



Item: Agreement for Professional Services: South Great Falls Storm Drainage Improvements – O.F. 1554

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Agreement for Professional Services

Suggested Motion:

1. Commissioner moves:

I move the City Commission approve the Agreement for Professional Services in the amount of \$288,300.00 to DOWL HKM for the South Great Falls Storm Drainage Improvements - O. F. 1554, and authorize the City Manager to execute the Agreement."

2. Mayor calls for a second, discussion, inquiries from the public, and calls for the vote.

Staff Recommendation: Approve Agreement for Professional Services for South Great Falls Storm Drainage Improvements - O. F. 1554.

Background:

Significant Impacts

Several locations in the lower lying area of the drainage basin (mostly along Upper River Road) have a history of uncontrolled storm runoff flowing from natural drainage channels across residential areas. Most of this area was formerly in the County and has few if any storm drainage improvements. Furthermore, much of the area lies on a river plain that is very flat with poor drainage. Therefore, minor flooding has occurred on private property during periods of high precipitation and snow melt. In 2011, the area experienced more runoff than usual due to record winter and spring precipitation.

Last October, DOWL HKM was awarded a contract for the South Great Falls Storm Drainage Master Plan to conduct a study and prepare a master plan for a drainage basin that is generally bounded by the Missouri River, 17th Avenue South, 40th Avenue South and 20th Street South. That plan was recently completed and includes recommended improvement alternatives and cost estimates to remedy flooding and other problems within the basin.

Citizen Participation

The services include coordination with property owners and government agencies including the Montana Department of Natural Resources and Conservation (DNRC), Environmental Quality and Fish Wildlife and Parks; Cascade County; Great Falls School District; and U.S. Army Corps of Engineers. The conceptual alignments for the storm drain improvements cross private, school, and BNSF properties and public right-of-way under City and County jurisdiction. Presentations to Neighborhood Council #6 have been made to inform the Council members and residents of progress on this project.

Workload Impacts

DOWL HKM has the available staff to perform the design engineering work scope through the spring of 2013. It is anticipated that City staff will handle the construction phase services.

Purpose

The professional design services will provide the City with plans, specifications, bid documents, easements, and permits for construction of drainage improvements to correct storm drainage problems, including flooding, along the southern edge of Great Falls generally from 20th Street South westward to the Missouri River.

Project Work Scope

Services under this Agreement will include pre-design, preliminary design, final design and bidding support services. These services will include field investigation and data gathering, surveying, limited geotechnical investigation, easement preparation, conducting scoping and design meetings, hydraulic modeling, and technical support services for easement negotiations and acquisition, preparing stream bank and other environmental permit applications, preparation of a pre-design report with improvement alternatives, final design, preparation of plans and specifications, preparation of cost estimates, and assisting with the bidding process. Four different improvement areas are included in the design scope with up to four separate project construction bids possible.

Evaluation and Selection Process

DOWL HKM was selected on a rotational basis to provide the professional services in accordance with the City's Architect, Engineer and Surveyor Selection Policy and also for their ability to perform the work in an acceptable time frame.

Conclusion

City staff recommends awarding the Professional Services contract to DOWL HKM for the general design services for the South Great Falls Drainage Improvements in the amount of \$288,300.00.

Fiscal Impact:

City storm drainage funding is programmed to fund the cost of the project.

Alternatives:

The City Commission could vote to disapprove the Engineering Services Contract.

Attachments/Exhibits:

1. Agreement for Professional Services



DOWL HKM Project No.: _____

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT between *City of Great Falls, P.O. Box 5021 , Great Falls Montana 59403* (Client) and *DOWL HKM, 2701 16th Street NE, P.O. Box 49, Great Falls, MT 59403* (DOWL HKM) shall be effective as of the date of the last signature below. Client and DOWL HKM agree that DOWL HKM will perform the professional services identified in Exhibit A associated with:

South Great Falls Storm Drainage Improvements – O.F. 1554

Representatives: **CLIENT:** City of Great Falls
Jim Young, Senior Civil Engineer

DOWL HKM: Rich West, P.E.

SCOPE OF SERVICES:

See EXHIBIT A - SCOPE OF SERVICES

COMPENSATION by CLIENT to DOWL HKM:

Reimbursement shall be on a Actual Cost basis, with a not-to-exceed total of \$288,300 invoiced on an hourly basis no more often than monthly for services performed in the previous month in accordance with the rates set forth in EXHIBIT D. To be consistent with services actually rendered, DOWL HKM may alter the distribution of compensation between individual phases/tasks of the work noted herein, but total invoice amount shall not exceed the not-to-exceed total without CLIENT'S prior approval.

The following are hereby made a part of this AGREEMENT by attachment:

- Terms and Conditions (Pages 3 of 6 – 5 of 6)
- Exhibit A - Scope of Services
- Exhibit B – Project Schedule
- Exhibit C – Project location maps (numbered Exhibit 1-4)
- Exhibit D – DOWL HKM – MONTANA FEE SCHEDULE (Effective May 1, 2012)
- Exhibit E – Construction and Engineering Cost Summary
- Exhibit F – Engineering Cost Itemization (4 Projects)

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, persons authorized to commit the resources of the Parties have executed this Agreement as follows:

Accepted for Client:

By: _____
Title: Gregory T. Doyon, City Manager
Date: _____

Attested:

By: _____
Title: Lisa Kunz, City Clerk

Approved for Legal Consent:

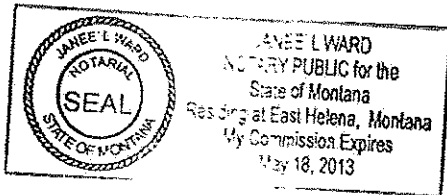
By: _____
Title: James W. Santoro, City Attorney
Date: _____

Accepted for DOWL HKM:

By: Phillip A. Odegard
Title: Phillip A. Odegard, W. MT Region Mgr.
Date: 6/25/2012
Tax ID No or SSN: 92-0166301

State of Montana
County of Lewis & Clark

Signed or acknowledged before me on 6/25/12 by Phillip A. Odegard



(Affix Notarial Seal/Stamp Above)

Jane L. Ward
(Signature of notary)

Jane L. Ward
(Printed name of notary public)

Notary public for the state of Montana

Residing at: E. Helena

My commission expires: May 18, 2013

DOWL HKM
STANDARD CONTRACT TERMS AND CONDITION

SECTION 1 - SERVICES OF DOWL HKM

A. Basic Services

DOWL HKM shall provide Client the services as described in this Agreement within the periods stipulated herein. Services will be paid for by Client as indicated herein.

B. Schedule

DOWL HKM's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in this Agreement, DOWL HKM's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

C. Authorization to Proceed

Execution of this Agreement by Client will be authorization for DOWL HKM to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

D. Delay

If in this Agreement, specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of DOWL HKM, the rates and amounts of compensation and time for completions provided herein shall be subject to equitable adjustment

E. Changes/Additional Services

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Client, change the cost of, or time for, performing the services hereunder, DOWL HKM will promptly provide Client with an amendment to this Agreement to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

DOWL HKM will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with DOWL HKM's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

B. Progress Payments

Invoices are due and payable within 30 calendar days of the date of the invoice. If Client fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said 30th day. In addition DOWL HKM may at any time, without waiving any other claim against the Client, and without thereby incurring any liability to the Client, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

SECTION 3 - OBLIGATIONS OF CLIENT

A. Furnish Data

Client shall provide all criteria and full information as to Client's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Client shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

B. Representative

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Project.

C. Timely Review

Client will examine DOWL HKM's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Prompt Notice

Client will give prompt written notice to DOWL HKM whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of DOWL HKM's Scope of Services or any defect in the Services of DOWL HKM or the work of any Contractor.

E. Site Access

Client will arrange for safe access to and make provisions for DOWL HKM and DOWL HKM's subconsultants to enter upon public or private property as required for DOWL HKM to perform the Services under this Agreement.

SECTION 4 - OBLIGATIONS OF DOWL HKM

A. Independent Contractor

DOWL HKM is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and subconsultants. DOWL HKM shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. Performance

DOWL HKM will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and DOWL HKM cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notices to proceed issued by the Client are specifically objected to.

C. Technical Accuracy

Client shall not be responsible for discovering deficiencies in the technical accuracy of DOWL HKM's work. DOWL HKM shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in the Client furnished information.

D. Publicity

DOWL HKM will not disclose the nature of its Scope of Services on the Project, or engage in any publicity or public media disclosures with respect to this project without the prior written consent of Client.

E. Insurance

DOWL HKM will maintain insurance coverage for Professional Liability, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with statutory requirements, and DOWL HKM's business requirements. Certificates evidencing such coverage will be provided to Client upon request. DOWL HKM shall purchase and maintain Professional Liability coverage with combined single limits for each negligent act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by negligent acts, errors, or omission, of DOWL HKM or its officers, agents, representatives, assigns or subcontractors. Professional liability coverage shall remain in effect until 3 years after the substantial completion of the Professional Services covered under this Agreement.

F. Compliance with Laws

DOWL HKM will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

G. No responsibility for Site Safety

Construction contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs and compliance with applicable laws and regulations.

H. No responsibility for Contractor Performance

DOWL HKM shall not be responsible for the quality of any Contractor's work, or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

I. Equal Opportunity Employment

DOWL HKM is committed to the principles of equal opportunity and affirmative action in employment and procurement. DOWL HKM does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

SECTION 5 - GENERAL CONSIDERATIONS

A. Reuse of Documents

1. All documents are instruments of service in respect to this Project, and DOWL HKM shall retain an ownership and property interest therein (including the right of reuse at the discretion of DOWL HKM) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of DOWL HKM will be at Client's sole risk. Client shall indemnify and hold harmless DOWL HKM and DOWL HKM's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefore.
2. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by DOWL HKM. Files in electronic media format are furnished for convenience.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of DOWL HKM, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party

shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by DOWL HKM. DOWL HKM will not be responsible to maintain documents stored in electronic media format after acceptance by Client.

4. DOWL HKM makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by DOWL HKM at the beginning of this Project.

B. Indemnification

1. To the fullest extent permitted by law, DOWL HKM agrees to indemnify and hold harmless Client from and against any liability, damages and costs, (including reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused during the performance of professional services under this Agreement, by the negligent acts, errors, and omissions of DOWL HKM or anyone for whom DOWL HKM is legally responsible.
2. To the fullest extent permitted by law, Client agrees to indemnify and hold harmless DOWL HKM from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors, and omissions of the Client, Client's contractors, consultants, and anyone for whom Client is legally responsible.
3. To the fullest extent permitted by law, DOWL HKM's total liability to Client and anyone claiming by, through or under Client for any claim, cost, loss or damage caused in part by the negligence of DOWL HKM and in part by Client or any other negligent entity or individual, shall not exceed the percentage share that DOWL HKM's negligence bears to the total of all other negligent entities and individuals.

C. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, DOWL HKM will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

D. Consequential Damages / Limitation of Liability

To the fullest extent permitted by law, DOWL HKM and Client waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and agree that DOWL HKM'S total liability to Client under this Agreement shall be limited to \$1,441,500.

E. Limits of Agreement

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

F. Severability and Survival

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

G. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

H. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted in courts of Cascade County and the State of Montana, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance.

I. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of DOWL HKM. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute,

strike, lockout or interruption or failure of electricity or telephone service which materially impairs DOWL HKM's ability to operate its business in accordance with the standard of professional practice ordinarily exercised by our profession and which formed the basis for this Agreement.

J. No Third Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

K. Successor, Assigns, and Beneficiaries

Neither Client nor DOWL HKM may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

L. Prevailing Party Litigation Costs

In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

M. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

N. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.

Exhibit A to Standard Agreement for Professional Services
Scope of Services

See attached Exhibit A

Exhibit B to Standard Agreement for Professional Services
Project Schedule

See attached Exhibit B

Exhibit C to Standard Agreement for Professional Services
Project Location Maps

See attached Exhibit C

Exhibit D to Standard Agreement for Professional Services
DOWL HKM Montana Fee Schedule- (Effective May 1, 2012)

See attached Exhibit D

Exhibit E to Standard Agreement for Professional Services
Construction and Engineering Cost Summary

See attached Exhibit E

Exhibit F to Standard Agreement for Professional Services
Engineering Cost Itemization (4 Projects)

See attached Exhibit F

EXHIBIT A

South Great Falls Storm Drainage Infrastructure Design – O.F. 1554

Scope of Services

GENERAL DESCRIPTION

DOWL HKM will complete general civil engineering design services to install storm water piping main trunk lines, storm water piping discharge structures to the Missouri River, storm water detention ponds, associated utility adjustments, surfacing restoration and associated services in four locations of the South Great Falls Storm Drainage Master Plan area. The project will include pre-design phase services (limited geotechnical investigation, surveying, permitting, easement exhibit preparation, and technical support services for easement negotiations and acquisition); design phase services (preliminary design; final design); and bidding phase services.

The project deliverables to the City of Great Falls will include plans, specifications, special provisions, bound bid packages, easement exhibits, and supporting documentation and reports.

The Scope of Services includes preparing separate bid documents (plans, specifications, estimates) for each of the four project areas described in this document. Construction and engineering costs for each of the four project areas are shown on the attached exhibits.

The project is based on the preliminary South Great Falls Storm Drainage Master Plan and the instructions received from the City of Great Falls engineering and utility staff. The four areas of the project are described as follows and depicted on Exhibits 1-4 (Attached):

1. North Basin – Exhibit 1

- Storm drain outfall construction to the Missouri River directly west of 24th Avenue South or at an alternative location 400 to 800 feet south or extension 750 feet south to connect with the middle basin outfall. Storm drain piping infrastructure from the selected outfall location eastward across Lower River Road and across the railroad right-of-way then east on 24th Avenue South to the intersection of 24th Avenue South and Upper River Road.

2. Middle Basin – Exhibit 2

- Storm drain outfall construction to the Missouri River at a location approximately in line with the westward projection of 25th Avenue South. Storm drain piping infrastructure construction from the outfall across Lower River Road and the railroad right-of-way then

south 500 to 1000 feet and east 700 to 750 feet to Upper River Road. The storm drain infrastructure will then continue south in Upper River Road to approximately 31st Avenue South and then east in 31st Avenue South or the alley north of 31st Avenue South approximately 2000 feet to 6th Street South. The storm drain piping will continue north of 6th Street South approximately 400 feet and terminate in construction of a storm water detention pond facility east or west of 6th Street South.

3. South Basin – Exhibit 3

- Storm drain outfall construction to the Missouri River at one of the three alternative locations indicated on Exhibit 3. Storm drain piping infrastructure construction east from the outfall across Lower River Road and the railroad right-of-way and continuing eastward to Marlie Drive. The storm drain piping will then be constructed north/south along Marlie Drive to the connection with the existing Prairie Ridge Estates storm drain infrastructure to the south and the natural/drainage low area midway between Ellen Drive and Marillyn Drive.

4. 22nd Avenue South Pond and Piping - Exhibit 4

- Storm water detention pond structure construction north of 22nd Avenue South east of 13th Street South and possible additional alternative volume south of 22nd Avenue South. Storm drain piping infrastructure from pond inlets in 22nd Avenue South to 9th Street South or 10th Street South and from there south to the natural drainage bottom at approximately the future 25th Avenue South location.

BASIC SERVICES OF ENGINEER

DOWL HKM shall provide professional engineering services as described below. The services will include serving as the City of Great Falls professional engineering representative, providing professional engineering consultation and providing engineering associated support services.

1. **PRE-DESIGN PHASE.** After written authorization to proceed DOWL HKM shall:
 - I. Provide technical support, exhibit figure preparation and production and provide staff to attend meeting with landowners to support City of Great Falls staff who will conduct negotiations and acquisition of easements and/or right-of-ways with project affected landowners and Cascade County.
 - II. Provide limited geotechnical boring investigations at the outfall structure locations, railroad crossing locations and detention pond locations to determine if bedrock or high groundwater conditions may impact the construction.
 - III. Provide acquisition of all required permits including railroad crossing permits and streambank permits (Army Corps 404 and Joint Application). City to be responsible for the construction SWPPP, temporary construction dewatering permit (normally obtained by the

contractor) and permanent outfall discharge permit (to be completed by the City of Great Falls).

2. DESIGN PHASE. After selection of final outfall locations and routing options by the City of Great Falls (dependent on easement acquisition negotiations) and receiving authorization to proceed DOWL HKM shall:
 - I. Complete Surveying and Field Investigation Services including:
 1. Topographic, surface feature pickup survey, located utility location survey, property boundary verification survey, and general photographic documentation of the existing preconstruction condition at the time of design.
 2. Set construction level control point and benchmark network.
 3. Complete retracement surveys and property pin reestablishment by a registered land surveyor as necessary and easement pin installation as necessary on up to seven (7) properties.
 - II. Design, Prepare and Submit Preliminary and Final documents including:
 1. Preliminary Plans, Technical Specifications, Special Provisions and Cost Estimates.
 2. Final Plans, Technical Specifications, Special Provisions and Cost Estimates.
 3. Plans, Technical Specifications, Design Reports and Checklists for submittal to the Montana Department of Environmental Quality for water and sewer utilities relocations and adjustments.
3. BIDDING PHASE. DOWL HKM shall:
 - I. Compile, print, reproduce and deliver 20 each sets of Project Manuals and Bidding Drawings composed of City of Great Falls provided standard bidding documents, final plans, final specifications and special provisions.
 - II. Attend the Pre-Bid Conference.
 - III. Assist with addressing bidder questions and preparing Addenda.

ITEMS OF WORK EXCLUDED FROM DOWL HKM SCOPE OF SERVICES

- Negotiations or acquisition of easements, right-of-way or land for the proposed infrastructure. (DOWL HKM will assist with the process as requested by the City of Great Falls)
- Property appraisals or Memorandums of Title.
- The roadway restoration on Upper River Road will be strictly a replacement to the existing template and will not include regrading, widening, curb and gutter or other improvements.

- Roadway design services can be included in this project if desired.
- SWPPP or temporary groundwater (dewatering) discharge permit preparation or submittal.
It is DOWL HKMs understanding the City of Great Falls construction contracts require the SWPPP and any temporary dewatering discharge permits be completed, maintained and closed out by the construction contractor.

EXHIBIT B
South Great Falls Storm Drainage Improvements– O.F. 1554

Project Schedule

Notice to Proceed	Mid – July 2012
Survey and geotech	August 15, 2012
Easement negotiations complete **	September 1, 2012
Preliminary Plans and Specs	October 30, 2012
Final Plans and Specs	November 25, 2012
Advertise and Bid	December 1, 2012
Award, Pre-Con and Notice to proceed	December 21, 2012

*** final project design cannot proceed until negotiations and project easements are procured to establish routing of new design features. This item may affect the project schedule.*

The design of all four projects will occur simultaneously with the expectation that the City desires to bid/award the "22nd Ave South pond" project in the 2012 season with the remaining projects to be ready to bid in the Spring of 2013.



**POSSIBLE
OUTFALL
OPTIONS**

LEGEND
 - ANTICIPATED STREETS
 - PROPOSED STORM DRAIN
 - EXISTING STORM DRAIN

DOWL HKM
 3701 W. 10TH ST. S.W.
 BIRMOINGHAM, AL 35209
 404-455-4300 (FAX)
 dowlhkm.com

**EXHIBIT
3**

SOUTH BASIN

PREPARED BY: DOWL HKM, INC. 10/15/10



Exhibit D

MONTANA FEE SCHEDULE

Personnel Billing Rates

Senior Manager	\$180.00
Engineer VI	\$155.00
Engineer V	\$145.00
Engineer IV	\$120.00
Engineer III	\$100.00
Engineer II	\$85.00
Engineer I	\$75.00
Engineering Technician IV*	\$100.00
Engineering Technician III *	\$85.00
Engineering Technician II *	\$75.00
Engineering Technician I *	\$50.00
Geologist II	\$105.00
Laboratory Manager	\$95.00
Laboratory Technician *	\$60.00
Inspector *	\$90.00
Professional Land Surveyor *	\$100.00
Project Surveyor*	\$80.00
Crew Chief *	\$70.00
Survey Technician *	\$55.00
Accounting Technician *	\$70.00
Marketing Assistant *	\$65.00
Administrative Assistant *	\$55.00

**Subject to overtime at 1.5 times above rates.*

Equipment, Materials, & Supplies

ATVs	=	\$150.00/day		
Boat/Trailer	=	\$150.00/day		
		<u>DAY</u>	<u>WEEK</u>	<u>MONTH</u>
2 GPS Receivers (Survey Quality)		\$400.00	\$1,600.00	\$4,800.00
Single/Each Additional Receiver		\$200.00	\$800.00	\$2,400.00

Travel, Mileage, & Miscellaneous

Per diem will be billed after 6 hours in the field and when more than 50 miles from the office at ¼ rate for every 6 hours or portion of a quarter day greater than 3 hours. For the day of departure, the day begins at time of departure. For the day of return, the day ends when employee arrives at authorized point of destination (office, home, etc.).

Per diem (per person, per day Montana)	=	\$51.00/day
Lodging	=	cost per night
Airfare	=	cost
Vehicle Usage – Automobiles	=	0.75/mile
Vehicle Usage – Pickups, Suburban	=	1.00/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 2
Specialized Software/Hardware	=	Note 3
Subcontractors	=	Cost + 10%

Laboratory Analysis	=	Cost + 10%
Other/Miscellaneous	=	Cost + 10%

Notes

1. DOWL HKM's Professional Fee Services Fee Schedule is subject to adjustment each year (May 1st) or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Customer and DOWL HKM.
2. Costs included in overhead rates for reasonable requests. Requests beyond those considered reasonable by the project manager billed at Cost + Agreed Upon Mark-up.
3. Specialized computer software or hardware necessary for a unique application for will be billed at a negotiated rate or unit cost.

EXHIBIT E

SOUTH GREAT FALLS STORM DRAINAGE IMPROVEMENTS
CONSTRUCTION AND ENGINEERING COSTS

SUMMARY

<u>PROJECT</u>	<u>PROJECTED CONSTRUCTION COST</u>	<u>PROJECTED ENGINEERING COST</u>
North Basin	\$249,520.00	\$33,910.00
South Basin	\$252,866.00	\$33,910.00
Middle Basin	\$1,917,670.00	\$144,960.00
22nd Avenue South Pond	<u>\$1,044,882.00</u>	<u>\$75,520.00</u>
TOTAL	\$3,464,938.00	\$288,300.00 (8.3% of Construction)

NOTE: Construction costs do not include costs for inspection and do not include a contingency.

EXHIBIT F
Cost estimate - South Great Falls Storm drainage Improvements
Middle Basin

Task	Senior Project Manager (West)		Project Engineer (Arthur)		Engineer/Senior Technician (Miller/Clark)		Licensed surveyor (Axelsen)		CADD/Survey Tech (Gold)		Admin (Pollock)		TOTAL LABOR		Per Diem	Travel	Other Direct Costs	TOTAL EXPENSES	TOTAL OF LABOR AND EXPENSES
	Hrs @ \$145	Total Cost	Hrs @ \$120	Total Cost	Hrs @ \$100	Total Cost	Hrs @ \$85	Total Cost	Hrs @ \$85	Total Cost	Hrs @ \$55	Total Cost	Hours	Cost					
I Project Administration																			
A. contract administration	8.0	\$ 1,160	2.0	\$ 240		\$ -		\$ -		\$ -	8.0	\$ 440	18.0	\$ 1,840				\$ -	\$ 1,840
B. Quality control / Assurance	12.0	\$ 1,740		\$ -		\$ -		\$ -		\$ -		\$ -	12.0	\$ 1,740				\$ -	\$ 1,740
Subtotal	20.0	\$ 2,900	2.0	\$ 240		\$ -		\$ -		\$ -	8.0	\$ 440	30.0	\$ 3,580				\$ -	\$ 3,580
II Permitting																			
A. permit preparation		\$ -	6.0	\$ 720	2.0	\$ 200		\$ -	2.0	\$ 170	1.0	\$ 55	11.0	\$ 1,145				\$ -	\$ 1,145
B. attend public meetings		\$ -	9.0	\$ 1,080		\$ -		\$ -		\$ -		\$ -	9.0	\$ 1,080	\$ 25			\$ 25	\$ 1,105
C.		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$ -	\$ -
Subtotal		\$ -	15.0	\$ 1,800	2.0	\$ 200		\$ -	2.0	\$ 170	1.0	\$ 55	20.0	\$ 2,225	\$ 25	\$ 25		\$ 25	\$ 2,250
III landowner negotiations																			
A. meetings with landowners		\$ -	14.0	\$ 1,680		\$ -		\$ -		\$ -		\$ -	14.0	\$ 1,680	\$ 25			\$ 25	\$ 1,705
B. easement preparation		\$ -	8.0	\$ 960	2.0	\$ 200	3.0	\$ 255	8.0	\$ 680	2.0	\$ 110	23.0	\$ 2,205				\$ -	\$ 2,205
C. exhibits for deeds / easements	1.0	\$ 145	2.0	\$ 240	2.0	\$ 200	1.0	\$ 85	4.0	\$ 340		\$ -	10.0	\$ 1,010				\$ -	\$ 1,010
D.		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$ -	\$ -
Subtotal	1.0	\$ 145	24.0	\$ 2,880	4.0	\$ 400	4.0	\$ 340	12.0	\$ 1,020	2.0	\$ 110	47.0	\$ 4,895	\$ 25	\$ 25		\$ 25	\$ 4,920
IV Survey / Field work																			
A. Topographical survey	1.0	\$ 145	1.0	\$ 120		\$ -	24.0	\$ 2,040	24.0	\$ 2,040		\$ -	50.0	\$ 4,345	\$ 100			\$ 100	\$ 4,445
B. Boundary survey on easements	1.0	\$ 145	1.0	\$ 120		\$ -	16.0	\$ 1,360	4.0	\$ 340		\$ -	22.0	\$ 1,985	\$ 60			\$ 60	\$ 2,025
C. Pin easements		\$ -		\$ -		\$ -	6.0	\$ 510	4.0	\$ 340		\$ -	12.0	\$ 1,020	\$ 60			\$ 60	\$ 1,080
D.		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$ -	\$ -
Subtotal	2.0	\$ 290	2.0	\$ 240		\$ 0	40.0	\$ 4,080	32.0	\$ 2,720		\$ 0	84.0	\$ 7,330	\$ 220	\$ 220		\$ 220	\$ 7,550
V Design/Plan production																			
A. drafting	2.0	\$ 290	50.0	\$ 6,000	50.0	\$ 5,000	15.0	\$ 1,275	436.0	\$ 37,060		\$ -	553.0	\$ 49,825				\$ -	\$ 49,825
B. engineering design	25.0	\$ 3,625	275.0	\$ 33,000	275.0	\$ 27,500		\$ -		\$ -		\$ -	575.0	\$ 54,125				\$ -	\$ 54,125
C. tech specs	2.0	\$ 290	20.0	\$ 2,400	20.0	\$ 2,000		\$ -		\$ -	2.0	\$ 110	46.0	\$ 5,300				\$ -	\$ 5,300
D. special provisions	2.0	\$ 290	20.0	\$ 2,400		\$ -		\$ -		\$ -	2.0	\$ 110	24.0	\$ 2,800				\$ -	\$ 2,800
E. cost estimate	1.0	\$ 145	12.0	\$ 1,440	12.0	\$ 1,200		\$ -		\$ -	1.0	\$ 55	26.0	\$ 2,840				\$ -	\$ 2,840
Subtotal	32.0	\$ 4,640	377.0	\$ 45,240	362.0	\$ 36,200	15.0	\$ 1,275	436.0	\$ 37,060	5.0	\$ 275	1,227.0	\$ 124,690	\$ -	\$ -	\$ -	\$ -	\$ 124,690
VI bidding phase																			
A. misc. assistance to City staff		\$ -	3.0	\$ 360		\$ -		\$ -		\$ -	1.0	\$ 55	4.0	\$ 415				\$ -	\$ 415
B. attend pre-bid conference		\$ -	3.0	\$ 360		\$ -		\$ -		\$ -		\$ -	3.0	\$ 360	\$ 60			\$ 60	\$ 420
Subtotal		\$ -	6.0	\$ 720		\$ -		\$ -		\$ -	1.0	\$ 55	7.0	\$ 775	\$ 60	\$ 60		\$ 60	\$ 835
VII Construction phase																			
A. attend pre-con		\$ -	3.0	\$ 360		\$ -		\$ -		\$ -		\$ -	3.0	\$ 360				\$ -	\$ 360
B. submittal review		\$ -	6.0	\$ 720		\$ -		\$ -		\$ -	1.0	\$ 55	7.0	\$ 775				\$ -	\$ 775
C.		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$ -	\$ -
Subtotal		\$ 0	9.0	\$ 1,080		\$ 0		\$ 0		\$ 0	1.0	\$ 55	10.0	\$ 1,135	\$ -	\$ -	\$ -	\$ 60	\$ 1,135
GRAND TOTAL	55	\$ 7,975	435	\$ 52,200	368	\$ 36,800	67	\$ 5,695	482	\$ 40,970	13	\$ 990	1,425.0	\$ 144,620	\$ -	\$ 330	\$ -	\$ 330	\$ 144,660

Reimbursable Expenses:
 Mileage @ \$1.00/mile
 Per diem @ \$51.00/day

EXHIBIT F
Cost estimate - South Great Falls Storm drainage Improvements
22nd Ave south Pond and piping

Task	Senior Project Manager (West)		Project Engineer (Arthur)		Engineer/Senior Technician (Miller/Clark)		Licensed surveyor (Axelsen)		CADD/Survey tech (Gold)		Admin (Palocok)		TOTAL LABOR		Per Diem	Travel	Other Direct Costs	TOTAL EXPENSES	TOTAL OF LABOR AND EXPENSES
	Hrs @ \$145	Total Cost	Hrs @ \$120	Total Cost	Hrs @ \$100	Total Cost	Hrs @ \$65	Total Cost	Hrs @ \$85	Total Cost	Hrs @ \$55	Total Cost	Hours	Cost					
I Project Administration																			
A. contract administration	4.0	\$ 580	2.0	\$ 240		\$ -		\$ -		\$ -	3.0	\$ 165	9.0	\$ 985				\$ -	\$ 985
B. Quality control / Assurance	10.0	\$ 1,450		\$ -		\$ -		\$ -		\$ -		\$ -	10.0	\$ 1,450				\$ -	\$ 1,450
Subtotal	14.0	\$ 2,030	2.0	\$ 240		\$ -		\$ -		\$ -	3.0	\$ 165	19.0	\$ 2,435				\$ -	\$ 2,435
II Permitting																			
A. permit preparation		\$ -	6.0	\$ 720		\$ -		\$ -	2.0	\$ 170	1.0	\$ 55	9.0	\$ 945				\$ -	\$ 945
B. attend public meetings		\$ -	8.0	\$ 720		\$ -		\$ -		\$ -		\$ -	6.0	\$ 720		\$ 25		\$ 25	\$ 745
C. attend public meetings		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$ -	\$ -
Subtotal		\$ -	12.0	\$ 1,440		\$ -		\$ -	2.0	\$ 170	1.0	\$ 55	15.0	\$ 1,665		\$ 25		\$ 25	\$ 1,690
III landowner negotiations																			
A. meetings with landowners		\$ -	12.0	\$ 1,440		\$ -		\$ -		\$ -		\$ -	12.0	\$ 1,440		\$ 25		\$ 25	\$ 1,465
B. easement preparation		\$ -	8.0	\$ 960		\$ -		\$ 255	2.0	\$ 880	2.0	\$ 110	21.0	\$ 2,005				\$ -	\$ 2,005
C. exhibits for deeds / easements	1.0	\$ 145	2.0	\$ 240		\$ -	1.0	\$ 65	4.0	\$ 340		\$ -	8.0	\$ 810				\$ -	\$ 810
D. attend public meetings		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$ -	\$ -
Subtotal	1.0	\$ 145	22.0	\$ 2,640		\$ 0	4.0	\$ 340	12.0	\$ 1,020	2.0	\$ 110	41.0	\$ 4,255		\$ 25		\$ 25	\$ 4,280
IV Survey / Field work																			
A. Topographical survey	1.0	\$ 145	1.0	\$ 120		\$ -	24.0	\$ 2,040	24.0	\$ 2,040		\$ -	50.0	\$ 4,345		\$ 100		\$ 100	\$ 4,445
B. Boundary survey on easements	1.0	\$ 145	1.0	\$ 120		\$ -	8.0	\$ 680	4.0	\$ 340		\$ -	14.0	\$ 1,285		\$ 50		\$ 50	\$ 1,335
C. Pin easements		\$ -		\$ -		\$ -	4.0	\$ 340	4.0	\$ 340		\$ -	8.0	\$ 680		\$ 50		\$ 50	\$ 730
D. attend public meetings		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Subtotal	2.0	\$ 290	2.0	\$ 240		\$ 0	36.0	\$ 3,060	32.0	\$ 2,720		\$ 0	72.0	\$ 5,310		\$ 200		\$ 200	\$ 5,510
V Design/Plan production																			
A. drafting		\$ -	25.0	\$ 3,000	25.0	\$ 2,500		\$ -	21.0	\$ 17,850		\$ -	28.0	\$ 23,350				\$ -	\$ 23,350
B. engineering design	5.0	\$ 725	13.0	\$ 15,600	13.0	\$ 13,000		\$ -		\$ -		\$ -	26.0	\$ 29,325				\$ -	\$ 29,325
C. tech spec	1.0	\$ 145	1.0	\$ 120	1.0	\$ 1,100		\$ -		\$ -	3.0	\$ 165	25.0	\$ 2,610				\$ -	\$ 2,610
D. special provisions	1.0	\$ 145	1.0	\$ 1,200		\$ -		\$ -		\$ -	1.0	\$ 55	12.0	\$ 1,400				\$ -	\$ 1,400
E. cost estimate		\$ -	8.0	\$ 960	10.0	\$ 1,000		\$ -		\$ -	2.0	\$ 110	20.0	\$ 2,070				\$ -	\$ 2,070
Subtotal	7.0	\$ 1,015	182.0	\$ 21,960	176.0	\$ 17,600		\$ 0	210.0	\$ 17,850	6.0	\$ 330	582.0	\$ 58,755		\$ -		\$ -	\$ 58,755
VI bidding phase																			
A. misc assistance to City staff		\$ -	3.0	\$ 360		\$ -		\$ -		\$ -		\$ -	3.0	\$ 360				\$ -	\$ 360
B. attend pre-bid conference		\$ -	3.0	\$ 360		\$ -		\$ -		\$ -		\$ -	3.0	\$ 360		\$ 50		\$ 50	\$ 410
Subtotal		\$ -	6.0	\$ 720		\$ -		\$ -		\$ -		\$ -	6.0	\$ 720		\$ 50		\$ 50	\$ 770
VII Construction phase																			
A. attend pre-con		\$ -	3.0	\$ 360		\$ -		\$ -		\$ -		\$ -	3.0	\$ 360				\$ -	\$ 360
B. submital reviews		\$ -	8.0	\$ 720		\$ -		\$ -		\$ -		\$ -	8.0	\$ 720				\$ -	\$ 720
C. attend public meetings		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$ -	\$ -
Subtotal		\$ 0	11.0	\$ 1,080		\$ 0		\$ 0		\$ 0		\$ 0	11.0	\$ 1,080		\$ -		\$ -	\$ 1,080
GRAND TOTAL	24	\$ 3,480	238	\$ 26,320	176	\$ 17,600	40	\$ 3,400	258	\$ 21,780	12	\$ 660	744.0	\$ 75,220		\$ 300		\$ 300	\$ 75,520

Reimbursable Expenses:
 Mileage @ \$1.00/mile
 Per Diem @ \$51.00/day