor, design, bid, inspect, and coordinate contractor activities relating to sidewalk maintenance and repair.

**Task 9 – Land Development**

Activities in this task will include efforts associated with development of a land-use plan (preliminary development plan, development engineering plan, and construction plan) for the City’s property located in the northeast quadrant of the Heritage Parkway and Gateway Boulevard intersection.

- Design efforts for this development plan will likely include coordination with Local (City and County) and Federal (FEMA) Floodplain managers to manage floodplain impacts relating to the development plans and ***will likely require CLOMR and LOMR document preparation and review with FEMA to re-map any floodplain/floodway in the area.***
  - In addition to the engineering fee for this work, floodplain document review by FEMA is anticipated to be approximately \$7,000 for the CLOMR and an additional \$8,500 for the LOMR.
    - CLOMR review by FEMA is anticipated to take 9-12 months
    - LOMR review by FEMA is anticipated to take 6-9 months

**Task 10 – Real Estate Services (RES)**

Activities in this task will include general real estate services to support the City’s need to coordinate with property owners on various items including but not limited to: annexations, assessments, property acquisitions, property or Right-of-Way vacation, supporting the City’s Legal representatives with relating Real Estate matters, etc.

- Depending on the scale of various projects, Real Estate Services may be included as a sub-task in individual project contracts in which RES efforts would be further defined in those contracts specific to each project.

**Task 11 – Hagedorn Industrial Park Infrastructure Reconstruction**

Activities in this task will include efforts associated with the development of assessment and annexation fee summaries, engineering project cost estimates, final design for industrial park infrastructure improvements (roads, drainage, water main, and sanitary sewer), and public communications. Additional efforts will include support for bid advertisement & award.

- Construction Administration for this project will also be included with this Task.

**Task 12 – (272<sup>nd</sup> Street) E 1<sup>st</sup> Street Extension**

Activities in this task include efforts associated with the development of final design plans for the extension of municipal utility and roadway infrastructure along 272<sup>nd</sup> Street from Heritage Parkway to Beech Avenue in the Landmark Industrial Park (approx. 700 feet east of Sundowner Avenue). Additional efforts will include the development of assessment and annexation documents, land owner coordination efforts, environmental and permitting services, and support for bid advertisement & award.

- Construction Administration for this project will also be included with this Task.

### **Task 13 – James Avenue Drainage**

The City was selected to receive a FEMA Grant through the State of South Dakota's Office of Emergency Management for Pre-Disaster Mitigation in mid-2020. It is anticipated these funds will be available from FEMA to afford a portion of the cost to design and construct this project in 2021 (which includes an estimated \$90,000 for engineering services).

Activities in this task will include preliminary support to initiate this project and provide communications and updates to FEMA, the State Office of Emergency Management, and SECOG.

- It is anticipated that a separate engineering contract will be developed to perform design and construction services for this project once the FEMA Grant funds are formally awarded.

### **Task 14 – GIS Mapping**

Activities in this task include data collection and site/development plan review of new and existing City infrastructure (streets, street lights, traffic signal, storm sewer facilities, water main, sanitary sewer, sidewalks, property pins, etc.) for incorporation into a GIS database.

### **Task 15 – Survey Monuments**

Activities in this task include the installation, data collection/validation, and document preparation for the establishment of City-wide survey monuments.

### **Other Tasks**

Additional Tasks may be generated (at the request of the Owner, or by the Engineer) to track other activities not included in the list above and/or to track specific activities that may result in greater efforts requiring further, specific definition(s).

**EXHIBIT B**

**TERMS AND CONDITIONS**

# 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. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.**

## **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.

## **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.

**EXHIBIT C**

**SCHEDULE OF PAY RATES**

## HDR Engineering 2021 Hourly Billing Rates

Enclosed are the 2021 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	205
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
ASME Disciplines	180
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	175
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
Environmental Scientist I	110
Senior Land Surveyor	150
Land Surveyor	130
Survey Technician III	120
Survey Technician II	110
Survey Technician I	95
Senior Construction Manager	195
Construction Manager	155
Construction Engineer	125
Construction Inspector	95
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	125
Strategic Communications/Graphic Designer I	95
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**

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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, telex, shipping and express, and other incurred expense. Unless negotiated otherwise in the contract, ENGINEER will add 10% to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project.