

PRICE PROPOSAL

BASE PERIOD				
CLIN	Item Description	Unit Price/Hour	Estimated Number of Hours	% of Total Number of Hours
0001	Labor Category 1: Sr. Consultant/Analyst II	\$ 246.29	193	17.20%
0002	Labor Category 2: Sr. Consultant/Analyst I	\$ 215.39	270	24.06%
0003	Labor Category 3: Consultant/Analyst	\$ 153.59	272	24.24%
0004	Labor Category 4: Junior Consultant/Analyst	\$ 122.69	387	34.39%
Total Not to Exceed Amount			1,122	

OPTION YEAR 1				
CLIN	Item Description	Unit Price/Hour	Estimated Number of Hours	% of Total Number of Hours
0001	Labor Category 1: Sr. Consultant/Analyst II	\$ 253.69	35	13.46%
0002	Labor Category 2: Sr. Consultant/Analyst I	\$ 221.86	55	21.15%
0003	Labor Category 3: Consultant/Analyst	\$ 158.21	75	28.85%
0004	Labor Category 4: Junior Consultant/Analyst	\$ 126.38	95	36.54%
Total Not to Exceed Amount			260	

Proposed Contract Modifications

HDR is pleased to submit our proposal on this exciting solid waste alternatives evaluation project for the Government of the District of Columbia. HDR's extensive background in assisting other major cities in the development and implementation of their solid waste plans will benefit the District of Columbia by providing an understanding of what constitutes a successful and community accepted plan.

As part of our overall effort to provide a complete response to Solicitation Doc97300, HDR has reviewed the proposed contract and upon selection would graciously request an opportunity to discuss a few points in the contract before final execution of the agreement between HDR and Government of the District of Columbia. The key highlights of those discussion points are annotated below.



- The “4. Quality” article does not match the types of services (consulting) that we would be providing. We would request this clause be edited to a “Standard of Care” clause that is typical for engineering and consulting services. This will then allow our insurance to be applicable for this project and thus provide the District of Columbia with this benefit.
- The “5. Inspection of Supplies” article is more applicable to a vendor and thus we would request it’s deletion from this contract.
- We would request the “9. Indemnification” article be amended to specifically call out “Indemnification to the extent caused by HDR’s negligent acts, errors and omissions”. The current proposed language would void our E&O insurance, which would not be desirable for either party to the contract.
- We would request the “Work product” component of “Article 42. Rights of Data”, be edited to state that “Upon payment of all amounts owed to HDR the data would then be the sole property of the District of Columbia.”

We hope these proposed contractual edits are acceptable to the District and that the reasoning is understandable. We feel these edits will in the end provide the appropriate protection and benefits (access to HDR’s insurance for example) to the District of Columbia. If the District of Columbia has any questions or concerns over the proposed edits to the contract, we would graciously request an opportunity to sit down and talk through them at your convenience. Please contact Kevin De Lange, Senior Vice President at (845) 735-8300 to set up this discussion.