

**PROFESSIONAL SERVICES AGREEMENT
for ENGINEERING SERVICES**

This AGREEMENT is made this ____ day of _____, 2005 by and between **the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701**, hereinafter called the Client, and **FMG, Inc., 3700 Sturgis Road, Rapid City, SD 57702**, hereinafter called the Consultant.

The Client agrees to employ the Consultant to render Engineering services in connection with the Client's project described as:

**ANAMOSA STREET RECONSTRUCTION (HAINES TO LACROSSE)
WATER AND SANITARY SEWER RECONSTRUCTION**

**Companion Project to
Grading, Surfacing, Curb and Gutter, Drainage
Lighting, Signals and Traffic study**

**PROJECT Nos. P1648(00), PCN H020, H021 & 005V
Utility Nos. SSW05-1471, 1472 & 1473
CIP Nos. 50518, 50519 & 50559
Rapid City, SD**

It is agreed that the Consultant shall perform the services and the Client shall make payment for same in accordance with the terms and conditions set forth in the attached Articles and Exhibits which are herewith made a part of this Agreement. The Agreement between the parties consists of these terms, Exhibits, attached proposals, and other attachments noted. Together, these elements constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this Agreement must be mutually agreed to in writing.

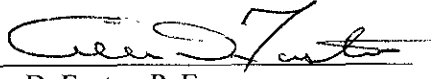
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement (in duplicate) on the day and year first mentioned above.

**CLIENT:
CITY OF RAPID CITY**

By: _____
Title: _____
Date: _____

ATTEST:
By: _____
Title: _____
Date: _____

**CONSULTANT:
FMG, INC.**

By: 
Allen D. Foster, P. E.
Title: President
Date: 9/9/05

ARTICLE I - PROJECT PROVISIONS

A. PROJECT DESCRIPTION

The project is for preliminary engineering design of the reconstruction of water mains and appurtenances and sanitary sewer mains and appurtenances along Anamosa Street from Haines Avenue to Lacrosse Street and for final design (100% Plans) for the Phase 1 construction project anticipated to be from Milwaukee Street to Lacrosse Street.

This project is a companion project to the Grading, Surfacing, Curb and Gutter, Drainage, Lighting, Signals and Traffic study project.

B. SCOPE OF SERVICES

The anticipated services is set forth in the "Request for Proposal" dated June 30, 2005 from the City of Rapid City except that the services included herein for the Construction Phase are limited to those identified in the Man-Hour Projections and Estimated Fees attached hereto as Attachment B and Attachment C. The "Request for Proposal" dated June 30, 2005 is attached hereto as Attachment A.

The tasks to complete the project requirements are established in the Man-Hour Projections and Estimated Fees attached hereto as Attachment B and Attachment C. A detailed description of each task is included with Attachments B and C.

The anticipated scope of services for corrosion protection related to the Anamosa Street water main reconstruction project is set forth in the proposal from HKM and Rustnot dated August 19, 2005 which is attached hereto as Attachment D.

The City shall furnish copies of existing reports, studies, and mapping appropriate for the study.

C. PAYMENTS OF THE CONSULTANT

For the engineering services performed by the Consultant under this Agreement, and as full compensation therefor, and for all expenditures made and all expenses incurred by the Consultant in connection with the Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of the Agreement, Client will pay consultant as follows:

1.1 For the Engineering Services described in Section B, Client will pay Consultant in accordance with the provisions of Article II. Total compensation, as outlined in the Estimated Man-Hours and Fees attached hereto as Attachment B and Attachment C, will not exceed \$56,927.37 without prior written approval of Client. The services will be billed on a unit-cost basis. The unit costs are considered fixed; however, the total will vary depending on the actual project work requirements and conditions.

Summary

Preliminary Plans -- Anamosa Street, Haines Ave. to Lacrosse St. (Attachment B)	\$28,040.76
100% Plans & Limited Construction Period Services, Phase 1 - (Attachment C)	<u>\$28,886.61</u>
Total Fees	<u>\$56,927.37</u>

1.2 For additional services rendered pursuant to Article II, Section 7.0, Client will pay Consultant on the basis hourly rates set forth in the Estimated Man-Hours and Estimated Fees attached hereto as Attachments B, C, and D.

D. BILLING RATES

See Attachments B, C, and D.

E. SCHEDULE

1.1 The provisions of this section have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of construction. Consultant's obligation to render services hereunder will extend for a period which may reasonably be required for completion of the project including extra work and extensions thereto.

1.2 Consultant's services shall be in accordance with the schedule set forth in the "Request for Proposal" dated June 30, 2005 from the City of Rapid City.

ARTICLE II - GENERAL CONDITIONS

SECTION 1.0 - STANDARD OF CARE

- 1.1 Consultant agrees to perform the services set forth in this Agreement in accordance with generally accepted professional practices, in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed. Consultant's services shall not be subject to any other express or implied warranties whatsoever.
- 1.2 Client recognizes that site characteristics and subsurface conditions may vary from those observed at locations where observations, borings, surveys, or explorations are made, and that site conditions may change with time. Client further recognizes that even with a comprehensive sampling and testing program, implemented with experienced personnel who function in accordance with a professional standard of care, there may be failure to detect certain conditions. Client will furnish to Consultant all reports, data, studies, plans, specifications, documents and other information deemed necessary by Consultant for performance of the services. Consultant may rely upon Client provided documents in performing the services but Consultant assumes no responsibility or liability for the accuracy of such documents. Data, interpretations, and recommendations by Consultant will be based solely on information available to Consultant, and Consultant will not be responsible for hidden conditions or other parties' interpretations or use of the information developed.

SECTION 2.0 SITE ACCESS AND RIGHT OF ENTRY

- 2.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for Consultant to perform the work set forth in this Agreement. Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur but in the absence of any written damage agreement, Consultant shall not be liable or responsible for such damage. Any additional costs to facilitate site access will be charged to the Client at cost.

SECTION 3.0 TIME

- 3.1 The Consultant will perform the professional services in a timely manner consistent with sound engineering practices.

SECTION 4.0 DELAYS

- 4.1 It is recognized that unforeseen events or circumstances may arise causing delays beyond the control of either the Client or the Consultant. Whenever such delays occur or are about to occur, the Consultant shall immediately notify the Client. If such delays are not the fault of the Consultant and will increase his cost of performing the services required under this Agreement, the parties hereto shall enter into a written agreement describing the additional cost and the compensation therefor.

SECTION 5.0 OWNERSHIP OF DOCUMENTS

- 5.1 Reports, drawings, specifications, field data, laboratory test data, calculations, estimates, and other materials resulting from Consultant's efforts are intended solely for purposes of this Agreement; any reuse by Client or others for purposes outside of this Agreement or any failure to follow Consultant's recommendations, without Consultant's written permission, shall be at the user's sole risk. Client will furnish such reports, data, studies, plans, specifications, documents, and other information deemed necessary by Consultant for proper performance of its services. Consultant may rely upon Client-provided documents in performing the services required under this Agreement; however, Consultant assumes no responsibility or liability for their accuracy. Client-provided documents which are prepared, as instruments of service, shall remain

Consultant's property and consultant shall retain copyrights to these materials. Consultant will retain all pertinent records relating to services performed for a period of six years following submission of a report during which period the records will be made available to Client at all reasonable times.

SECTION 6.0 SAFETY AND WORK PROGRESS

- 6.1 The Consultant will perform professional services in accordance with custom and practice within the locality and in no instance is to be responsible for methods of performance of the work, superintendance, sequencing of construction, or safety in or about the jobsite.

SECTION 7.0 CHANGE IN SCOPE

- 7.1 It is recognized by the parties of this Agreement that unforeseen circumstances may arise during the development and completion of the project which will dictate changes in the scope of work, the procedures, and the Consultant's fees.
- 7.2 Consultant shall identify the changed conditions which in Consultant's judgment make such modification necessary, and Consultant and Client shall promptly and in good faith enter into modification of the work scope and fees of this agreement to help permit Consultant to continue to meet Client's needs. If mutually agreed in writing by the Client and the Consultant, the Consultant shall perform or obtain the services of others to perform any additional activities deemed necessary for completion of the project. Additional Services are not included as part of the original proposal and will be paid by the Client as provided in writing through subsequent work proposals, at the established rates and fees.

SECTION 8.0 CHANGE ORDERS

- 8.1 Whenever there occurs any change(s) affecting the scope or nature of the work and the terms and requirements of this Agreement, the Consultant shall issue a written supplemental agreement to be agreed upon by both parties hereto and become a part of this Agreement. The Supplemental Agreement shall describe the nature of and the reasons for such change and any change in compensation to be paid the Consultant by the Client.

SECTION 9.0 INVOICES AND PAYMENT

- 9.1 The Consultant will submit invoices to the Client monthly and/or a final bill upon completion of services. The invoices will be prepared in accordance with the applicable cost items indicated in Article I proposal(s), related attachments, and for any Additional Services provided.
- 9.2 If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.
- 9.3 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Consultant per Consultant's current fee schedules. Client's failure to pay Consultant within sixty (60) days may constitute a breach of this Agreement.

- 9.4 Payment to Consultant by Client is in no instance contingent upon Client's receipt of payment from any additional party including, but not limited to, insurance companies or governmental compensation funds.

SECTION 10.0 DISPUTES

- 10.1 DELETED

SECTION 11.0 RISK ALLOCATION

- 11.1 DELETED

- 11.2 DELETED

- 11.3 The Owner and Client acknowledges that the Consultant is a corporation and agrees that any claim made by the Owner or Client arising out of any act or omission of any director, officer or employee of the Consultant in the execution or performance of this agreement, shall be made against the Consultant and not against such director, officer or employee.

- 11.4 DELETED

SECTION 12.0 INSURANCE

- 12.1 The Consultant represents and warrants that it and its agents, staff, and subconsultants employed by it is and are protected by worker's compensation insurance and that the Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to the Client upon request in writing.

SECTION 13.0 ASSIGNS

- 13.1 Neither the Client nor the Consultant shall delegate, assign, sublet, or transfer his duties or interest in this Agreement without the written consent of the other party.

SECTION 14.0 TERMINATION

- 14.1 This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, the Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

- 14.2 In the event of termination, or suspension for more than three (3) months prior to completion of all drawings, specification, reports and other instruments contemplated by this Agreement, the Consultant may complete such analyses and records as are necessary to complete his files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of the Consultant in completing such analyses, records and reports.

SECTION 15.0 FORCE MAJEURE

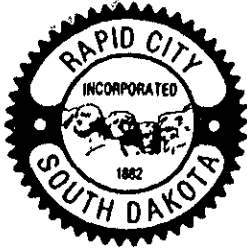
- 15.1 Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

SECTION 16.0 SEVERABILITY AND SURVIVAL

- 16.1 Any element of this Agreement later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and Consultant will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Agreement allocating liability and defining indemnities between Client and Consultant shall survive the completion of the services hereunder and the termination of this Agreement for any cause.

SECTION 17.0 GOVERNING LAW

- 17.1 The law of the State of South Dakota will govern the validity of the Agreement terms, their interpretation and performance.
- 17.2 This Agreement is binding upon the parties, their heirs, successors and assigns.
- 17.3 The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Agreement.



CITY OF RAPID CITY

Engineering Services

300 Sixth Street

Rapid City, SD 57701-2724

Telephone: (605) 394-4154 FAX: (605) 394-6636

June 30, 2005

FMG, Inc.
3700 Sturgis Road
Rapid City, SD 57702

RECEIVED

JUN 05 2005

FMG, INC.


Ref: Request for Proposals
Anamosa Street Reconstruction (Haines to LaCrosse)
Project Nos. P1648(00) PCN H020, H021, & 005V
Utility Nos. SSW05-1471, 1472, & 1473
CIP Nos. 50518, 50519, & 50559

The City of Rapid City is requesting proposals for consultant services for the above referenced project. Attached please find a synopsis of the project scope. A copy of the complete project Request for Proposals (RFP) may be obtained from the undersigned or from the Engineering Services website at:

www.rcgov.org/pubworks/engineering/engineering_homepage.htm

If your firm is interested in providing these services to the City of Rapid City please submit your proposal, as instructed in the RFP, no later than **July 15, 2005**.

Sincerely,
CITY of RAPID CITY



Klare Schroeder, P.E.
Project Manager



EQUAL HOUSING
OPPORTUNITY

EQUAL OPPORTUNITY EMPLOYER

REQUEST FOR PROPOSALS
For
ANAMOSA STREET GRADING & UTILITIES RECONSTRUCTION
(From Haines Avenue to LaCrosse Street)

PROJECT Nos. P1648 (00) PCN H020, H021, & 005V,
SSW05-1471, 1472, & 1473,
CIP Nos. 50518, 50519, & 50559

PROJECT DESCRIPTION

The City of Rapid City proposes to reconstruct the portion of Anamosa Street from Haines Avenue to LaCrosse Street. The project will involve grading and surfacing for a 5-lane roadway (which would include a center turn-lane). The project will involve reconstruction of high-pressure and low-pressure water main lines, sewer main lines, a drainage system (storm sewer and inlets), curb and gutter, concrete paving, roadway lighting, signalization, sidewalks and driveways, where necessary. The project will also involve right-of-way and/or easement acquisition. This proposed project is to be a preliminary design for the entire section. Then, the design plans are to be prepared for phased letting and construction in 2007, 2008 and 2009, as street transitions and funding permits.

Design criteria for this roadway and utilities infrastructure project shall include the City of Rapid City Standard Specifications (2004 Edition), City of Rapid City Drainage Criteria Manual, various other City of Rapid City design criteria manuals, the South Dakota Department of Transportation Standard Specifications for Roads and Bridges, the AASHTO Policy on the Geometric Design of Highways and Streets, the South Dakota Department of Environmental Resources Standards, the Ten States Standards, master plans and/or studies.

Additional background information includes the current Rapid City Area Long Range Transportation Plan (August, 2000), the Rapid City Major Street Plan (updated April 7, 2005), the North Rapid Neighborhood Future Land Use Plan (December, 1999), the Northeast Area Neighborhood Future Land Use Plan (September 5, 2000), the East Anamosa Street Extension Study (May 24, 2000), the Northeast Area Analysis (June 28, 2002), the Preliminary

Engineering Report for the Northeast Sanitary Sewer Interceptor (February, 1996), and the two SDDOT South Dakota Interstate Corridor Studies (Phase I, December, 2000 and Phase II, February, 2001). Also, background information includes the City of Rapid City GIS maps, City of Rapid City benchmark data, and City of Rapid City plans drawings guidelines.

The project currently has an estimated total budget of \$ 5,500,000 including design and construction with easements and right-of-way acquisition additional, if necessary. Funding for the project is from State/Federal-Aid Urban Systems STP Funds, the 833 Sewer Enterprise Fund and the 933 Water Enterprise Fund.

SCOPE OF SERVICES REQUESTED

1. PRELIMINARY DESIGN PHASE

- 1.1. Review information on pertinent data, reports, previous plans, studies, utility maps, etc. in addition to background information listed above.
- 1.2. Perform the following planning tasks:
 - Prepare preliminary design and construction schedules, sequencing each phase to complete all projects as funding allows.
 - Prepare a traffic analysis of the entire corridor and each project phase.
 - Determine the extent of each of the project limits.
 - Identify all public and private utility issues.
- 1.3. Make recommendations for limits, alignment, grade, materials, pavement design, etc.
- 1.4. Prepare preliminary opinion of probable construction costs for each phasing sequence.
- 1.5. Assist the City with property acquisition for the entire project; perform legal survey for property; and prepare plats and/or easement exhibits.
- 1.6. Provide scope of geotechnical investigations as may be necessary for final design, provide geotechnical engineering services, and coordinate with geotechnical engineer.
- 1.7. Prepare preliminary systems layouts with locations of all hydrants, mainline valves, new and existing water mains in and immediately adjacent to service area, etc..

- 1.8. Prepare Preliminary Design Report (including various infrastructure components required) with layout maps for future systems, make recommendations for review and comment by City staff, and conduct a review meeting with City staff.

2. FINAL DESIGN

- 2.1. Provide complete plans and specifications for a unit price construction contract for each of the phases of construction. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- 2.2. Provide route and topo survey, establish land ties and benchmarks, locate all property corners, and field locate all existing utilities. At least two control points at each end of each of the phased projects shall be tied vertically and horizontally to the existing City of Rapid City Area Monuments Control utilizing the state plane coordinate system. Topographic survey and design layout shall utilize a local datum tied to at least two of the Rapid City Area Monuments tied control points. Scale of construction plan & profile sheets, 1" = 20' Horizontal, 1" = 5' Vertical, unless otherwise approved. Construction staking information shall include either of the following formats:
- 2.2.1. On the Plans
- Station, offset and coordinates of all PC's, PI's, PT's, and any angle points
 - Curve data
 - Station, offset and coordinates for all items of work requiring field staking
 - Coordinates and description of inter-visible control points
- 2.2.2. In tabular format on a plan sheet
- Coordinates and description of inter-visible control points
 - Curve data
 - Coordinates of all items of work requiring field staking
- Benchmark information shall be provided on each sheet.
- 2.3. Provide project layout plan to include lot lines (front and side) and addresses of all properties adjacent to construction in service area.
- 2.4. Coordinate directly with utility companies' engineering divisions to ensure that all existing utilities are completely and accurately located in the field; that pertinent

information regarding depth, material, size, etc. are noted on the plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents.

- 2.5. Provide general sequence of construction requirements in order to complete the project (to maintain traffic, coordinate utilities reconstruction with the street reconstruction, to ensure no extended interruptions of service to sewer and/or water users, etc.).
- 2.6. Provide Detailed Specifications supplementing the current *City of Rapid City Standard Specifications, 2004 Edition*, and/or SDDOT Specifications, as necessary.
- 2.7. Provide Traffic Control Plans identifying detour routes and signage for various stages of construction.
- 2.8. Prepare opinion of probable construction cost for each of the project phases.
- 2.9. Prepare any permits required, e.g. drainage and/or utility permits with exhibits, etc.
- 2.10. Deliver the following:
 - Construction plans on 11"x17" paper for distribution during bidding processes.
 - Record plans (as-built drawings) on 22"x34" mylar for reproductions by the City.
 - Construction plans on CD in AutoCAD Release 14 format or newer.
 - All topographic, control, and design points in the .dwg file and in tabular format, both on disk and on a hard copy printout.
 - Complete supplemental detailed specifications on disk in Word 97 format for printing by the City.
 - Unit price cost estimates on disk in Excel 97 format.

3. BIDDING PHASE

Provide the following standard bidding phase services:

- Attend and coordinate the Pre-bid Conference
- Issue addenda to the bid documents if required
- Review prequalification submittals if required
- Attend Bid Opening and assist owner in evaluating bids

Bid tabs will be prepared by the City.

4. CONSTRUCTION PHASE

Provide construction management services as negotiated, which may include:

- Attending preconstruction conference and periodic progress meetings
- Review and take action on shop drawings, test results, and other submittals
- Provide construction observation - make periodic site visits at intervals appropriate to the various stages of construction
- Issue statement of substantial completion
- Prepare as-built revisions to the plans drawings and specifications

5. MEETINGS AND SUBMITTALS

5.1. Project team members will include:

5.1.1. The Consultant

5.1.2. City Engineering Division staff

- Project management
- Design
- Construction coordination

5.1.3. Operation Divisions staff

- Water Division (service area and O&M related issues)
- Planning Department (master planning, traffic planning)
- Fire Department (fire flows and hydrant locations)

5.2. Meetings requiring the Consultant's participation will include:

- Kick-off Meeting
- Preliminary Design Report Presentation and Discussion
- Utility companies coordination meetings
- 35% Plans and Specifications Review
- 95% Plans and Specifications Review
- Pre-bid Conference
- Preconstruction Conference
- Construction Progress Meetings

5.3. Submittals required during the design phase include:

- Preliminary Design Report
- 35% Plans and Specifications
- 95% Plans and Specifications
- 100% Plans and Specifications

PROJECT SCHEDULE

Contract Negotiations Complete	8/01/2005
Notice to Proceed with Design	8/16/2005
Preliminary Design Submittal	10/31/2005
[Other intermediate milestones]	As necessary
100% P&S Submittal	5/01/2006

PROPOSAL SUBMISSION

Please submit six (6) copies of your proposal no later than 7/15/2005.

FMG, INC.
ANAMOSA STREET WATER AND SEWER-PRELIMINARY DESIGN
ANAMOSA STREET - HAINES AVENUE TO LACROSSE STREET
 Project Nos. P1648(00), PCN H020, H021, & 005V
 Utility Nos. SSW05-1471, 1472 and 1473
ESTIMATED MAN-HOURS AND FEES
 September 7, 2005

	PR/PE	DE/PE	CADD/ET	RLS	SC
WATER AND SANITARY SEWER DESIGN AND PLAN PREPARATION					
Preliminary Design & Plan Preparation					
Data Collection & Review (Facilities, Reports, Mapping, Plans)	4	6			
Prepare Base Mapping, Ortho Photography and Contours		2	8		
Base Map Water System Layout	2		8		
Water Use Review & Projections	4	8			
Set Computer Model Pipes, Nodes and Tanks	2	20	6		
System Evaluation and Alternates, Meter Vault Relocation, New Booster	12	20			
Review City Sewer Videos	2	10			
Pressure Zone Evaluation	2	2			
Alternate Cost Estimates	2	12			
Sanitary Sewer Flow Measurements-Dry Weather & Spring	4	16	16		
Sanitary Sewer Evaluation/Alternates	4	12			
Meetings/Coordination/City Engineering & Maintenance Personnel	8	12			
Meetings/Coordination/Ellsworth Air Force Base Officials	8				
Prelim Water & Sewer Plan & Profile-Main Line (10 Sheets each)	4	24	32		
Prelim Water & Sewer Plan & Profile-Maple Ave (3 Sheets each)	2	8	8		
Preliminary Plan-Relocation of EAFB Meter Vault	8		4		
Private Utility Meeting and Coordination	4	4			
Plans Title Sheet			2		
Project Sequencing & Schedules	4		4		
Preliminary Design Report	20	8	8		
Coordination with Street Project	2	4	4		
Sub-Total Preliminary Plans	94	160	92	0	0

ESTIMATED ENGINEERING FEES

	HOURS	RATE	TOTAL
PR/PE - PRINCIPAL/PROFESSIONAL ENGINEER	94	\$83.32/HR	\$ 7,832.08
DE/PE DESIGN ENGINEER/PROFESSIONAL ENGINEER	160	\$74.04/HR	\$ 11,846.40
CADD/ET - COMPUTER OPERATOR/ENGINEERING TECHNICIAN	92	\$49.59/HR	\$ 4,562.28
RLS-REGISTERED LAND SURVEYOR	0	\$55.18/HR	\$ -
SC-2-MAN SURVEY CREW	0	\$87.31/HR	\$ -
Sub Consultant-Corrosion Protection			\$ 3,500.00
Printing, Supplies, Mileage, Miscellaneous			\$ 300.00
TOTAL ESTIMATED ENGINEERING FEES			\$ 28,040.76

Summary-Preliminary Design

Preliminary Street Design and Plans	\$24,540.76
Sub Consultant-Corrosion Protection	\$ 3,500.00
Total Fees	\$28,040.76

NOTE: A full Sanitary Sewer Infiltration/Inflow study is not included in this fee estimate.

FMG, INC.
ANAMOSA STREET WATER AND SEWER - FINAL DESIGN, PHASE 1
ANAMOSA STREET - MILWAUKEE STREET TO LACROSSE STREET
Project Nos. P1648(00), PCN H020
Utility Nos. SSW05-1471
ESTIMATED MAN-HOURS AND FEES
 September 7, 2005, Revised September 9, 2005

	PR/PE	DE/PE	CADD/ET	RLS	SC
DESIGN AND PLAN PREPARATION					
65% Design & Plan Preparation					
Plan & Profile -Main Line (3 Sheets each)	2	12	20		
Plan & Profile-Intersecting Streets (1 Sheet each)	2	4	6		
Private Utility Coordination	1	4			
Plans Title Sheet			2		
City Standard Detail Sheets		2	4		
Property Control Drawings		2	4		
Horizontal/Vertical Control/Alignment Data		2	2	2	
Construction Sequencing	2	8			
Temporary Traffic Control/Detours		2	4		
General Notes	4	6	4		
Estimate of Quantities		8	8		
Opinion of Probable Cost	2	6			
Meetings w/ Engineering, Utility Maintenance, Private Utilities	4	8			
Reviews Coordination	4	4			
Public Meetings	8	8			
Sub-Total 65% Design	29	76	54	2	0

95% Design & Plan Preparation

Plan & Profile -Main Line (3 Sheets each)	1	12	16		
Plan & Profile-Intersecting Streets (1 Sheet each)	1	2	6		
Private Utility Coordination	2	4			
Plans Title Sheet			1		
City Standard Detail Sheets		2	2		
Property Control Drawings		2	2		
Horizontal/Vertical Control/Alignment Data		2	2	2	
Construction Sequencing	2	4			
Temporary Traffic Control/Detours		2	4		
General Notes	2	6	4		
Tables Regarding Quantities		8	12		
Estimate of Quantities		4	4		
Public Meetings	8	8			
Reviews/Coordination	4	8			
Sub-Total - 95% Design	20	64	53	2	0

100% Design & Plan Preparation

Final Revisions and Plotting	4	16	20		
Sub-Total/100% Design	4	16	20	0	0

BIDDING PHASE

Prebid Meeting		4			
Plans & Specifications Interpretation	2	6			
Prepare & Issue Addenda	2	8			
Sub-Total/Bidding Phase	4	18	0	0	0

LIMITED CONSTRUCTION PHASE

Preconstruction Meeting	2	4			
Review shop drawings, Mix Designs & Materials	4	20			
Consultation for Change/Field Orders	8	8			
Sub-Total/Construction Phase	14	32	0	0	0

FMG, INC.
ANAMOSA STREET WATER AND SEWER - FINAL DESIGN, PHASE 1
ANAMOSA STREET - MILWAUKEE STREET TO LACROSSE STREET
Project Nos. P1648(00), PCN H020
Utility Nos. SSW05-1471
ESTIMATED MAN-HOURS AND FEES
September 7, 2005, Revised September 9, 2005

	PR/PE	DE/PE	CADD/ET	RLS	SC
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ESTIMATED ENGINEERING FEES

	HOURS	RATE	TOTAL
PR/PE - PRINCIPAL/PROFESSIONAL ENGINEER	71	\$83.32/HR	\$ 5,915.72
DE/PE DESIGN ENGINEER/PROFESSIONAL ENGINEER	206	\$74.04/HR	\$ 15,252.24
CADD/ET - COMPUTER OPERATOR/ENGINEERING TECHNICIAN	127	\$49.59/HR	\$ 6,297.93
RLS-REGISTERED LAND SURVEYOR	4	\$55.18/HR	\$ 220.72
SC-2-MAN SURVEY CREW	0	\$87.31/HR	\$ -
Sub Consultant-Corrosion Protection			\$ 1,000.00
Printing, Supplies, Mileage, Miscellaneous			\$ 200.00
TOTAL ESTIMATED ENGINEERING FEES			\$ 28,886.61

Summary

65% Design & Plan Preparation	\$10,961.54
95% Design & Plan Preparation	\$9,203.59
100% Plans	\$2,519.72
Bidding Phase	\$1,666.00
Limited Services for Construction Phase	\$3,535.76
Sub Consultant-Corrosion Protection	\$ 1,000.00
Total Fees	\$28,886.61

NOTE: Construction Phase services DOES NOT include Contract Administration or Construction Observation.
If needed, Contract Administration and Construction Observation services are to be negotiated.

From: "Alsaker, Dayton" <dalsaker@hkminc.com>
To: "Al Foster" <afoster@fmgengineering.com>
Cc: "Bill Spickelmire" <BSpickelmire@RustnotConsulting.com>; "Fuller, Jeff" <Jfuller@hkminc.com>
Sent: Friday, August 19, 2005 9:07 AM
Subject: RE: Anamosa Street Reconstruction

Allen,

We appreciate the opportunity to provide this proposal. In response to your request and as we discussed -

We understand you will provide preliminary drawings, the geotech report and quantities for our cost estimate. We also understand the pipe material will be PVC.

We will provide:

- Preliminary Design Report for Corrosion Protection
- Cost Estimate for Corrosion Protection of materials
- CP details and Specifications (Specs in a table format)
- CP system for meter vault
- Cover letter summarizing our work on this project and the work products

The cost for HKM and RUSTNOT will be between \$3500 and \$4500 (not-to-exceed \$4500) for these services.

Manhour Estimate:

- Senior Engineer/Corrosion Consultant: 25 - 35
- CAD Tech: 10
- Support Staff: 10

Please call if wish to discuss this proposal or project.

Thank you.

Dayton Alsaker
HKM Engineering Inc.
Sheridan, WY
307-672-9006
fax: 672-5214