AMENDMENT NO. 1 TO AGREEMENT

Project: Jackson Boulevard and West Main Street Intersection and Utility Improvements, Project No. 11-1945 / CIP No. 50858

Background Data: HDR has been hired for Real Estate Services (property and easement acquisition) associated with the above-mentioned project.

Nature of Amendment: It has become necessary to include Engineering Services into the contract, and to add additional hours for landowner negotiations.

Current Contract Amount: $110,740.00

Change Requested: $41,000.00

New Contract Amount: $151,740.00

Owner and Engineer hereby agree to modify the above referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The effective date of this Amendment is:

CITY OF RAPID CITY:
By: ____________________________
   Steve Allender, Mayor

Date Signed: ______________________

ATTEST:
By: ____________________________
   Pauline Sumption, Finance Director

Date Signed: ______________________

Engineer:
By: ____________________________
   ______________________________

Date Signed: 6/18/2022
June 6, 2022

Mr. Brandon Quiett  
City of Rapid City  
300 Sixth Street  
Rapid City, 57701

<Delivered via Email> Brandon.Quiett@rcgov.org

Re: Jackson Blvd and West Main St Intersection Reconstruction – Real Estate Services (RES)  
Project No. 11-1945 / CIP No. 50858 – Amendment 01

Dear Mr. Quiett:

The following provides the Amendment 01 services reference to the Jackson / W. Main RES for the City of Rapid City. As noted in the scope we (HDR) are assuming no change in the cost of the contract due to allocation of hours with the exception to revising and adding a task.

We would like to thank the City of Rapid City for offering HDR the opportunity to provide RES and for allowing HDR to continue to work with you. If you have questions or need additional information, please feel free to contact us.

Sincerely,

HDR Engineering, Inc.

Lee W. Kaffar, Managing Broker  
Section Manager

Jason Kjenstad, PE  
Vice President

cc: Dustin Hamilton (dustin.hamilton@hdrinc.com)  
Kelsey Lee (kelsey.lee@hdrinc.com)

Enclosures: Scope and Fee of Jackson / W. Main RES – Amendment 01

hdrinc.com  
703 Main Street, Suite 200, Rapid City, SD 57701  
(605) 791-6100
Attachment 1

Scope of Work - Jackson / W. Main Real Estate Services (RES)

Amendment 01

(Project No. 11-1945 / CIP No. 50858)

Project Background

The Jackson / W. Main RES, (Project) is being amended to include additional and/or new tasks of Project Management, Engineering Support, Acquisition, and City Council Presentation Services for the City of Rapid City (City) Public Works Department. The intent of the services is to conduct necessary Real Estate / Right of Way execution of acquisition(s) of project parcels for the City as a non-federal funded project using the City’s agreement template(s).

The project tasks that HDR is amending to perform for the Project are as follows:

Task 01 - Project Management – (amending task)

The following tasks indicate our team’s approach to completing the project management of the project:

HDR Assumptions:

- Up to two (2) meetings with the City to review landowner coordination tasks and next step by HDR’s RES Team and Engineer Team. Max of 30 minutes setup, one (1) hour meeting, 30 minutes of processing meeting minutes each meeting.
- Up to two (2) staff members will attend one (1) City Council Meeting to provide a presentation outlining the project overview and how the team arrived at the design final layout for next steps of acquisition.

HDR Deliverables:

- Two (2) pdf meeting minutes for City coordination meetings via email attachment
- One (1) Presentation to City Council

Task 02 – Acquisition – (amending task)

The following tasks indicate our team’s approach to completing the acquisition of the project:

HDR Assumptions:

- Cost market analysis to determine total take value of Parcel 2-13, assumption relocation benefits are not applied due to non-federal funded project
- Development of agreement documents and initial offer as total take using City of Rapid City templates
- Review of a concept layouts and impacts to acquisition settlement

HDR Deliverables:

- Amend Market Analysis, one (1) time event
- Amend Agreement Documents, one (1) time event
Task 03 – CBRE – *no change*
Task 04 – Landowner Coordination – *no change*

**Task 05 – Engineering Support** – *new task*
The following tasks indicate our team’s approach to completing Engineering Support to develop concepts/alternatives resulting from initial landowner meetings and contacts:

**HDR Assumptions:**
- Task intent is to develop up to 3 conceptual layouts/renderings to support options of removing the “U” turn at the proposed ¾ access into 1727/1719/1711 W. Main St. and providing alternatives for:
  1. Shifting west access to east and removal of center access
  2. Reconfiguration of ROW and potential parking lot alternatives for remnant of 1711 W. Main St.
- Provide up to 2 additional conceptual layouts/renderings for adjacent properties resulting from landowner meetings/contacts.
- HDR assumes City provided LIDAR/GIS information will be used to develop the conceptual layouts and supplemental/field survey will not be required.
- HDR assumes no additional exhibits will need to be created by HDR’s engineering team.

**HDR Deliverable:**
- Up to 5 conceptual layouts/renderings to support landowner meetings provided in .pdf format.

**Schedule**
The schedule crossed out events have been identified as items completed, with revisions to dates “To Be Determined” (TBD) based on the Task 03 – Landowner Coordination. HDR does not anticipate on making offers to properties not impacted to beyond Task 03 as graphics do not show a proposed frontage road and avoiding negotiation discussions as landowners communicate with each other.

Notice to Proceed .................................................................................................................. January 18, 2022
Project Kickoff Meeting ........................................................................................................ January 28, 2022
Sales Data Book complete (CBRE) for use in Market Analysis .............................................. February 11, 2022
Market Analysis Report and Waivers completed by HDR ....................................................... March 14, 2022
  - Report may require revisions, based on the Landowner Coordination Meetings. Hours to conduct revision may also be services beyond the original scope at one (1) time event and will be tracked if an Amendment is warranted
  - HDR assumes to conduct meetings in person over a two (2) day period total. Meetings are subject to landowner’s schedule.

Engineer Support Exhibits
- Drafts for City Review ..................................................................................................... July 29, 2022
- Final for City Review ...................................................................................................... August 5, 2022
- City Council Presentation ............................................................................................... August, 2022

All acquisition/relocation offers complete (45 days). .............................................................. April 29, 2022 (TBD)
  - Should parcels be at an impasse that may require Full Appraisals (CBRE) ........... NTP TBD

Acquisition/ completion (90 days). ...................................................................................... September 2, 2022 (TBD)

Overall completion date ................................................................................................. September 2, 2022 (TBD)

*schedule excludes weekends and public holidays from day count valuations provided*
**schedule is subject to change based on notice to proceed and market analysis report date**

***City Project Manager may authorize schedule adjustments to interim dates following written request***

***Contract “overall completion date” require City Council approval***

**Personnel Hours**
The fee for the RES of $41,000.00 is estimated at a not to exceed the amount as shown in the man-hours/fee spreadsheet (Attachment “1”) associated to HDR billing rates (Attachment “2”).

- HDR would like to note that scope revisions and follow-up discussions may require a revision to the contract fee provided.
- HDR is always willing to discuss man-hours and fees to ensure we are meeting the expectations of our clients.
- HDR services is to be tracked separately with the Amendment and progress reports/invoices. HDR recognizes the fee for the said Amendment is being used within the existing contract estimated total amount not to exceed. Should HDR see overages and require the amount listed on the said Amendment, HDR PM will correspond a formal request from the City PM a minimum one (1) month ahead of overages of contract. HDR also assumes the direct expenses of travel will be utilized within Task 02 Acquisition and will provided value added to negotiations. HDR has not included travel for meeting with owners with this Amendment.
## Attachment “1”

### Task 01 – Project Management

- **Two (2) meetings with City - Coordination mtgs:** 4 hr, 8 billable
- **One (1) City Council Meeting (2 staff):** 2 hr, 8 billable
- **Quality Control Reviews:** 4 hr, 1 billable

**Subtotals:** 8 hr, 17 billable

**Task Expenses:** $95.00

**Task Total Cost:** $8,360.00

### Task 02 – Acquisition

- **Review / Coordination Concept Layouts:** 2 hr, 6 billable
- **Amend Market Analysis (1 time event):** 6 hr, 8 billable
- **Meeting with City on revised offers / MM:** 4 hr, 4 billable
- **QA/QC - Acquisition Documents:** 3 hr, 4 billable

**Subtotals:** 17 hr, 42 billable

**Task Expenses:** $150.00

**Task Total Cost:** $8,505.00

### Task 05 - Engineering Support

- **Prepare up to 3 Concepts for South Acquisition Area:** 6 hr, 2 billable
- **Prepare up to 2 Concepts for Additional Acquisition:** 4 hr, 2 billable
- **Development of presentation / meeting with City:** 2 hr, 4 billable
- **Prelim H-Lot Config / Design Counters:** 4 hr, 10 billable

**Subtotals:** 16 hr, 20 billable

**Task Expenses:** $125.00

**Task Total Cost:** $26,135.00

### Totals

**Total Expenses / Direct Costs:** $370.00

**Task 1 Direct Costs:** $95.00

**Task 2 Direct Costs:** $150.00

**Task 5 Direct Costs:** $125.00

**Total Expenses / Direct Costs:** $40,630.00

**Total Cost Summary**

- **Total Hours:** 277
- **Total Labor:** $40,630.00
- **Total Expenses / Direct Costs:** $370.00
- **Total Cost:** $41,000.00
## Attachment “2”

### HDR Engineering

**2022 Hourly Billing Rates**

Enclosed are the 2022 Hourly Billing Rates for HDR Engineering. These rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not included reimbursable expenses or hourly rates for equipment as defined below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Billing Rate/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Principal</td>
<td>225</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>215</td>
</tr>
<tr>
<td>Project Manager III</td>
<td>195</td>
</tr>
<tr>
<td>Project Manager II</td>
<td>180</td>
</tr>
<tr>
<td>Project Manager I</td>
<td>165</td>
</tr>
<tr>
<td>Engineer VI</td>
<td>195</td>
</tr>
<tr>
<td>Engineer V</td>
<td>180</td>
</tr>
<tr>
<td>Engineer IV</td>
<td>165</td>
</tr>
<tr>
<td>Engineer III</td>
<td>145</td>
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<tr>
<td>Engineer II</td>
<td>130</td>
</tr>
<tr>
<td>Engineer I</td>
<td>115</td>
</tr>
<tr>
<td>Senior ASME Engineer</td>
<td>195</td>
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<tr>
<td>ASME Engineer</td>
<td>180</td>
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<tr>
<td>System Integrator Engineer III</td>
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<td>155</td>
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<tr>
<td>System Integrator Engineer I</td>
<td>115</td>
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<tr>
<td>Engineering/Field Services Technician V</td>
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<tr>
<td>Engineering/Field Services Technician IV</td>
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</tr>
<tr>
<td>Engineering/Field Services Technician III</td>
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<td>Cad/GIS Technician IV</td>
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<td>Environmental Scientist V</td>
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<td>Environmental Scientist III</td>
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<tr>
<td>Environmental Scientist I</td>
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<tr>
<td>Survey Technician III</td>
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<td>Survey Technician II</td>
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<tr>
<td>Survey Technician I</td>
<td>95</td>
</tr>
</tbody>
</table>
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**

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Traffic Counting Equipment</td>
<td>$120.00 per hour</td>
</tr>
<tr>
<td>Survey/GPS Equipment</td>
<td>$50.00 per hour</td>
</tr>
<tr>
<td>Robotic Total Station</td>
<td>$50.00 per hour</td>
</tr>
<tr>
<td>Side-by-Side Utility Vehicle</td>
<td>$25.00 per hour</td>
</tr>
<tr>
<td>Handheld GPS</td>
<td>$20.00 per hour</td>
</tr>
<tr>
<td>Mileage</td>
<td>$0.75 per mile</td>
</tr>
</tbody>
</table>

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