

# REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

Date: November 19, 2010

Project Name & Number: Levee Certification DR09-1840

CIP #: 50756

Project Description: To provide professional engineering services to certify levees within the City are in compliance with Federal standards.

Consultant: Sperlich Consulting

Original Contract Amount: \$214,015.16

Original Contract Date: December 7, 2010

Original Completion Date: November 15, 2011

Addendum No:

Amendment Description:

Current Contract Amount: \_\_\_\_\_  
 Change Requested: \_\_\_\_\_  
 New Contract Amount: \_\_\_\_\_ \$0.00

Current Completion Date: \_\_\_\_\_  
 New Completion Date: \_\_\_\_\_

**Funding Source This Request:**

Amount	Dept.	Line Item	Fund	Comments
\$214,015.16	8911	4223	505	
\$214,015.16	<b>Total</b>			

### Agreement Review & Approvals

*[Signature]* \_\_\_\_\_ 11-19-10  
 Project Manager Date

*[Signature]* \_\_\_\_\_ 11-19-10  
 Compliance Specialist Date

*[Signature]* \_\_\_\_\_ 11-22-10  
 City Attorney Date

*[Signature]* \_\_\_\_\_ 11-19-10  
 Division Manager Date

*[Signature]* \_\_\_\_\_ 11-19-10  
 Department Director Date

**ROUTING INSTRUCTIONS**

Route two originals of the Agreement for review and signatures.  
 Finance Office - Retain one original  
 Project Manager - Retain second original for delivery to Consultant  
 cc: Public Works  
 Engineering  
 Project Manager

**FINANCE OFFICE USE ONLY**

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Date	Initials	Approved
11/23/10	<i>[Signature]</i>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N
Appropriation		
Cash Flow		

**Agreement Between City of Rapid City and Sperlich Consulting  
for Professional Services for Levee Certification  
Project No. DR09-1840 / CIP No. 50756**

AGREEMENT made December 7, 2010, between the City of Rapid City, SD (City) and Sperlich Consulting, (Engineer), located at 821 Columbus Street, Rapid City, South Dakota 57701. City intends to obtain services for Levee Certification, Project No. DR09-1840, CIP No. 50756. The scope of services is as described in Exhibits A and B.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in Exhibits A and B, serve as the City's professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

**Section 1—Basic Services of Engineer**

**1.1 General**

- 1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.
- 1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.



## 1.2 Scope of Work

The Engineer shall:

- 1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.
- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibits A and B.)

## Section 2—Information Provided by City

The City will provide any information in its possession for the project at no cost to the Engineer.

## Section 3—Notice to Proceed

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

## Section 4—Mutual Covenants

### 4.1 General

- 4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

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



- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment.
- 4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.
- 4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.
- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or



subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.

- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

#### 4.2 **City of Rapid City NonDiscrimination Policy Statement**

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

### **Section 5—Payments to the Engineer**

#### 5.1 **Schedule of Pay Rates**

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer's hourly rate schedule. (See Exhibit C.)



**5.2 Fee**

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$214,015.16 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded.

**5.3 Progress Payments**

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month at the rates established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

**Section 6—Completion of Services**

The Engineer shall complete services on or before November 15, 2011.

**Section 7—Insurance Requirements****7.1 Insurance Required**

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

**7.2 Cancellation**

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

**7.3 City Acceptance of Proof**

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will



hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

#### 7.4 Specific Requirements

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.

#### Section 8—Hold Harmless

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

#### Section 9—Independent Business

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the





control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

### **Section 10-Indemnification**

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer's negligence.

### **Section 11-Controlling Law and Venue**

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7<sup>th</sup> Judicial Circuit, Pennington County.

### **Section 12-Severability**

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

### **Section 13—Funds Appropriation**

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.



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

City of Rapid City:

Engineer:

\_\_\_\_\_  
MAYOR

Thade R. McRabe  
SPERLICH CONSULTING

DATE: \_\_\_\_\_

DATE: 11-19-10

ATTEST:

\_\_\_\_\_  
FINANCE OFFICER

Reviewed By:

Dale Tech  
Dale Tech, City Engineer

DATE: 11-19-10





## EXHIBIT "A"

- A.1 PROJECT DESCRIPTION
- A.2 SCOPE OF SERVICES SUMMARY
- A.3 SCOPE OF SERVICES REQUESTED



**SPERLICH CONSULTING, INC  
ENGINEERING SERVICES FOR  
LEVEE CERTIFICATION  
PROJECT NO. DR09-1840 / CIP NO. 50756**

**A.1 PROJECT DESCRIPTION**

The selected consultant will provide services related to compiling sufficient documentation to certify the levees meet current design, operation, and maintenance criteria to provide protection from the 1-percent-annual-chance flood according to the requirements of 44 CFR 65.10. The preliminary certification process for this project is to review the City's files and compile the documentation defined and outlined within the regulation to maintain the levees certification and thereby their designation on the Digital Flood Insurance Rate Maps (DFIRM). Fieldwork to obtain additional data and the performance of engineering analyses may be necessary depending on the recommendations of the preliminary certification process.

**A.2 SCOPE OF SERVICES SUMMARY**

The professional services to be provided will include Tasks 1, 2, and 3:

**Under this Contract**

- Task 1 – Preliminary Certification Report
- Task 2 – Engineering Analyses, if required
- Task 3 – Final Certification Report

**A.3 SCOPE OF SERVICES REQUESTED**

The Scope of Services as Requested will include Tasks 1, 2 and 3. Each of the Tasks are outlined below, including the Project Team, Meetings, and Submittals Summary.

The professional services to be rendered under this contract will include Tasks 1, 2 and 3 as outlined below, unless indicated otherwise. Where exceptions and/or clarifications to the Tasks are required, they are shown in bold following the Task number.

**TASK 1 - PRELIMINARY CERTIFICATION SERVICES:**

This task consists of all services necessary to take the project from beginning through the Preliminary Certification Report submittal stage, and may include the following itemized Services.

- 1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. The consultant shall prepare an agenda, take minutes, and distribute minutes.



- 1.2 The consultant shall attend a monthly progress review meeting with the City project manager to update city staff on progress. The consultant shall take minutes, and distribute the minutes.
- 1.3 Review background information listed in this RFP, and any other resources as necessary.  
Other resources include:
  - The City will provide an electronic file of historical levee records. The records will include all design, construction, survey, operation, and maintenance documentation.
- 1.4 The consultant shall submit three (3) copies of the three (3) draft certification reports to the project manager for review and comment.
  - The reports shall present the data and documentation in the same sequence at the requirements of 44 CFR 65.10.
  - There shall be a separate report for each of the three levees.
  - The draft certification report will determine if enough documentation exists to certify the levees or not. If not, the draft certification report shall specify what additional engineering services are required and prepare a preliminary opinion of probable cost for those services.
  - The draft certification report will include the ramifications of what will happen if the levees are not certified.
- 1.5 Attend submittal review meeting with City staff, if necessary.
- 1.6 Attend Public Works and City Council meetings, if necessary.

#### TASK 2 – ENGINEERING ANALYSES:

This task consists of all services necessary to take project from Task 1 through Task 2, and may include the following itemized services.

- 2.1 Perform Engineering Analyses as outlined below and as deemed necessary in Task 1.
- 2.2 Survey services that are required to complete the certification documentation, the survey shall be tied to at least two City of Rapid City Monument Control system monuments and utilize the same geographic coordinates used by the FEMA Map Modernization process.
- 2.3 Geotechnical services that are required to complete the certification documentation, payment for geotechnical services is the responsibility of the consultant if a sub-consultant performs those services.
- 2.4 The consultant shall attend a monthly progress review meeting with the City project manager to update city staff on progress. The consultant shall take minutes, and distribute the minutes.
- 2.5 The consultant shall submit three (3) copies of the engineering analyses reports to the project manager for review and comment.
- 2.6 Attend submittal review meeting with City staff, if necessary.
- 2.7 Attend Public Works and City Council meetings, if necessary.



### TASK 3 – FINAL CERTIFICATION SERVICES:

This task consists of all services necessary for the administration of the Final Certification Services, and may include the following itemized services.

- 3.1 The consultant shall attend a monthly progress review meeting with the City project manager to update city staff on progress. The consultant shall take minutes, and distribute the minutes.
- 3.2 Address City comments from prior reviews and finalize certification process.
- 3.3 Provide three (3) copies of each of the Final Certification Reports. The submittal shall consist of complete documentation according to the requirements of 44 CFR 65.10 to the City of Rapid City's project manager for review. The Final Certification Report submittal will be made to the City when the consultant believes the documentation is 100% complete.
- 3.4 Address 100% submittal staff comments as necessary.
- 3.5 Deliver the following:
  - Provide complete reports, engineering analyses, and drawings on CD compatible with AutoCAD Release 2006 to 2008 format.
  - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
- 3.6 All submittals (documentation) believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance with 44 CFR Section 65.10 which shall read, "I (insert Engineer of Record's name) Certify that I have read and understand the provisions contained in 44 CFR Section 65.10. The documentation contained here within, to the best of my knowledge, was prepared in accordance with 44 CFR Section 65.10". This statement shall appear on the cover letter of each Certification Report. The Certification report shall be signed and dated by the Engineer of Record.

### PROJECT TEAM, MEETINGS, AND SUBMITTAL SUMMARY

- 4.1 Project team members will include:
  - Sperlich Consulting, Inc.
  - American Engineering Testing, Inc.
  - The City of Rapid City Engineering Services Staff
- 4.2 Meetings requiring the Consultant's participation will likely include, but may not be limited to the following:
  - Project meetings as needed
  - Submittal review meetings
  - Committee and Council Meetings as required



4.3 Submittals Include:

- Minutes for each meeting
- Report for each task – (Reference the Task Submittal Requirements of Tasks 1, 2 and 3 above)

The Consultant shall allow 15 working days for City review of submittals.



## EXHIBIT "B"

- B.1 TASK 1, SUMMARY OF COSTS
- B.2 TASK 2, SUMMARY OF COSTS
- B.3 TASK 3, SUMMARY OF COSTS



**PROJECT:** LEVEE CERTIFICATION PROJECT

**No.:** Project #DR09-1840 / CIP NO. 50756

**BY:** Sperlich Consulting, Inc.

**DATE:** November 8, 2010

LEVEE CERTIFICATION PROJECT, PROJECT NO. DR09-1840 / CIP NO. 50756

Number	LEVEE CERTIFICATION	Total Costs
<b>TASK 1 - PRELIMINARY CERTIFICATION SERVICES</b>		
1	KICK OFF CONFERENCE	\$765.00
2	ATTEND MONTHLY PROGRESS REVIEW MEETINGS, WITH MINUTES	\$1,440.00
3	REVIEW BACKGROUND INFORMATION	\$7,530.00
4	SUBMIT THREE (3) COPIES OF THE THREE (3) SEPARATE DRAFT CERTIFICATION REPORTS	\$20,850.00
5	ATTEND SUBMITTAL REVIEW WITH CITY STAFF	\$1,140.00
6	ATTEND PUBLIC WORKS AND CITY COUNCIL MEETINGS	\$420.00
<b>TASK #1 TOTAL COST =</b>		<b>\$32,145.00</b>
<b>TASK 2 - ENGINEERING ANALYSIS</b>		
1	PERFORM ENGINEERING ANALYSIS	\$22,050.00
2	PERFORM SURVEY SERVICES	\$51,400.00
3	PERFORM GEOTECHNICAL SERVICES	\$27,955.16
4	ATTEND MONTHLY PROGRESS REVIEW MEETINGS, WITH MINUTES	\$3,780.00
5	SUBMIT THREE (3) COPIES OF THE THREE (3) SEPARATE ENGINEERING ANALYSIS REPORTS	\$21,300.00

**PROJECT:** LEVEE CERTIFICATION PROJECT  
**No.:** Project #DR09-1840 / CIP NO. 50756  
**BY:** Sperlich Consulting, Inc.  
**DATE:** November 8, 2010

LEVEE CERTIFICATION PROJECT, PROJECT NO. DR09-1840 / CIP NO. 50756

Number	LEVEE CERTIFICATION	Total Costs
6	ATTEND SUBMITTAL REVIEW WITH CITY STAFF	\$1,680.00
7	ATTEND PUBLIC WORKS AND CITY COUNCIL MEETINGS	\$420.00
<b>TASK #2 TOTAL COST =</b>		\$128,585.16
<b>TASK 3 - FINAL CERTIFICATION SERVICES</b>		
1	ATTEND MONTHLY PROGRESS REVIEW MEETINGS, WITH MINUTES	\$3,150.00
2	ADDRESS CITY COMMENTS FROM PRIOR REVIEWS	\$33,550.00
3	PROVIDE THREE (3) COPIES OF THE THREE (3) SEPARATE FINAL CERTIFICATION REPORTS	\$3,950.00
4	ADDRESS 100% STAFF COMMENTS	\$11,450.00
5	DELIVER COMPLETE REPORTS ENGINEERING ANALYSIS AND DRAWINGS	\$1,080.00
6	INCLUDE CERTIFICATION STATEMENT	\$105.00
<b>TASK #3 TOTAL COST =</b>		\$53,285.00

MAXIMUM FEE FOR LEVEE CERTIFICATION PROJECT , PROJECT NO. DR09-1840/CIP NO. 50756 = \$214,015.16



## EXHIBIT "C"

- C.1 Effective Labor Rates (Sperlich Consulting, Inc.)
- C.2 Cost Proposal (American Engineering Testing)

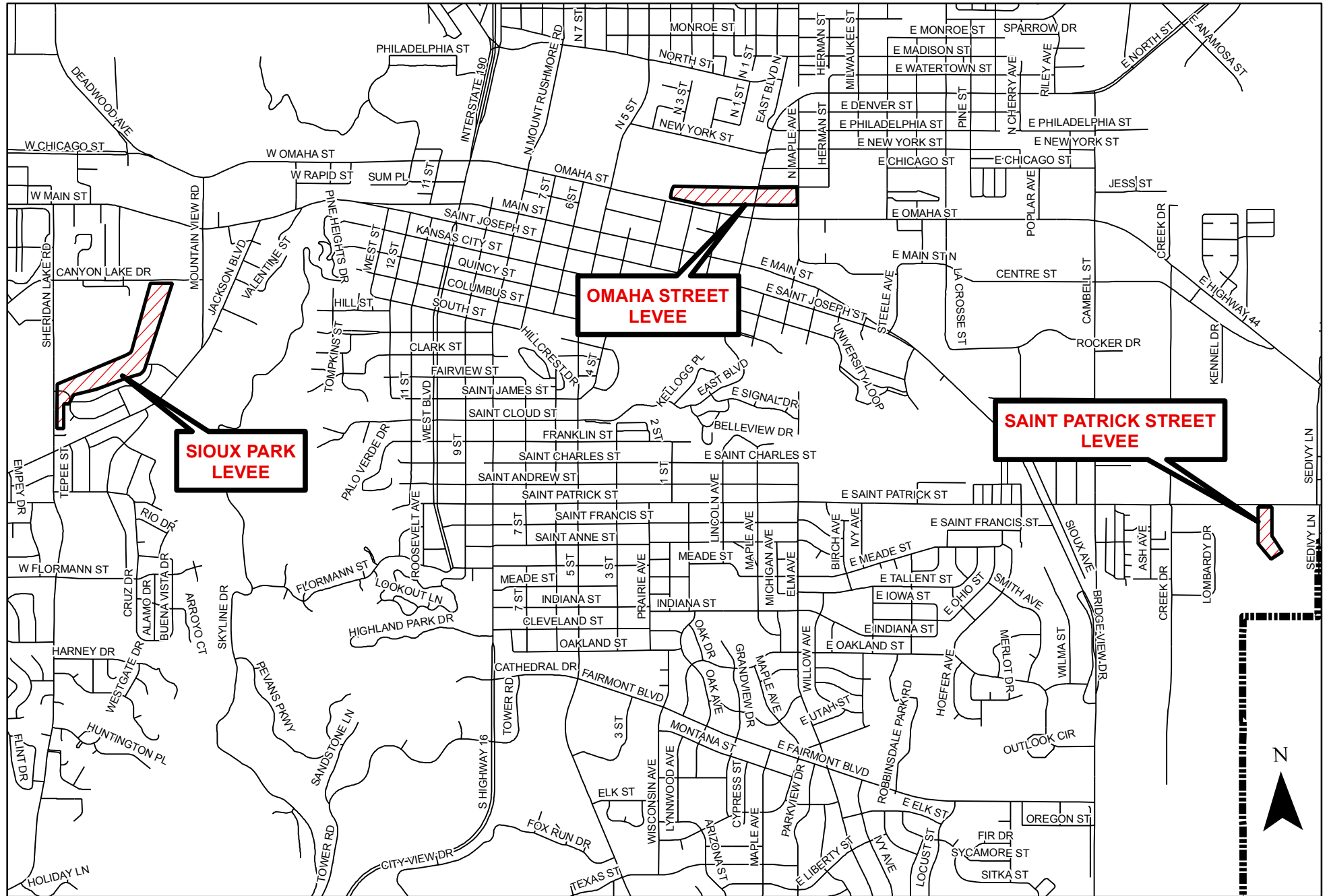


**EXHIBIT "C"**  
**EFFECTIVE LABOR RATES**

**SPERLICH CONSULTING, INC.**  
**HOURLY RATES AND REIMBURSABLE COSTS**  
**2010**

Principal – Project Manager	\$ 105.00/hr.
Principal Design Engineer	\$ 105.00/hr.
Design Engineer	\$ 85.00/hr.
Registered Land Surveyor	\$ 100.00/hr.
Survey Crew – 2 Man	\$ 95.00/hr.
Survey Crew – 3 Man	\$ 135.00/hr.
Engineer's On - Site Representative	\$ 500.00/day
Engineer's On - Site Rep. (Dual Project)	\$ 550.00/day
Design Tech I	\$ 65.00/hr.
Design Tech II	\$ 55.00/hr.
Clerical	\$ 45.00/hr.
Mileage	\$ 0.55/mi.
Blue line copies	\$ 0.40/s.f.
Mylar Copy-15x26	\$ 5.00/each
Photo copies	\$ 0.50/ea.
Authorized commercial travel	1.1 x cost
Other Reimbursable Expenses	1.1 x cost

# EXHIBIT A



**LEVEE CERTIFICATION**  
**PROJECT NO. DR09-1840      CIP NO. 50756**