

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

**AGREEMENT NUMBER \_\_\_\_\_**

**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.

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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.

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**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 2025 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.

- Includes assistance for the development of priority projects and Capital Improvement Projects
- Includes attendance and support for City Council meetings (2 per month)

### **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.

- Includes attendance and support for Planning & Zoning Meetings (2 per month April – October and 1 per month, November – March)

### **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.

- Additional activities within this task are anticipated to include:
  - Preliminary grade line design for various segments of arterial and collector roadways such as Heritage Parkway, 9<sup>th</sup> Street, or Main Avenue

## EXHIBIT A

### **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 may 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 updates 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
- Manage activities relating to drainage performance along 468<sup>th</sup> Avenue near High Pointe Street
  - Includes coordination with the 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
- Continue supporting Developer and City Joint-Detention (Public/Private) Facility adjacent to Nine Mile Creek within the Ninemile Lake subdivision south of 85<sup>th</sup> Street & east of Heritage Parkway

### **Task 8 - Sidewalks**

Activities in this task will include efforts necessary to monitor, inspect, design, bid, and coordinate contractor activities relating to sidewalks and shared-use pedestrian and bicycle pathways maintenance and repair.

### **Task 9 – Land Development**

Activities in this task will include efforts associated with development of a land-use plan (conceptual plans, preliminary development plan, development engineering plan, and construction plan, and site-specific plans) for City owned properties.

- Notable properties for this potential support include:
  - 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.***
  - Various Parks or recreational facilities
  - Potential sites/properties for Public-Private Partnerships (PPP)

### **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.

## EXHIBIT A

### **Task 11 – 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 12 – Comprehensive Plan Support**

Activities in this task will include efforts associated with supporting the City's Comprehensive plan updates in conjunction with the contracted efforts the City has with Confluence (consulting firm). Anticipated efforts include, but may not be limited to the following:

- Participation in various scoping, discovery, and public meetings
- Development of narratives for new priority projects
- Updates to Environmental mapping elements (e.g. Wetlands, historic properties, flood risk areas, etc.)
- Updates to various infrastructure elements (e.g. Master Street plan, Master Water, Sanitary Sewer, & Drainage Plans, Parks & Trails)
- Water & Wastewater Facility performance review
- Airport content
- Long-Range Transportation Plan (LRTP) & cost estimation
- Existing & Future Land Use and Zoning + Growth Areas

### **Task 13 – Design Standards Updates**

Activities in this task will include the review and revisions to the City's current Engineering Designs Standards to incorporate updates applicable to the current City design approaches and industry standards.

### **Task 14 – Grant Support**

Activities in this Task will include assistance for the City to explore and pursue various local, state, and national grant programs to aide in project funding. This may include exploration of grant opportunities, project scoping and narrative development, cost estimation, benefit-cost-ratio analysis, alternatives analysis, or other activities required in grant application descriptions and instructions.

In the event the City is selected for a Grant Award, HDR's assistance for Grant Administration would be negotiated with the City to determine if that support is needed by the Consultant and/or if the work would be continued with an independent project scope outside of the On-Call Services contract.

### **Task 15 – Brian Street**

Activities in this Task will include design support and oversight for the development of Brian Street between Heritage Parkway and Sundowner Avenue in conjunction with the engineers supporting design for the Serenity Park Addition (Nielson Development), the Commerce Addition (Neel Patel, KP Real Estate), and Mr. Rick Mueller (Bender Commercial Real Estate).

### **Task 16 – 468<sup>th</sup> Avenue**

Activities in this Task will include design support for roadway reprofiling and surfacing improvements to 468<sup>th</sup> Avenue between 1<sup>st</sup> Street and Gateway Boulevard. Additional efforts may also include coordination with adjacent property owners (notably the Tea Area School District, the SD Game, Fish, and Parks – RE the Atkins WPA, and Mr. Richard Wallenstein).

- HDR anticipates notable efforts for this activity in 2025 will consist of the development of a preliminary grade line to establish a roadway profile and development of a preliminary corridor to approximate grading limits for associated roadway geometrics.

## EXHIBIT A

### **Task 17 – Kerslake Drainage Channel**

Activities in this Task will include the evaluation and preliminary design for maintenance efforts relating to the clean-out of the existing drainage channel within the Southwest Industrial Park and the Kerslake Industrial Park between Sundowner Avenue and Bucksnot Junction.

- NOTE: HDR collected basic survey data in May/June 2024 to understand the general composition of the existing channel and identify pipe culverts within the drainage channel alignment. Detailed TOPO of the drainage channel was NOT collected with those efforts.

### **Task 18 – Heritage Sewer South**

Activities in this Task will include sewer basin evaluation for the south and western portions of the community (in conjunction with the recent Comprehensive Plan updates) and design for the extension of a new trunk sanitary sewer main to extend south from the City's primary lift station at the existing wastewater lagoons and extending south approximately ½ mile to the future intersection with 9<sup>th</sup> Street.

- Should the City choose to progress with this project and pursue construction of this facility in 2025, this Task may also include Bid Letting support and construction administrative services.

### **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**  
**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. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. 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 use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue 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. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

**3. OPINIONS OF PROBABLE COST**

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.



## EXHIBIT B

### 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. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.**

### 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.

## EXHIBIT B

### 19. NO THIRD PARTY BENEFICIARIES

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

### 20. UTILITY LOCATION

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

### 21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

### 22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

### 23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

### 24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3) (an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11) (architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).

## EXHIBIT C

### SCHEDULE OF PAY RATES

#### HDR Engineering 2025 Hourly Billing Rates

Rates shall be adjusted annually. HDR may hire contract workers that will be assigned a billing rate based on this rate sheet.

Billing Title	Billing Rate Per Hour
Managing Principal	245
Project Manager 5	235
Project Manager 4	225
Project Manager 3	210
Project Manager 2	195
Project Manager 1	180
Engineer 9	235
Engineer 8	225
Engineer 7	210
Engineer 6	195
Engineer 5	180
Engineer 4	165
Engineer 3	150
Engineer 2	135
Engineer 1	125
System Integrator 4	195
System Integrator 3	175
System Integrator 2	155
System Integrator 1	125
CADD/GIS Technician 6	185
CADD/GIS Technician 5	165
CADD/GIS Technician 4	145
CADD/GIS Technician 3	125
CADD/GIS Technician 2	115
CADD/GIS Technician 1	105
Technician 5	170
Technician 4	150
Technician 3	135
Technician 2	115
Technician 1	105

Billing Title	Billing Rate Per Hour
Right of Way 4	195
Right of Way 3	175
Right of Way 2	155
Right of Way 1	120
Right of Way Coordinator	105
Environmental/Hydrologist/Geologist 6	210
Environmental/Hydrologist/Geologist 5	195
Environmental/Hydrologist/Geologist 4	170
Environmental/Hydrologist/Geologist 3	150
Environmental/Hydrologist/Geologist 2	130
Environmental/Hydrologist/Geologist 1	110
Surveyor 5	190
Surveyor 4	170
Surveyor 3	150
Surveyor 2	130
Surveyor 1	110
Construction Manager 5	245
Construction Manager 4	235
Construction Manager 3	215
Construction Manager 2	205
Construction Manager 1	185
Strategic Comm/Graphic Designer 4	165
Strategic Comm/Graphic Designer 3	145
Strategic Comm/Graphic Designer 2	130
Strategic Comm/Graphic Designer 1	105
Project Controller	120
Project Accountant	110
Project Assistant	105
Admin Assistant	85

## EXHIBIT C

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

Description	Billing Rate/Hour
Technical Expert 8	355
Technical Expert 7	335
Technical Expert 6	315
Technical Expert 5	305
Technical Expert 4	285
Technical Expert 3	265
Technical Expert 2	245
Technical Expert 1	225

### **REIMBURSABLE EXPENSES**

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

Expenses	Rate	
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
Drone	\$275.00	per day
HDR Vehicle Mileage	\$0.75	per mile
Personal Vehicle Mileage	IRS Rate	per mile
<b><i>Printing (in-house)</i></b>		
	<b>Rate</b>	
B&W 8.5x11	\$0.0857	each
Color 8.5x11	\$0.1801	each
B&W 11x17	\$0.1714	each
Color 11x17	\$0.3602	each
Plots Bond	\$0.5500	per sq ft