

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

Date: August 22, 2016

Project Name & Number: Landfill Cell 17 Final Cover  
Project #SW16-001

Project Description: Professional services agreement for the design of plans and specifications for the closure and final cover on Landfill Cell 17.

Consultant: FMG Engineering

Original  
Contract Amount:  
\$135,328.00

Original  
Contract Date:  
09/06/2016

Addendum No:

Amendment Description:

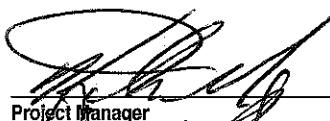

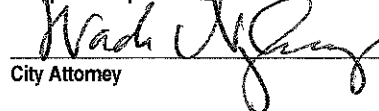
Current Contract Amount: \_\_\_\_\_  
Change Requested: \_\_\_\_\_  
New Contract Amount: \_\_\_\_\_ \$0.00

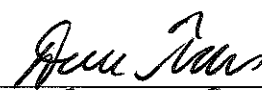
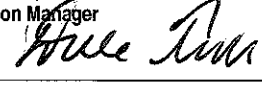
Current Completion Date: \_\_\_\_\_  
New Completion Date: \_\_\_\_\_

## Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$135,328.00	7104	4223		Landfill/MRF Capital Fund
\$135,328.00	Total			

## Agreement Review & Approvals

  
Project Manager \_\_\_\_\_ 9-2-16  
Date  
  
Compliance Specialist \_\_\_\_\_ 9-2-16  
Date  
  
City Attorney \_\_\_\_\_ 9-6-16  
Date

  
Division Manager \_\_\_\_\_ 9-8-16  
Date  
  
Department Director \_\_\_\_\_ 9-8-16  
Date

### 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
Appropriation	9/8/16	JS	Y N
Cash Flow			Y N



**Agreement Between City of Rapid City and FMG Engineering for Design and  
Bidding Professional Services for Rapid City Landfill Cell 17 Final Cover,  
Project No. SW16-001**

AGREEMENT made September 6, 2016, between the City of Rapid City, SD (City) and FMG Engineering, (Engineer), located at 3700 Sturgis Road, Rapid City, SD 57702. City intends to obtain services for design and bidding for Rapid City Landfill Cell 17 Final Cover, Project No. SW16-001 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 in all phases of the Project and 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.





- 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





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.





## **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





### 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:

\_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

ATTEST:

Engineer:

\_\_\_\_\_  
ENGINEER

DATE: 9/8/16

\_\_\_\_\_  
FINANCE OFFICER

Reviewed By:

\_\_\_\_\_  
KARL MERBACH, PROJECT MANAGER

DATE: 9-2-2016

CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

NAME Karl Merbach  
PHONE 605-355-3916  
EMAIL karl.merbach@rcga.org

ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE

NAME Alex Fisher  
PHONE 605-342-4105  
EMAIL afisher@fngengineering.com





**EXHIBIT A**  
**SCOPE OF SERVICES**  
**Cell 17 Final Cover**  
**Project No. SW16-001**

The City of Rapid City has determined the need to procure professional services including Preliminary Design Services, Final Design Services, and Bidding Services for the installation and placement of a low permeability clay cap over the in-place municipal solid waste (MSW) in Cell 17 and for improvements downstream of Cell 17 to include (1) main access roadway drainage ditch and culvert improvements, (2) a sediment/detention pond located between Cell 17 and drainage improvements on the north and south side of the residential scale house but excluding the Citizen Campus Area. Basic Construction Services and Expanded Construction Services will be negotiated at a later date as a separate contract.

It is anticipated that the improvements will include the following:

1. Preliminary final cover system design which will incorporate current permit requirements and South Dakota Department of Environment and Natural Resources (DENR) standards.
2. Analysis of current fill grades and relationship to final permitted contours. A ground survey will be required to determine if landfill operations has reached or exceeded permitted waste grades.
3. Installing a low permeability clay cap over approximately 22 acres of existing landfill area.
4. Geotechnical investigations to determine borrow areas for the clay material, to investigate sub-surface conditions at drainage improvement areas, and to make general recommendations.
5. Integrating the proposed final cover system into the existing capped cells located to the north and south; also ensuring the future cells to the west may be filled adequately and efficiently against the proposed capped cells.
6. Establishing existing and future maintenance access roads to be used by landfill operations personnel including Bingham Road and Brown Shack Road improvements to address turning movements.
7. Construction phasing required to keep the landfill operating efficiently and within permit requirements.
8. Drainage improvements along the main access road to reduce roadway overtopping and erosion issues.
9. Sediment/detention pond between Cell 17 and the residential scalehouse.
10. Grading, culvert, and channel improvements to reduce drainage issues on the north and south sides of the residential scalehouse

FMG Inc., was selected through the City's consultant selection process to provide Engineering Services for Task 1 through Task 5. Tasks 1, 2, and 3 are included in this agreement. A contract amendment will be negotiated prior to construction for the Task 4 Basic Construction Services and Task 5 Expanded Construction Services.

West Plains Engineering will provide sub-consultant services for Electrical Engineering related to drainage improvements. Electrical Engineering is limited to adjustments of boxes and manholes, plus possible sleeving, as related to drainage improvements at the residential scalehouse area.





## TASK 1 - PRELIMINARY DESIGN SERVICES:

This task consists of all services necessary to take the project from beginning through the Preliminary Design submittal stage, and may include the following itemized 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 any other resources as necessary. Background information includes City of Rapid City GIS maps, 2006 Material Recovery, CoCompost, and Landfill Permit Renewal, 2008 Solid Waste Permit, Title V Air Quality Permit, and plans of existing facilities.
- 1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates. One call locating service will be notified for marking of existing utilities. City of Rapid City to be responsible for costs if a Private Locating Service must be contracted with to provide for additional locates.
- 1.4 Private Utilities Base Plan Verification Meeting: The consultant shall send base plans to the private utilities requesting verifications that their utilities are shown correctly per their records. A meeting with the private utilities shall be scheduled after submitting plans to verify that the utilities are shown correctly and to make plans revisions as necessary.
- 1.5 Conceptual Design Submittal

The Conceptual Design Submittal shall generally consist of the following documents:

### A. Conceptual Design Report

Prepare a Conceptual Design Report: The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report. The consultant shall submit all design assumptions for clay material, drainage components, stormwater protection, existing water, sewer, and storm sewer locations, existing utility locations, etc. The Consultant shall 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.

Design criteria for the projects shall include the current edition of the following items: City of Rapid City Design Criteria manuals; City of Rapid City Standard Specifications, current edition; City of Rapid City Drafting Standards; South Dakota Department of Environmental Resources Standards; and Ten States Standards as adopted and supplemented by SDDENR. The City of Rapid City Solid Waste Division must adhere to site specific permit requirements and DENR rules and regulations.

If conflicts are identified between standards to be used or design criteria documents, they shall be resolved in favor of the more stringent requirement as determined by the Director of Public Works. Use of other documents or references may be proposed; however, this will require written concurrence from the City through the Project Manager and may require "Exceptions" per the City exception process.

The Conceptual Design Report shall include evaluate and recommend potential borrow sources for clay material and other components of the final cover system. The Consultant shall elaborate on other project components as necessary.





The Conceptual Design Report shall include a discussion relating to sequencing and coordination with the landfill gas collection project.

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

The consultant shall establish and indicate project specific design criteria and standards within the Conceptual Design Report. Use the City Infrastructure Design Criteria Manual to establish design criteria and standards. The Conceptual Design Report shall provide review of compliance with City's Standard Specifications for construction of the project(s).

Submit three (3) copies and a PDF version of the Conceptual Design Report and preliminary plans and specifications to City of Rapid City's project manager for review and comment.

## B. Conceptual Drawings

Provide three (3) copies and a PDF version of the conceptual drawings. It is anticipated the conceptual drawings shall contain the following sheets at a minimum:

- Cover Sheet – Note the index of Sheets indicating the anticipated drawing sheets shall be provided.
- Survey Control Sheet
- Property Layout and Land Ownership
- Overall Project Layout Sheet
- Cell 17 Final Cover Layout and Grading
- Plan and Profile Sheets - Show existing and proposed utility mains and existing services, storm sewers, roadways, fittings, and proposed surfacing and drainage items.
- Sediment/Detention Pond Plan
- Roadway Ditch and Culvert Improvements Plan
- Scale house Area Drainage Improvement Plan
- Anticipated Standard Details
- Special Details - Conceptual layouts for special/critical elements; for example borrow areas, haul roads, roadway crossings, etc.

Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.

### 1.6 Perform Geotechnical Evaluation

A geotechnical evaluation of potential clay cap material borrow sources will be performed. A significant volume of data exists for the on-site potential materials at the landfill. FMG, and other geotechnical consultants, have performed boreholes and laboratory testing for borrow areas throughout the landfill area. This existing data will be reviewed and additional boreholes and laboratory testing will be performed as necessary to sufficiently identify and verify the suitability of the borrow source for use as the clay cap material. Existing, on-site borrow sources will be preferred, however off-site sources will be considered if necessary.

The evaluation will also include a cursory analysis of the volumes of material needed for the project and the estimated volume of suitable material available at the selected borrow source.





The findings of the evaluation will be summarized in a written report. The report will a discussion of the evaluation methods, exploration and testing results, suitability of the borrow source, estimated volumes of material, and recommendations for reclamation of the borrow site.

#### 1.7 SDDENR Coordination

The consultant shall schedule and coordinate an initial kickoff conference call with DENR staff. The consultant shall prepare an agenda, take minutes, and distribute minutes.

The consultant shall submit the Concept Plan documents to DENR for initial review and comments. The consultant shall schedule and coordinate a conference call with DENR staff to discuss the submittal. The consultant shall prepare an agenda, take minutes, and distribute minutes.

The consultant will prepare a response to DENR concept plan comments.

#### 1.8 Attend submittal review meeting with City staff.

#### 1.9 Coordination Meeting with consultant preparing the Landfill Gas Collection Project

### TASK 2 - FINAL DESIGN SERVICES:

This task consists of all services necessary to take project from Task 1 Preliminary Design Services through the Final Design Services.

- 2.1 Address City comments from the Task 1 City review(s) and finalize Conceptual Design Report. The Conceptual Design Report should be now titled "Project Design Report." Provide two (2) copies and a PDF version of the finalized Project Design Report
- 2.2 Provide coordination layout to include location of borrow area for clay material, haul roads for the contractor, haul roads and access roads for landfill operations and customers, and location of contractor work with relation to daily operations and traffic patterns.
- 2.3 Provide a Project Sequence of implementation and phasing schedule which shall include such items as traffic control, erosion and sediment control, restoration, and construction milestones.
- 2.4 Coordinate directly with utility companies' engineering divisions to ensure that all existing utilities are completely and accurately identified and 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. Preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete followed by a specific private utility coordination meeting in two to three weeks.
- 2.5 Notify the City Project Manager if private utilities will need to be relocated so PM can formally notify the utilities to relocate.
- 2.6 Obtain Design or Specification Exceptions.





- 2.7 Prepare final review detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Typically, project drawing specific issues should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification.
- 2.8 Provide QA/QC Plan per DENR requirements.
- 2.9 Prepare complete final review plans for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.

Plans documents shall adhere to current City of Rapid City guidelines.

Staking information shall include either of the following formats:

On the Plans:

- Station offsets for all items of work requiring field staking.

In tabular form on a plan sheet (schedule)

- Coordinates and description of inter-visible control points.
- Coordinates of all items of work requiring field staking.

Benchmark information shall be provided on each sheet.

- 2.10 Prepare a unit price cost probable opinion of construction cost for the final review drawings and specifications.
- 2.11 Submit Final Review Specifications, QA/QC Plan, Drawings, and Opinion of Probable Cost to City of Rapid City and DENR for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and Opinion of probable construction cost are 100% complete.
- Provide three (3) copies and a PDF version of the Final Design Services submittal to City.  
Provide two (2) copies and PDF of the Final Design Services submittal to DENR.
- 2.12 Address DENR review comments from Final Review Submittal.
- 2.13 Address City review comments from Final Review Submittal.
- 2.14 Prepare any and all permits with exhibits the City will need to execute for the project.
- 2.15 Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost. Typically all permit costs are the Contractor's obligation.
- 2.16 Prepare final "Engineer's Estimate" of probable construction cost for the project.
- 2.17 Provide Final Plans and Specifications





All submittals (drawings and specifications) believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance with City Standards which shall read, "I (insert Engineer of Record's name) Certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City's adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured". This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The "Certification Statement of Conformance with City Specifications" shall be signed and dated by the Engineer of Record.

Deliver the following:

- Provide one (1) copy and a PDF version of bid documents including complete plans, specifications, and Engineer's Estimate of probable construction cost to the City of Rapid City's project manager for City distribution.
  - Provide complete plans on CD compatible with AutoCAD Release 2008 or newer format.
  - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
  - Provide complete specifications and contract documents on CD in Microsoft Word XP or previous versions.
  - Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City "Engineer's Estimate" form.
  - Provide Engineer's Estimate of probable construction costs as a component of this submittal.
- 2.18 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval, and the Consultant shall address any comments or corrections required.
- 2.19 Attend Public Works and Council meetings as necessary.

### TASK 3 -- BIDDING SERVICES:

This task consists of all services necessary for the administration of the Bidding Services of the project, and may include the following itemized services.

- 3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 3.2 Consultant shall proof print quality at printers before full production of copies are made.
- 3.3 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute minute copies to only Consultant and City.





- 3.4 Prepare and issue addenda to the bid documents as required.
- 3.5 Attend Public Works Committee and Council Meetings as required.
- 3.6 Review Bidder's Proposals and review and sign the City Engineering Services prepared Bid Tab, prepare an award recommendation letter to the City of Rapid City project manager, and sign a City Engineering Services prepared Award Summary.

#### **SCHEDULE MILESTONE DATES**

Following are possible schedule milestone dates. These dates are goals and subject to change as the project advances.

Notice to Proceed with Tasks 1-3	September 30, 2016
Conceptual Design Services Submittal	January 6, 2017
Final Design Services Submittal	April 17, 2017
Final Plans, Specifications, & Contract Documents Complete	May 26, 2017
Advertise for Bids	June 10, 2017
Project Bid Opening Date	June 27, 2017
Bid Award Date	July 3, 2017
Project Construction Begins	July 17, 2017
Substantial Construction Complete	October 31, 2017





**EXHIBIT B - TASK SCHEDULE FOR TASKS 1 - 3**  
**CITY OF RAPID CITY LANDFILL CELL 17 FINAL COVER**  
**Project No. SW16-001**  
**FMG, INC. - September 2, 2016**

<b>TASK 1 - PRELIMINARY DESIGN SERVICES</b>		<b>FEES</b>
1.1	Kickoff Meeting	\$ 659.00
1.2	Collect and Review Background Information	\$ 832.00
1.3	Site Survey	\$ 10,470.00
1.4	Utility Company Notifications/Base Map Verification	\$ 620.00
1.5	Concept Design Submittal	\$ 48,351.00
1.6	Geotechnical Investigation	\$ 5,500.00
1.7	SDDENR Coordination	\$ 1,230.00
1.8	Attend Submittal Review Meeting With Staff	\$ 659.00
1.9	Coordination Meeting with Landfill Gas Collection Consultant	\$ 492.00
1.10	Reimbursables, Printing, Supplies, Mileage, Expendables for Concept Design	\$ 1,000.00
<b>TOTAL FOR TASK 1-PRELIMINARY DESIGN</b>		<b>\$ 69,813.00</b>

<b>TASK 2 - FINAL DESIGN</b>		<b>FEES</b>
2.1	Final Project Report addressing City & SDDENR Comments from Task 1	\$ 1,955.00
2.2	Coordination Analysis (Borrow, Operations, Haul Route, Gas, Other Projects)	\$ 1,360.00
2.3	Project Sequencing Analysis	\$ 868.00
2.4	Coordinate With Utility Companies	\$ 595.00
2.5	Notify City Project Manager if Private Utilities Require Relocation	\$ 193.00
2.6	Obtain Design or Specification Exceptions	\$ 482.00
2.7	Prepare Detailed Specifications for Review	\$ 1,566.00
2.8	Prepare QA/QC Plan per SDDENR Requirement for Review	\$ 1,149.00
2.9	Prepare Final Design Drawings For Review	\$ 38,228.00
2.10	Final Review Opinion of Probable Construction Cost	\$ 1,456.00
2.11	Submit Final Design Documents for Review to City and DENR	\$ 816.00
2.12	Address SDDENR Comments regarding Final Review Plans	\$ 3,114.00
2.13	Address City Review Comments on Final Review Plans	\$ 3,886.00
2.14	Prepare Permits and Exhibits needed for Project	\$ 639.00
2.15	Identify Permits Required by Contractor	\$ 364.00
2.16	Final Opinion of Probable Construction Cost	\$ 2,120.00
2.17	Final Plans and Specs Deliverables	\$ 1,307.00
2.18	Address Final SDDENR Review Comments	\$ 1,008.00
2.19	Attend Public Works Committee and Council Meetings	\$ 246.00
2.20	Reimbursables, Printing, Supplies, Mileage, Expendables for Final Design	\$ 250.00
<b>TOTAL FOR TASK 2-FINAL DESIGN</b>		<b>\$ 61,602.00</b>

<b>TASK 3 - BIDDING SERVICES</b>		<b>FEES</b>
3.1	Information to City for Advertising Authority	\$ 246.00
3.2	Proof Print Quality at Printers	\$ 246.00
3.3	Prebid Meeting/Minutes	\$ 846.00
3.4	Prepare Addenda	\$ 1,220.00
3.5	Attend Public Works and Council Meetings	\$ 246.00
3.6	Review Bids and Sign Bid Tab	\$ 863.00
3.7	Prepare Bid Award Recommendation	\$ 246.00
<b>TOTAL FOR TASK 3-BIDDING PHASE</b>		<b>\$ 3,913.00</b>

**TOTAL FEES ALL TASKS** **\$ 135,328.00**

Although dollar values have been provided for each task FMG retains the right to reallocate monies to other tasks subject to the maximum limiting fee shown above.