

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

Date: January 22, 2013

Project Name & Number: Silver Street Interchange Utility Reconstruction Project **CIP #:** 50940
Project # 12-2053

Project Description: This will provide Preliminary Design Services for the Utility reconstruction associated with the SDDOT reconstruction of the I-190/Silver Street Interchange reconstruction.

Consultant: FMG, Inc.

Original Contract Amount: \$142,784.00	Original Contract Date: 2/5/13	Original Completion Date: 9/5/13
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Addendum No: 1

Amendment Description:

Current Contract Amount: _____	Current Completion Date: _____
Change Requested: _____	
New Contract Amount: _____ \$0.00	New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$50,000.00	833	4223	604	
\$62,784.00	933	4223	602	
\$10,000.00	8910	4223	505	
\$20,000.00	8911	4223	505	
\$142,784.00	Total			

Agreement Review & Approvals

<p><u>Scott Pahn</u> 1/22/13 Project Manager Date</p> <p><u>Chamber Sitter</u> 1/22/13 Compliance Specialist Date</p> <p>_____ City Attorney Date</p>	<p><u>Don Tom</u> 1-22-13 Division Manager Date</p> <p><u>Tracy W...</u> 1-24-13 Department Director Date</p>
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ROUTING INSTRUCTIONS

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

FINANCE OFFICE USE ONLY

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

Date	Initials	Approved
1/24/13	JK	Y <input type="checkbox"/> N <input type="checkbox"/>
Cash Flow		Y <input type="checkbox"/> N <input type="checkbox"/>

**Agreement Between City of Rapid City and FMG, Inc.
for Preliminary Design Professional Services for the Silver Street Interchange
Utility Reconstruction Project, Project No. 12-2053 / CIP No. 50940**

AGREEMENT made February 5, 2013, between the City of Rapid City, SD (City) and FMG, Inc., (Engineer), located at 3700 Sturgis Road, Rapid City, SD, 57702. City intends to obtain services for preliminary design, Project No. 12-2053 CIP No. 57702. The scope of services is as described in Exhibits A and B.

The City and the Engineer agree as follows:

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

Section 1—Basic Services of Engineer

1.1 General

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

1.2 Scope of Work

The Engineer shall:



- 1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.
- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibits A and B.)
- 1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.
- 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. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

Section 4—Mutual Covenants

4.1 General

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



- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct 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 sub-contractors 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 rate schedule. (See Exhibit C.)

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$142,784.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. 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 at the rates established in Section 5.1 and approved by the City.

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

Section 6—Completion of Services

The Engineer shall complete services based on the following schedule.

Preliminary Design Submittal: September 5, 2013

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:

Engineer:

MAYOR

FMG, Inc

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:

PROJECT MANAGER

DATE: _____

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

NAME Todd Peckosh, PE
PHONE 605-394-4154
EMAIL todd.peckosh@rcgov.org

NAME Allen D. Foster, PE
PHONE 605-342-4105
EMAIL afoster@fmgengineering.com



EXHIBIT A

FMG ENGINEERING
SCOPE OF SERVICES
FOR
SILVER STREET INTERCHANGE UTILITY RECONSTRUCTION PROJECT
Project No. 12-2053 CIP No. 50940

GENERAL

The City of Rapid City proposes to reconstruct various water distribution lines and sanitary sewers in conjunction with SDDOT reconstruction of the I-190 / Silver Street Interchange.

This project is to be let in conjunction with South Dakota Department of Transportation Project IM 1902(61)0, Interstate 190N and 190S, Pennington County, PCN 1162.

The project limits generally include the I-190 corridor between Rapid Creek and Custer Street. With an additional area bound by Fillmore St. to Van Buren St. and I-190 to Taylor Ave.

FMG, Inc. was selected through the City's Consultant selection process to provide engineering services for Tasks 1 through 5 for the referenced project. The Scope of Work in this contract is for Task 1 - Preliminary Design Services, only. A separate contract(s) will be negotiated and prepared for Task 2 - Final Design Services, Task 3 - Bidding Period Services, Task 4 - Basic Construction Services and Task 5 - Expanded Construction Services.

The work to be completed under this contract is for Task 1 - Preliminary Design Services and shall be in general conformance with the RFP. A list of individual tasks and subtasks to complete the work is shown in Exhibit C - Task Schedule. The list of tasks will not be necessarily limited to those shown. Tasks will be added or deleted as needed to complete the project.

The following narrative generally outlines the Preliminary Design Services tasks and/or subtasks to be completed by FMG as listed in the Task Schedule.

TASK 1 - PRELIMINARY DESIGN SERVICES:

- 1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. The consultant shall prepare an agenda, take minutes, and distribute minutes.
- 1.2 Review background information listed in the RFP and other resources as are available and necessary. Review the City utility infrastructure shown on SDDOT plans for accuracy. Obtain from SDDOT and the SDDOT plans, Scoping documents, and any available design reports or technical memorandums.

EXHIBIT A

- 1.3 Perform site surveys to supplement the SDDOT topographic survey. Items to be surveyed are existing City water, sewer, and storm sewers. The surveys shall be on the SDDOT control system.
- 1.4 Meet with individual property owners regarding ROW and permanent and temporary easement needs in addition to the SDDOT acquisitions with regard to specific project issues and components.
- 1.5 Preliminary Design Submittal

Submit three (3) copies and a PDF version of the Preliminary Design Report and Preliminary Drawings to City of Rapid City's project manager for review and comment. Submit interim Technical Memorandums as required. The Preliminary Design Submittal shall include the following:

- A. Water System Analysis - Investigate and give recommendations for the following: looping needs of the high level and low level systems, water main layout and sizing, location of I-190 crossing with consideration of possible future redevelopment near the interchange. Identify service lines and provide recommendations for non-conforming services if any.
- B. Sanitary Sewer System Analysis - Investigate and give recommendations for the following: non-conforming services (including area from Fillmore to Van Buren & I-190 to Taylor Ave), location of I-190 crossing, sewer layout and sizing within project area with consideration of possible future redevelopment near the interchange.
- C. Storm Drainage System Analysis - Drainage –Review and comment on the SDDOT drainage facilities design (including water quality ponds) to ensure the requirements of the Morningside Drainage Basin Design Plan and other City needs are met, and estimate the City portion of the drainage costs. Provide cost estimate where City requirements result in oversize costs. Investigate open channel versus storm sewer pipe for conveying drainage from Silver Street area to the proposed water quality pond adjacent to golf course. Investigate optional routes for main line pipes and investigate trash/debris screen upstream of main storm sewer entrance near Boegel Street.
- D. SDDOT Plan Review for City Criteria - Review SDDOT plans as City representative design compliance with City Criteria, ADA needs, and other general City project needs. Provide cost estimate where City design requirements result in oversize costs. I-190 and the associated ramps are not considered City streets and will not be reviewed for City street criteria. Review and comment on local street tie-ins including vertical and horizontal alignments, location, widths, approaches, and other related issues. Review and recommendations for bikes paths including connection of the Rapid Creek bike path to the proposed Bike/Ped trail in the Silver Street area, other trails/pedestrian access throughout project. Review and comment on proposed SDDOT retaining walls including rails, finishes, types, heights, and, locations. Retaining wall review does not include geotechnical or structural reviews.
- E. ROW/Easement Review and Identification - ROW/Easement/Owner Review - Review the existing right-of-way (ROW) location shown by SDDOT and identify any ROW or easements necessary for the City portion of the project. Identify ownership and contact information of private properties within the project limits. Preliminary Design Submittal shall include size and extent of ROW and easements needed for City project.

EXHIBIT A

- F. Preliminary Design Drawings - Prepare and submit Preliminary Design Engineering Drawings of items to be constructed as part of the City Project.

Drawings shall use the SDDOT survey and sheets converted to City requirements for the base maps. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards for SDDOT combination projects which shall use 11" x 17" sheets with utilities shown in color. Drawings shall include plan and profile information as well as other details appropriate and necessary for the Preliminary Design.

- G. Preliminary Design Report - The Preliminary Design Report shall present the findings of the Preliminary Design Services. Include all design assumptions for pipe sections, water, sewer, and storm sewer, etc. Include design life, design criteria, and reference of design resources. The Consultant shall use the City Infrastructure Design Criteria Manual to establish design criteria and standards. Provide justification for the facility and analysis of alternatives.

The project's geotechnical report from Task 1.8 shall be included in the Preliminary Design Report.

Constructability and phasing shall be addressed in the Preliminary Design Report.

A probable opinion of construction costs for the project(s) shall be included in the Preliminary Design Report. The costs shall be itemized based on the City's standard bid items and appropriate contingency item allowance.

- 1.6 Coordination and Meetings. Be included on SDDOT contact list and attend SDDOT design and utility coordination meetings as necessary. Act as City representative at SDDOT meetings as directed. Attend and participate in SDDOT public meetings. Consultant shall make recommendations to the City regarding changes to SDDOT plans that will affect the City's infrastructure and components that differ from City standards, criteria, and needs. Consultant shall also meet with Ferber Engineering for coordination with the City of Rapid City Silver Street Neighborhood Utility Reconstruction project. Consultant shall attend City review, submittal, and coordination meetings as required. Consultant shall prepare minutes of all City sponsored meetings.

1.7 Geotechnical Evaluation

The Geotechnical Evaluation by SDDOT will be based on shallow holes and will only include the required information for the pavement section by the SDDOT designers. The SDDOT report will not include recommendations or sufficient data for the design and construction of City utilities. The Consultant will prepare a separate Geotechnical Evaluation for the City Project as generally described below.

- A. To evaluate the existing soil and groundwater conditions to sufficient depths and develop recommendations for City utility and drainage construction, a total of 10 borings are planned within areas being considered for City utilities. However, no borings will be made within the limits of the I-190 lanes or shoulders. The boreholes will be drilled to depths of approximately 15 feet below existing grades. Field testing will be performed and samples will be extracted for further laboratory analysis. Select soil samples will be tested in our laboratory to determine their general classification, physical properties, and engineering characteristics with respect to utility

EXHIBIT A

design and installation. Piezometers will be installed in select borings for monitoring of groundwater elevations.

- B. In addition to the drilling of boreholes, 10 in-situ soil electrical resistivity surveys will be performed along the proposed utility alignments in support of corrosion protection designs. The resistivity surveys will be performed in accordance with the City's Draft Corrosion Control Design Manual 2008, using the ASTM G57 Wenner four pin method.
- C. Upon completion of the field and laboratory testing and our analysis, a report will be prepared that transmits the geologic logs and testing results, and provides our recommendations. In general our recommendations will include excavation and fill placement recommendations, utility installation recommendations, and general construction recommendations that we consider applicable to the site conditions encountered.

ANTICIPATED SCHEDULE

Notice to Proceed for this Agreement	February 5, 2013
Task 1 Preliminary Design Submittal	September 5, 2013

SDDOT currently anticipates Bid Letting in December of 2014. Final plans are to be submitted for review in August 2014.

END OF SCOPE NARRATIVE

EXHIBIT B

FMG, INC. - TASK SCHEDULE
SILVER STREET INTERCHANGE UTILITY RECONSTRUCTION PROJECT
Project No. 12-2053, CIP# 50940
 January 22, 2013

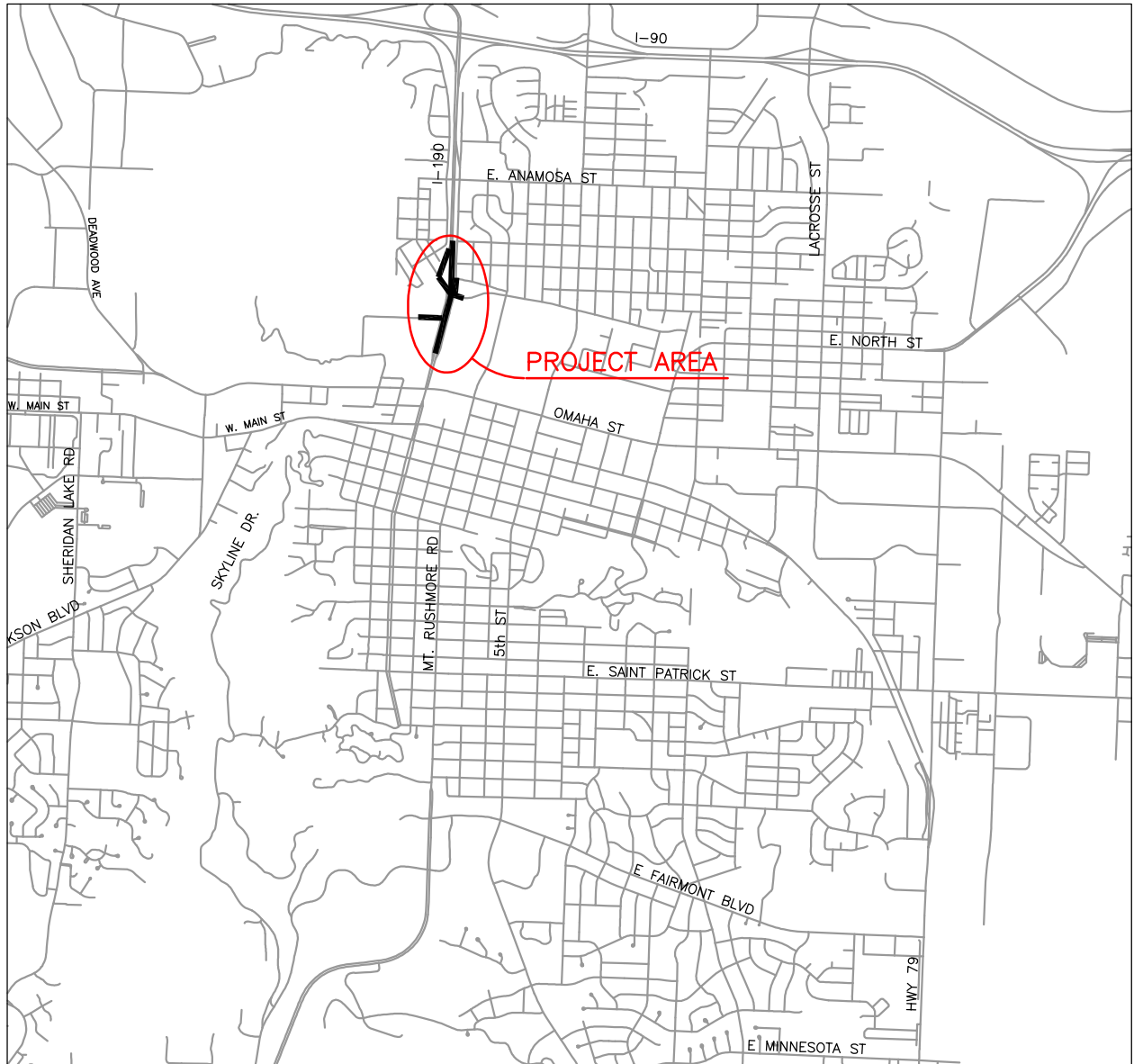
		FEES
TASK	PRELIMINARY DESIGN SERVICES	
1.1	Kickoff Conference	\$930.00
1.2	Obtain and Review Background Information/Project Familiarity	\$5,240.00
1.3	Site Surveys and Prepare Base Maps	\$10,740.00
1.4	Individual Property Owner Meetings	\$2,740.00
1.5	Preliminary Design Submittal	\$102,075.00
1.6	Meetings with City and State through Preliminary Design	\$11,550.00
1.7	Geotechnical Evaluation	\$8,509.00
1.8	FMG Expendibles and Mileage	\$1,000.00
	TOTAL TASK 1 PRELIMINARY DESIGN COST	\$142,784.00

EXHIBIT C

FMG ENGINEERING**RATE SCHEDULE****FOR****SILVER STREET INTERCHANGE UTILITY RECONSTRUCTION PROJECT****PROJECT No. 12-2053 / CIP No. 50940**

<u>PERSONNEL</u>	<u>RATE</u>
Professional Engineer – Principal	\$135.00/hr
Professional Engineer – Senior Engineer	\$110.00/hr
Design Engineer - PE	\$80.00/hr
Design Engineer EIT	\$70.00/hr
Computer Drafting Technician	\$65.00/hr
Registered Land Surveyor	\$80.00/hr
Survey Crew	\$125.00/hr
Clerical	\$50.00/hr
<u>VEHICLES & EXPENSES</u>	
Mobilization (support vehicle)	\$0.70/mile
Drill Rig Mobilization	\$2.50/mile
Travel Costs - air, lodging, transport, meals, etc.	cost
Document/Plans Reproduction	cost

EXHIBIT 'A'



SILVER STREET INTERCHANGE UTILITIES RECONSTRUCTION PROJECT PROJECT # 12-2053, CIP 50940