

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

AGREEMENT NUMBER 10363503

THIS AGREEMENT is made as of this _____ day of June, 2024, between the City of Tea, South Dakota (“OWNER”), and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as the Sundowner Avenue Phase 1 Improvements (“Project”);

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

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

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

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined 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.”

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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 the not to exceed fee is **\$533,542.00.**

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

Compensation terms are defined as follows:

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

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

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.

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

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

City of Tea, South Dakota

"OWNER"

BY: _____

(signature)

NAME: _____

(print)

TITLE: _____

ADDRESS: 600 E. 1st Street

PO Box 128

Tea, SD 57064-1028

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____

(signature)

NAME: _____

(print)

TITLE: _____

ADDRESS: 101 S. Phillips Avenue

Suite 401

Sioux Falls, SD 57104

EXHIBIT A

SCOPE OF SERVICES

PLANNING & DESIGN

SUNDOWNER AVENUE IMPROVEMENTS – PHASE 1

GATEWAY BOULEVARD TO 270TH STREET (85TH STREET)

PROJECT DESCRIPTION

470TH Avenue (aka Sundowner Avenue) is a section line with a north-south orientation located near the eastern limits of the City of Tea, South Dakota. The roadway segment located between Gateway Boulevard and 270TH Street (aka 85TH Street) varies in composition for the 1 mile distance including variations in surface type, rural and urbanized components, lane dimensions, etc. Adjacent land usage also varies along the corridor primarily consisting of light industrial and commercial properties in addition to undeveloped agricultural (row crop) use. The corridor includes various driveway accesses for businesses previously established as rural subdivisions along with a mix of roadway intersections amongst previously established and new subdivisions.

This roadway segment is currently maintained by Delapre Township within northern Lincoln County. Properties located along the eastern portion of this roadway segment are currently annexed into the City of Tea; properties located along the western portion of this roadway segment are not currently annexed into the City. As a section line roadway, this street segment is identified in the City of Tea's Master Street Plan as a future arterial corridor.

HDR understands the City of Tea desires to implement improvements to this roadway corridor to support accessibility to adjacent properties and subdivisions, promote economic development and growth in adjacent areas, and provide roadway continuity between 85TH Street and Gateway Boulevard in anticipation of other currently planned improvements to the 85TH Street corridor and future I-29 and 85TH Street Interchange.

SCOPE OF SERVICES

This scope of services includes HDR's proposed approach to designing roadway and utility improvements to this corridor as a provisional step toward arterial corridor development. Design elements will consist of a mix of urban and rural roadway components to support adjacent subdivision development and permit flexibility with future corridor improvements adjacent to areas not yet developed or urbanized. The City of Tea Engineering Design Standards will be used for the development of urban roadway features and rural design elements will be developed using guidance from the South Dakota DOT Road Design Manual.

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

EXHIBIT A

SCOPE OF SERVICES

TASK 1 – Project Management

Project Client Communication (City)

Maintain communications with City staff. Communicate with City staff to review progress or to discuss specific elements of the project. Also includes effort associated for documenting discussions and decisions made as a result of communications.

Internal & External Coordination

Provide resource management and allocation based on project schedules and activities.

Project Controls & Invoice Processing

Provide budget and invoice management, including monthly status reports.

TASK 2 – Data Collection

Establish Survey Control

Survey control was previously established for this project in the late summer/fall of 2023. Limited staff efforts are included for this sub-task to verify the previously established survey control has not been disrupted by other private activities within the right-of-way or adjacent private subdivisions.

Field (Topographic) Survey

Topographic survey data was collected for this project in the late summer/fall of 2023. Limited staff effort is included to support field verification and additional data collection in the event that new information becomes available through utility coordination efforts and/or parcel research.

Boundary (Property) Survey

A boundary survey was not performed with previous topo survey work in 2023. These efforts include survey work to locate and verify the locations of Section corners and property pins located within the proposed project limits to support the establishment of the existing Right-of-Way and adjacent property limits.

HDR will contact the property owners to obtain permission to access property beyond the Right-of-Way to perform survey activities. Should the land owner refuse the right of entry, the City will be advised.

Legal Document Research

HDR will perform property owner abstract research to document property ownership, review property legal descriptions, and determine the presence and extents of easements.

EXHIBIT A

SCOPE OF SERVICES

This information will also be incorporated into Right-of-Way base mapping where applicable.

This information will be used to support the preparation of project related easement documents or permanent Right-of-Way acquisitions as applicable to content in Task 6 further in this Scope.

Base Map Generation

Project base maps will be developed to reflect topographic survey information and existing Right-of-Way and Easement limits along the extents of this portion of the Sundowner Avenue corridor.

These base maps will be used to develop content for the project to compare existing conditions to the proposed design.

TASK 3 – Environmental Screening

Project Environmental Review

HDR will perform an environmental review for the project to evaluate potential environmental impacts and determine which agencies (local, state, or federal) will require notification and applicable permitting.

Field Wetland Delineation & Report

HDR will perform a wetland delineation and develop a preliminary impact calculation and an HGM functional assessment for the project area.

Section 404 Permitting

It is anticipated that environmental impacts (including wetland impacts) for this project will be minimal and the project will be permitted under a Nationwide Permit with the US Army Corps of Engineers to comply with Section 404 of the Clean Water Act.

HDR will prepare the Nationwide permit documents to applicable state and federal agency offices respective to this project.

Should more significant environmental impacts for this project result in permitting and agency coordination efforts that exceed that of a Nationwide Permit, HDR will coordinate with the City of Tea to amend this agreement to capture additional efforts and excess costs for those activities.

This scope does not include the cost for acquisition of project related wetland mitigation credits.

The City of Tea will be responsible for acquiring wetland mitigation credits associated with this project.

EXHIBIT A

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

This scope assumes the project is NOT associated with Federal funding requiring additional NEPA related activities and Federal Agency permitting.

TASK 4 – Preliminary Grade Line Development

Traffic Analysis & Memo

HDR will evaluate the Sioux Falls Area Metropolitan Planning Organization's (MPO) Travel Demand Model to estimate future traffic for the project corridor. Information from recent traffic counts collected along Gateway Boulevard and traffic data available from the 85th Street IMJR Environmental Assessment will also be evaluated for incorporation into a traffic memo for the project corridor to support road design geometrics.

Preliminary Road Geometrics

A preliminary (approx. 30%) design for the project corridor will be developed to include typical grading sections, roadway vertical profile, lane configurations, intersection layouts, and cross sections.

Preliminary Design Cost Estimate

A preliminary cost estimate will be developed based on estimated project quantities for earthwork, surfacing, and other preliminary design content to support the City's budget planning. Other Project components not included in preliminary design will be estimated as lump sum project items based on HDR's familiarity of similar surrounding area project elements. This cost estimate will include contingency as various project elements with the 30% design will not be complete, are subject to refinement, and can be effected by final plan bidding environment.

Drainage Analysis & Memo

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

HDR may also utilize 3D contours from the City of Sioux Falls aerial mapping to supplement survey needs beyond the 200-foot wide TOPO survey.

Additional evaluation will also be performed to determine the size and spacing of surface inlets, catch basins, and associated storm sewer pipe within the proposed urbanized portion of the roadway.

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These efforts do not include the evaluation for sizing or location of detention ponds or BMPs.

Utility Coordination

HDR will collect and review utility maps associated with data requested in Task 2 (for Survey / Data Collection) and meet with utility representatives to determine project obstacles and coordinate utility relocations in anticipation for construction.

Task 5 - Stakeholder & Public Communications

Project Development Review

A 30% plan review will be coordinated with the City of Tea approximately 3-months following the completion of TOPO survey (Task 2) to review the project design and collect feedback from the City prior to progressing with final design details and plan production.

Land Owner & Public Meetings

HDR will arrange two (2) in-person Public meetings for the project. The 1st meeting will be arranged following completion of the preliminary (30%) project design to brief attendees about the project and collect input on project elements effecting adjacent properties. The 2nd meeting will be arranged near final design completion to inform attendees about final plan content and provide information about project delivery schedule. Public meetings are anticipated to include attendees in addition to adjacent property owners and are planned to be hosted at Tea City Hall.

There are approximately 15 different property owners currently occupying property adjacent to the project area. HDR anticipates meeting with each property owner on average of approximately 6 hours throughout the project (excluding public meetings).

Assessment Communications

HDR will provide the City and land owners with a project assessment “cheat sheet” to outline the assessment process and provide general information about anticipated assessment costs. HDR anticipates meeting with property owners individually with the City of Tea to review project Assessments respective to the projects improvements (and to provide information regarding optional property annexations).

EXHIBIT A

SCOPE OF SERVICES

Task 6 – Right of Way / Real Estate Services

Easement Document Review

HDR's Real Estate Services team will review temporary easement and permanent property (Right-of-Way) documents prepared by the design team and develop easement agreements to negotiate property permissions or acquisitions.

Easement Negotiations

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

Staff hours associated with the activities above are based on the assumption that Easement Agreements will only be needed for approximately 6 properties.

HDR assumes this project will not be associated with Federal Funding that would otherwise require property negotiations to be performed in accordance with the Uniform Relocation Act.

This scope does not include staffing efforts or sub-contracts for Title Research or property Valuations/Appraisals.

Task 7 - Final Design & Plan Production

Following preliminary (30%) design and plan review with the City of Tea, HDR will evaluate design revisions requested by the City and Public feedback and revise design in accordance with project standards and standard industry practices.

Final plans will be prepared utilizing the City of Sioux Falls standard Section method.

This scope does not include staffing efforts or sub-contracts for landscaping design or landscape architecture.

Project plans and design will be reviewed internally by HDR by an individual unfamiliar with the project but having knowledge of applicable design standards and practices in the region.

Utility design elements of the project will also be submitted to the South Dakota Department of Agriculture and the Environment (SD DANR) for review and state agency compliance.

EXHIBIT A

SCOPE OF SERVICES

Coordination with the FAA Regional Office and the local Lincoln County Marv-Skie Airport will also be performed to supply the airport and agency with applicable information for project elements relating to street light locations & elevations.

Task 8 – Bid Preparation & Contract Award Support

HDR will prepared final project bidding documents to support public advertisement of the project including final plans as noted in Task 7 and associated bid booklet with applicable special provisions .

HDR will prepare a notice to bidders draft for the City of Tea to submit to the local newspaper for Advertisement.

HDR will post and manage project documents on the QuestCDN.com website and with the local Plains Builders Exchange in conjunction with the project advertisement.

HDR will communicate with contractors about the project, keep a plan holders list, collect project inquiries, provide interpretations for plan content, and issue project plan revisions via addenda (as needed).

HDR will attend the project the bid opening, review project bids, provide the City with a Bid Review memo and Award Recommendation Letter to the City based on Bids received.

HDR will also assist the City with preparations for Construction Contractor Project Award contract documents prior to construction commencement.

This scope does NOT include staffing efforts to support construction administration/oversight. Such efforts may be added to this proposal via a new contract or contract amendment at the request of the City.

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 (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

EXHIBIT B

HDR Engineering, Inc. Terms and Conditions for Professional Services

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

EXHIBIT B
HDR Engineering, Inc. Terms and Conditions
for Professional Services

(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.

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.

EXHIBIT C
SCHEDULE OF PAY RATES

HDR Engineering - 2024 Hourly Billing Rates

Enclosed are the 2024 Hourly Billable Rates for HDR Engineering. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include Reimbursable Expenses or hourly billing rates for equipment as defined below.

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

EXHIBIT C
SCHEDULE OF PAY RATES

Description	Billing Rate / Hour
Senior Construction Manager	205
Construction Manager	195
Construction Engineer III	180
Construction Engineer II	160
Construction Engineer I	135
Construction Inspector	105
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	130
Strategic Communications/Graphic Designer I	100
Project Controller	95
Project Assistant	95
Admin Assistant	70

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

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

REIMBURSABLE EXPENSES

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

Direct Expenses

Drone	\$275.00	per day
Traffic Counting Equipment	\$120.00	per hour
Survey/GPS Equipment	\$50.00	per hour
Robotic Total Station	\$50.00	per hour
Side-by-Side Utility Vehicle	\$25.00	per hour
Handheld GPS	\$20.00	per hour
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

EXHIBIT D
ESTIMATED BUDGET & STAFF HOURS

TASK LIST SUMMARY AND STAFF HOUR ESTIMATE

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

BUDGET ESTIMATE

Task Series	Description	TOTAL ESTIMATED HOURS	TOTAL ESTIMATED COST
1	Project Management	157	\$ 27,175.00
2	Data Collection	78	\$ 9,410.00
3	Environmental Screening	136	\$ 18,340.00
4	Preliminary Grade Line Development	580	\$ 88,600.00
5	Stakeholder & Public Communications	281	\$ 40,355.00
6	Right of Way / Real Estate Services	558	\$ 70,720.00
7	Final Design & Plan Production	1,643	\$ 246,235.00
8	Bid Preparation & Contract Award Support	140	\$ 25,840.00
SUBTOTAL:		3,573	\$ 526,675.00
DIRECT EXPENSES:			
			Travel: \$ 1,807.00
			Printing / Copying / Mailings: \$ 800.00
			Survey Equipment: \$ 4,260.00
			Subconsultants: \$ -
TOTAL:			\$ 533,542.00

HDR anticipates this work to commence by or before July 4, 2024 and to be completed by March 31, 2025.