AGREEMENT made ____________________________, 20____, between the City of Rapid City, SD (City) and Ferber Engineering Company, Inc. (Engineer), located at 3700 Sturgis Road, Rapid City, SD  57702. City intends to obtain professional engineering services for Maple Avenue and Nebraska Street Sanitary Sewer Project No. 16-2337.1, CIP No. 50975.1. The scope of services is as described within this document and as further described in Exhibits A, B and C (attached).

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City as further defined in Exhibits A, B and C (attached), 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.
1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.

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 Exhibit A.)

1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide services.

1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

**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. For purposes of this agreement October 19, 2018 shall be established as the date the Consultant was notified to proceed with the work. The contract shall be considered effective as of this date.

**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 Engineer’s 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. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer’s action.

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. All examinations will be performed at reasonable times, with proper notice. Engineer’s documentation will be in a format consistent with general accounting procedures.

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 other parties, excluding subcontractors and sub-consultants, 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 or any other conditions or circumstances beyond the control of the City or Engineer. 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 and reimbursable rate schedule described in Exhibit C.

5.2 **Fee**

Engineer shall bill for services per the Billing Rates in Exhibit C with a maximum amount for services as detailed in Section 1.2 not to exceed $52,460.00 unless the scope of the project is changed as outlined in Section 4. Prime consultant may not mark up sub-consultant or sub-contractor services.

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 per the hourly rates and allowable reimbursable as 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 December 30, 2019.

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 Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor’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, of not less than $1,000,000 each occurrence and not less than $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, 7th 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:  

Steve Allender, MAYOR  

DATE:  

ATTEST:  

Pauline Sumption, FINANCE OFFICER  

Reviewed By:  

Nicole Lecy, PROJECT MANAGER  

DATE: 10/12/18  

CITY'S DESIGNATED PROJECT REPRESENTATIVE  

NAME: Nicole Lecy, PE  
PHONE: 605-394-4154  
EMAIL: Nicole.lecy@rcgov.org  

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE  

NAME: Dave Muck, PE  
PHONE: 605-3424105  
davemuck@ferberengineering.com
EXHIBIT A

The City has determined the need to procure professional services from Ferber Engineering Company, Inc. (FEC). The services, in general, include an inflow and infiltration study, technical analysis assistance, data gathering assistance and conceptual sanitary sewer improvements development to resolve sanitary sewer issues generally located in the area contributing above the intersection of Maple Avenue and Centennial Street. Data gathering, analysis and concept development will be completed under 18-2337.1 / CIP 50975.1. A summary of the sanitary sewer issues experienced in the areas has been included below as excerpted from an internal City memorandum dated July 2, 2018. FEC has developed a scope of work for this project that is outlined below. Figure 1 has been attached to show the general project area.

FROM July 2, 2018 Memorandum:

“Since 2011, there have been reports of sanitary sewer overflows (SSO’s) in the area around Maple Ave from Winslow Street to Centennial. There have been a dozen backup claims filed in that time frame with additional properties reporting backups without filing a claim with the City. These backups have all been attributed to heavy rainfall events with significant inflow into the system.

The Water Reclamation Division has responded to these events by cleaning the sanitary sewer system in the affected areas to remove any potential blockages. Sewer televising was also conducted in the local areas where the sanitary sewer is crossed by stormwater drainages. No blockages or significant defects have been observed as a result of these operations. This leads the operations group to believe that the SSO events were probably related to surface inflow into manholes. However, infiltration from ground water and sump pump discharges have not been ruled out.

Following a significant sanitary sewer overflow event in 2015, where multiple homes were backed up, the Water Reclamation Division sealed a number of manhole covers by plugging pick holes. Additionally two manholes located on the Nebraska Street drainage had sealed and bolted manhole covers installed to prevent the lids from being washed out by stormwater flowing down the adjacent drainage. (It is believed that heavy flow coming down the Nebraska Street sewer may be backing sewage up into the Maple Avenue sewer resulting in the basement backups.)”

Two small improvement projects were begun by the City in 2017-2018. One was the diversion of flow from Fifth Street to Texas Street instead of allowing flow down to Nebraska Street. This project was completed. A second project was initiated near Maple Avenue and Nebraska Street to again divert some sewage flow to a different main in an attempt to alleviate some of the issues. However, due to unforeseen underground stability issues, the project was terminated due to cost of anticipated foundation stabilization.

This Study is intended to provide solutions to the potentially multiple issues contributing to the sanitary sewer backups and overflows. The Primary Study Area contains approximately 110 sanitary sewer manholes, one sewer force main with central neighborhood lift station and approximately 27,000 lf of 8-inch diameter sanitary sewer main. The Optional Areas contain an additional 40 manholes and 8,000 lf of 8-inch sanitary sewer main that may be investigated if sewer defects are not found in the Primary Study Area. The Study is the first part of the overall project, which will be followed by Preliminary Design, Final Design and Construction Related Services for project(s) as deemed necessary by the City. Once the Study is complete, the limits of the various design phases and construction related services will be negotiated between the City and FEC.
INFLOW AND INFILTRATION STUDY SCOPE OF WORK:

1) DATA GATHERING:
   a) FEC will obtain sanitary sewer service cards, scan and develop a sanitary sewer service feature class in GIS.
      i) The feature class will contain at a minimum the recorded location of the sanitary sewer service, the material type and diameter of the sewer service and the original date of installation.
      ii) The sanitary sewer service information will be used to develop the type and extent of field work to be completed within subareas of the project.
   b) FEC will obtain from the City the most recent City parcels, streets, sanitary sewer, storm sewer and water feature classes.
   c) FEC will obtain from City Utility Maintenance maintenance and service call records for properties within the sanitary sewer service area.
   d) FEC will develop and distribute a City utility questionnaire for the 370-plus properties within the study area.
      i) FEC will analyze responses and develop figures to demonstrate the responses and any issues provided by the property owners.
      ii) The questionnaire results will be used to develop the type and extent of field work to be completed within subareas of the project.

2) SANITARY SEWER FLOW MONITORING:
   a) City will provide flow meters and labor for installing, maintaining and removing flow meters at six (6) manhole locations.
      i) Flow monitoring will occur twice: once during dry conditions for 30 days during the winter months; and, once during wet conditions for 30 days during the spring/early summer. Timing of flow monitoring will be determined by the City and FEC.
   b) FEC will assist City in coordinating which manholes will be monitored.
   c) FEC will monitor rainfall events using a tipping-bucket rainfall gage temporarily set within the contributing basin.
   d) FEC will calculate expected sanitary sewer flows using parcels, existing use, population/property estimates, etc. for use in evaluating monitored flows.
   e) FEC will review and analyze flow meter data, rain gauge date and other information to determine average and peak sewage flows during both wet and dry weather. FEC will calculate stormwater inflow and infiltration using the collected data. If necessary, FEC will interpolate/extrapolate data to determine additional I/I rates if an appropriate rainfall event is not collected.

3) MANHOLE ASSESSMENTS:
   a) FEC together with the City will develop a manhole assessment will assess the in-place quality of approximately 110 manholes to determine if the manholes and their associated frames and grates are contributing to the inflow and infiltration problems.
   b) The City will complete an enhanced NASSCO Level 1 assessment of each manhole including collection of manhole invert depths, attribution of defects sufficient to allow adequate development of repair scenarios and will collect photography/videography to
document each manhole and five (5) to ten (10) feet upstream and downstream incoming sanitary sewer mains.

c) FEC will assist the City with field assessments; surface photographs and general area notes will be collected to assist in preparing conceptual engineer’s opinions of probable construction costs.

d) FEC will review assessments, tabulate defects and develop repair scenarios and estimates of probable construction cost(s).

4) **SMOKE TESTING:**

a) FEC will assist City in developing a smoke testing plan that targets the area(s) that most likely have significant sewer main/sewer service defects.

b) City will provide smoke testing equipment and labor to evaluate a portion of the Study Area sanitary sewer main.

c) FEC will provide labor and survey equipment to record defect locations, photographs and attribute information, as necessary.

d) FEC will prepare Standard Operating Procedure for notification of general public and EMS and Rapid City Police Department.

e) FEC will prepare door hangers to be placed the day before testing in a particular area and supply labor to place the door hangers.

f) FEC will prepare a postcard mailing for the specific area(s) to be smoke tested plus a buffer area adjacent to the Project to be sent out two weeks in advance of smoke testing.

g) FEC will review the smoke testing results, tabulate defects, develop repair scenarios and estimates of probable construction cost(s).

5) **CCTV SANITARY SEWER MAINS:**

a) FEC together with the City will determine which sections of sanitary sewer main will be videoed.

b) City will provide CCTV equipment and labor to video a portion of the Study Area sanitary sewer main.

c) City will complete NASSCO-compliant CCTV and supply to FEC for review and analysis.

d) FEC will assist with field work cataloging surface conditions with photographs and notes.

e) FEC will review video, tabulate defects and prioritize defect repair and prepare estimates of probable construction cost(s).

6) **REPORTING:**

a) FEC will collate data from the various testing and investigations outlined above and create a prioritization table for each defect found by applying an agreed upon scale.

b) FEC will develop a report outlining each field study and associated analysis, conceptual sanitary sewer and/or service repair, conceptual engineer’s opinion(s) of construction cost for each conceptual repair and recommendations regarding repair priority.

c) FEC will deliver two (2) bound reports and one (1) electronic copy to the City for review.

d) FEC will deliver two (2) FINAL bound reports and one FINAL (1) electronic copy to the City.
PROJECT TEAM, MEETINGS, AND SUBMITTALS

Project team members will include:

- Ferber Engineering Company, Inc.
- City Engineering Services staff
  - Utility Maintenance Division
  - Water Reclamation Division

Engineer will attend the following meetings:

- Kick-off meeting
- Study Report Review meeting
- City Utility Maintenance and Engineering Services meetings – six meetings

Engineer will make the following submittals:

- Kick-off meeting, Task 1 meeting minutes
- Preliminary Study Report
- Study Report Review minutes
- City Utility Maintenance and Engineering Services meeting minutes
- Final Study Report
## EXHIBIT B

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**SEWER INVESTIGATION AND REPORT DEVELOPMENT** $52,460.00

Although dollar values have been provided for each task, FEC shall retain the right to reallocate monies to other tasks, subject to the maximum limiting fee shown above.

Exhibit B  
10/9/2018  
Page 1
# EXHIBIT C

## 2018 SCHEDULE OF CHARGES

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