

February 19, 2014

Mr. Levi Jensen
City of Gillette, Engineering
201 E 5th Street
Gillette, WY 82717

Project: Maple Avenue

Re: MAPLE AVENUE CULVERT REPLACEMENT SCOPE OF WORK AND FEES

Dear Mr. Jensen:

HDR Engineering, Inc. is please to present the following short form agreement to perform engineering design services for the evaluation replacement of the existing culverts under Maple Avenue and Emerson Avenue in the 4J Subdivision area of North Donkey Creek.

The detailed scope of work is attached to the short form agreement as Exhibit A and describes the tasks involved in this project. Our basic approach is to perform one geotechnical boring each on Maple and Emerson Avenues, complete a preliminary design for the replacement of existing structures, and prepare and Engineer's opinion of probable construction costs. This information will be provided to the City for evaluation and consideration. The City will then make the decision to replace one or both structures, and HDR will finalize the design, prepare bid documents, and assist the City with the bidding process.

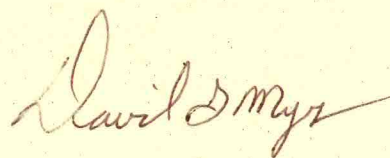
Since it is unknown at this time whether the final construction package will consist of replacing one or both structures, we have not included construction management services in this scope of work. We would prefer to negotiate those services following the bidding process.

If you have any questions or wish to discuss this proposal, please don't hesitate to call.

Sincerely,
HDR Engineering, Inc.



Owen Lindblom, P.E.
Project Manager



David Myers, P.E.
Wyoming Managing Principal

Cc:
File

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

THIS AGREEMENT is made as of this _____ day of March, 2014, between The CITY of GILLETTE, WYOMING (“OWNER”) a municipality, and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with a local office at 601 Metz Drive, PO Box 457, Gillette, Wyoming 82717, for services in connection with the project known as Maple Avenue Culvert Replacement (“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 for Professional Services,” 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 diem.

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:

Per Diem shall mean an hourly rate equal to labor classification rates as listed on the attached rate schedule, to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expense. The rate schedule is attached hereto as Exhibit C.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. 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 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.

SECTION VI. SPECIAL PROVISIONS

There are no special provisions.

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

City of Gillette

“OWNER”

BY: John Opseth

NAME: _____

TITLE: Mayor

Date Signed: _____

Attest:

ADDRESS: 201 E. 5th Street
P.O. Box 3003
Gillette, WY 82717

HDR ENGINEERING, INC.

“ENGINEER”

BY: 

NAME: David G. Myers

TITLE: Authorized Representative

ADDRESS: 601 Metz Drive
P.O. Box 457
Gillette, WY 82717

EXHIBIT A

SCOPE OF SERVICES

Project Background

The City of Gillette desires to make drainage improvements on Maple Avenue over North Donkey Creek by replacing two existing culverts with one larger box culvert. The City of Gillette Stormwater Master Plan, October 2011 (SMP) evaluated two flow alternatives – a “Detention Alternative” in which regional detention ponds are located and sized to address existing and future conditions flooding potential, and a “Conveyance Alternative” that consists of releasing all developed flows without any new detention. The SMP recommends the “Detention Alternative” be implemented for Basin 8, the drainage basin where the project is located. Further, the SMP recommends that the culverts under Maple Avenue be replaced with a 15’ X 3’ X 60’ concrete box culvert (CBC) for the Detention Alternative.

Emerson Avenue, located one block downstream from Maple Avenue, currently has a 14’ X 3’ X 55’ box culvert crossing on North Donkey Creek. The SMP recommends the box culvert under Emerson Avenue be replaced with a 20’ X 3’ X 60’ box culvert.

Scope of Work

Per our discussions with City staff on this project, HDR proposes the following scope of work and cost to design the drainage improvements recommended in the Detention Alternative of the SMP:

Task 1 – Preliminary Design

Work under this task will include sufficient design for the box culverts under Maple Avenue and Emerson Avenue to arrive at an estimated cost to upgrade each crossing as recommended in the SMP. This evaluation will include one geotechnical boring at each location characterizing the foundation conditions, recommending any necessary subgrade preparation, and recommending a pavement section. Following that work, conceptual designs will be prepared with estimated quantities. A budget-level Engineer’s estimate of probable construction costs will then be generated for each street crossing and that information will be furnished to the City for review.

Also included in this task is sufficient surveying to accurately design either or both options. While HDR has much of the required survey information in our files from the Sunflower Park Drainage Improvements Project, additional survey information will be required to establish the profiles of Maple and Emerson Avenues and to collect some additional data downstream of Emerson Avenue.

Task 2 – Final Design

Following review of the conceptual design and estimate of probable construction cost for each option, the City will decide whether to replace one or both culverts. Work under this task shall include final design of the selected alternative, preparation of a floodway construction permit, preparation of plans and specifications, and preparation of the project manual and bid documents for the replacement option chosen by the City. A final Engineering Cost Estimate will be

produced and submitted to the City. The design of the box culvert(s) will be completed by the supplier and will be based on H-20 loading.

Task 3 – Bidding

Work under this task will include preparing for and attending a pre-bid conference, answering contractor questions, preparing any necessary addenda, attending the bid opening, tabulating the bids, and making a recommendation for award of the construction contract.

Task 4 – Construction Management

Since it is unknown at this time which option will be chosen for construction, HDR proposes to negotiate a construction administration fee following the bid award.

If you have any questions or concerns regarding this proposal please feel free to contact me.

Cost and Schedule

The estimated cost breakdown by task is:

Task 1 Preliminary Design:	\$ 12,755
Task 2 Final Design:	\$ 11,615
Task 3 Bidding :	\$ 2,769
Direct Expenses:	\$ 1,871
Geotechnical Investigation (Subconsultant):	<u>\$ 7,600</u>
Total:	\$ 36,610

The not-to-exceed cost to complete the work as defined above is \$36,610. Work will be on a time and materials basis at our 2014 standard billing rates (rate sheet attached) up to the maximum.

Work on this project will begin upon receipt of notice to proceed. The project will be ready to bid within 5 weeks of notice to proceed, and construction timing will be coordinated with the City, but is anticipated to begin in April or May of 2014.

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for 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 arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any

OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

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.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

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 of the 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 GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. 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

Exhibit B

caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

EXHIBIT C

HDR ENGINEERING RATE SCHEDULE

HDR Engineering 2014 Hourly Billing Rates

Enclosed are the 2014 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	\$205
Senior Project Manager	\$195
Project Manager	\$165
ASME Disciplines	\$170
Engineer V	\$160
Engineer IV	\$145
Engineer III	\$125
Engineer II	\$105
Engineer I	\$90
Engineering Technician III	\$109
Engineering Technician II	\$87
Engineering Technician I	\$80
Cadd Technician IV	\$126
Cadd Technician III	\$97
Cadd Technician II	\$87
Cadd Technician I	\$78
Right of Way III	\$180
Right of Way II	\$150
Right of Way I	\$125
GIS Technician II	\$87
GIS Technician I	\$65
Environmental Scientist V	\$160
Environmental Scientist IV	\$145
Environmental Scientist III	\$125
Environmental Scientist II	\$95
Environmental Scientist I	\$75
Senior Land Surveyor	\$125
Land Surveyor	\$105
Survey Technician III	\$97
Survey Technician II	\$87
Survey Technician I	\$77
Senior Construction Manager	\$160
Construction Manager	\$125
Construction Engineer	\$105
Construction Field Rep	\$85
Public Involvement III	\$135
Public Involvement II	\$105
Public Involvement I	\$85
Accountant	\$95
Admin Assistant	\$65

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

Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Ranger	\$20.00 per hour
Mileage	\$0.75 per mile
Technology Charge	\$3.70 per hour
Copies:	
24" x 36" Mylar	\$15.00 each
Plots Bond	\$8.00 each
Plain Paper Copies	\$0.15 each
Plain Paper Copies 11" x 17"	\$0.25 each
Color 11" x 17" Copies	\$1.25 each

OTHER REIMBURSABLE EXPENSES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add the percentage indicated in the contract agreement to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project. Technology Charges apply to each hour an employee works on the project.