

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

Date: December 7, 2015

Project Name & Number: Meade/Hawthorne DBDP-Element 47 and South Ridge Road Sanitary Sewer Improvements
Project No. 15-2306 **CIP #:** 50758

Project Description: To provide professional engineering services.

Consultant: Advanced Engineering and Environmental Services, Inc. (AE2S)

Original Contract Amount: \$51,186.50	Original Contract Date: 12-7-15	Original Completion Date: 12-31-2016
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Addendum No:



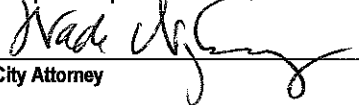
Amendment Description:


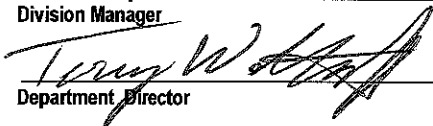
Current Contract Amount: _____	Current Completion Date: _____
Change Requested: _____	
New Contract Amount: _____ \$0.00	New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$24,537.50	7402	4223	609	
\$26,649.00	833	4223	604	
\$51,186.50	Total			

Agreement Review & Approvals

	11-13-15	
Project Manager	Date	
	11/16/15	
Compliance Specialist	Date	
	11/23/15	
City Attorney	Date	


	11-17-15	
Division Manager	Date	
	11-17-15	
Department Director	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	11/18/15		<input checked="" type="radio"/> Y <input type="radio"/> N	
Cash Flow			<input checked="" type="radio"/> Y <input type="radio"/> N	

**Agreement Between City of Rapid City and Advanced Engineering and
Environmental Services, Inc. (AE2S)
for Professional Services for
Meade / Hawthorne DBDP - Element 47 and
South Ridge Road Sanitary Sewer Improvements,
Project No. Project No. 15-2306 / CIP No. 50758**

AGREEMENT made _____, 20____, between the City of Rapid City, SD (City) and Advanced Engineering and Environmental Services, Inc. (AE2S), (Engineer), located at located at 1560 Concourse Drive, Rapid City, 57703. City intends to obtain services for Meade / Hawthorne DBDP – Element 47 and South Ridge Road Sanitary Sewer Improvements, Project No. 15-2306 / CIP No. 50758. The scope of services is as described within this document and as further described in Exhibits A and B (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 and B (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.

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 Exhibit A.)
- 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 and reimbursable rate schedule described in Exhibit C.

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed **\$51,186.50** 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 per the hourly rates and allowable reimbursable as 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 on or before December 31, 2016 based on a notice to proceed on or before December 17, 2015.

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

AE2S, Inc.

DATE: _____

DATE: _____

ATTEST:



FINANCE OFFICER

Reviewed By:

Mary Bosworth, PROJECT MANAGER

DATE: _____

CITY'S DESIGNATED PROJECT
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

NAME Mary Bosworth, PE
PHONE 605-394-4154
EMAIL mary.bosworth@rcgov.org

NAME Rich Marsh, PE
PHONE 605-341-7800
EMAIL rich.marsh@ae2s.com



EXHIBIT A

DESIGN AND BIDDING SERVICES for Tasks 1, 1A, 2 and 3 Meade / Hawthorne DBDP – Element 47 and South Ridge Road Sanitary Sewer Improvements Project No. 15-2306 CIP 50758 November 2, 2015

SCOPE OF SERVICES

The City of Rapid City proposes to make improvements to Element 47 of the Meade / Hawthorne Drainage Basin Plan. Element 47 is located west of Mount Rushmore Road. The element includes a 250-foot long segment of open channel south of Flormann Street and immediately west of the Lazy U Motel property at 2214 Mount Rushmore Road. This segment of the drainage channel has been identified as significantly deficient to carry design storm flows in its current condition and the decision has been made to proceed with the recommendations provided in Technical Memorandum #14 for the Mount Rushmore Road Utility Reconstruction project 11-1926. In general, an open channel design with modular retaining wall blocks was proposed to convey the drainage behind the Lazy U Motel and to the intersection with Flormann Street.

The City of Rapid City also proposes to construct sanitary sewer improvements for South Ridge Road immediately west of the Lazy U property. The project will include new sanitary sewer main in the Lazy U drainage corridor and terminate in the South Ridge Road street section. Non-conforming sewer services for South Ridge Road properties will be re-connected to the new sewer main.

The City of Rapid City requested that Advanced Engineering and Environmental Services, Inc. (AE2S) complete Tasks 1, 1A, 2 and 3 for this project.

If requested by the City of Rapid City, a separate contract amendment will also be necessary for Tasks 4 and 5, Basic and Expanded Construction Services, respectively.

Below are project outlines that list anticipated work items for each task:

TASK 1 - PRELIMINARY DESIGN SERVICES

- 1.1 Permanent Easements Documents only (4 Properties – Lazy U plus 3 lots on South Ridge Road) - Prepare permanent easements exhibits for the adjacent properties and route to City PM for use by City Attorney.
- 1.2 Survey Update / Base Plan Update—update the existing base plan based on the as-built conditions in Flormann Street resulting from the first phase of the Mount Rushmore Road reconstruction project.
- 1.3 Preliminary Plans to CORC Format—Prepare preliminary plans. Submit preliminary plans to the City for review and comment.

- 1.4 Preliminary Opinion of Probable Costs—update the construction cost estimate based on the preliminary plans and submit to the City for review and comment.
- 1.5 Investigate non-conforming sewer services for six properties on South Ridge Road and prepare schematic level design for construction of a new public sewer main to be located in a shared easement with the proposed Lazy U drainage channel. The proposed sewer main will extend to South Ridge Road via easements to be acquired from the property at 2210 South Ridge Road. The schematic level design will include new sewer service connections for the affected properties. Prepare a budgetary cost estimate for the combined sewer and drainage reconstruction work.

Trace sewer services utilizing a utility locating subconsultant. Ground survey the locates and incorporate into the topographic file.
- 1.6 Utility Company Meetings (MDU, BHP, CenturyLink)—coordinate, meet with and discuss the proposed project and the associated impacts with MDU, BHP, and CenturyLink Communications. Develop a conceptual plan for necessary utility relocations and incorporate anticipated costs into the budgetary cost estimate for drainage and sanitary sewer improvements.
- 1.7 City shall concur with design recommendations and preliminary cost estimates prior to Consultant proceeding with Tasks 1A, 2 and 3 Design Services.

TASK 1A – EASEMENTS AND LANDOWNER MEETINGS

- 1.1A Landowner Meetings / Negotiations (7 total properties – 6 on South Ridge Road and Lazy U) - Contact and meet with the adjacent landowners to the proposed project limits. Permanent drainage and utility easements will be necessary. Please note that we propose to complete Task 1A prior to completing preliminary and final design services to ensure the adjacent landowners are agreeable to the necessary easements.

TASK 2 – FINAL DESIGN SERVICES

- 2.1 Complete General Notes for the final plans and specifications.
- 2.2 Complete a Project Layout sheet that provides a project overview.
- 2.3 Tabulate the final estimate of quantities.
- 2.4 Complete a survey control sheet for the plans.
- 2.5 Complete a project layout with easement locations and property ownership.
- 2.6 Complete diagrammatic traffic control layout for the proposed work.
- 2.7 Prepare a demolition plan detailing the necessary removals on the project.
- 2.8 Prepare a structural sediment and erosion control plan for the proposed work.
- 2.9 Prepare a SWPPP plan for the proposed work.
- 2.10 Complete typical channel sections along the channel reach.
- 2.11 Prepare Plan & Profile sheets for the proposed channel plan and grade.
- 2.12 Incorporate applicable standard City of Rapid City details

- 2.13 Prepare project specific plan details
- 2.14 Submit final plans to applicable utility companies for final construction relocation/coordination.
- 2.15 Prepare final construction plans and incorporate design comments after City of Rapid City final plan review.
- 2.16 Complete final Engineers estimate of probable construction cost and submit in excel format to the City along with the AutoCAD electronic files.

TASK 3 – BIDDING SERVICES

- 3.1 PDF Final plans submit to printers and check set.
- 3.2 Prepare Pre-bid Conference agenda and conduct pre-bid meeting.
- 3.3 Prepare Addenda and Interpretations if necessary during the bid process and provide to the City.
- 3.4 Review City prepared Bid Tabulation and sign.
- 3.5 Prepare As-built Plans based on City of Rapid City provided redline construction drawings. Field changes to the plans will be highlighted in red.

ADDITIONAL SERVICES

Additional Services Requiring Owner's Advance Written Authorization. If authorized in writing by Owner, Engineer shall furnish or obtain from others, additional services of the types listed below:

- A. Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project (which are not part of Basic Services).
- B. Preparation of traffic impact studies, traffic capacity analysis, or pedestrian studies.
- C. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control. Engineer will notify Owner within 48 hours once Engineer is aware of a change and will not proceed without written direction from Owner.
- D. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Exhibit A.

- E. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
- F. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- G. Furnishing services of Engineer's Consultants for other than Services identified in Exhibit A.
- H. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- I. Preparing additional Bidding Documents or Contract Documents for work outside of the scope identified in Exhibit A requested by Owner for the Work or a portion thereof.
- J. Assistance in connection with Bid protests, re-bidding, or renegotiating contracts for construction, materials, equipment, or services. Re-bidding or renegotiating contracts to reduce the contract costs to funds available shall be considered Additional Services.
- K. Providing Construction Phase services and Construction Staking services.
- L. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- M. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner other than those outlined in Exhibit A.
- N. Additional Services not identified at inception of project-Services resulting from changes in scope, extent, or character of the project are not included as part of the above Scope of Services. If required, or requested by the Client, AE2S will provide additional services on an hourly basis in accordance with Exhibit C.
- O. Parking impact studies, parking design concepts, business parking plans and cost estimates associated with removal or modification of business or on street parking.
- P. Design for items listed in the Mount Rushmore Road Corridor Development plan not specifically included within the scope of work listed in Exhibit A.
- Q. Private utility design services.

R. Geotechnical investigation and reporting is not included.

ANTICIPATED PROJECT SCHEDULE

Below are anticipated timeframes for each phase of work but will ultimately be dependent upon easement acquisition. The intent of the schedule is to let the project early in 2016 to get decent bid prices but wait until September-October to construct when the intense rain storms are typically at a minimum.

Notice to Proceed.....December 2015
EasementsJanuary 2016-February 2016
Preliminary PlansMarch 2016
Final Plans.....April 2016
Bid LettingMay 2016
ConstructionSeptember-October 2016

EXHIBIT B

DESIGN and BIDDING SERVICES for Tasks 1, 1A, 2 and 3
Meade / Hawthorne DBDP - Element 47 and South Ridge Road
Sanitary Sewer Improvements
Project No. 15-2306 / CIP 50758
Advanced Engineering and Environmental Services, Inc.
TASK SCHEDULE
November 2, 2015

TASK	Task 1 - Preliminary Design	Task Cost
1.1	Permanent Easements Documents only (7 Properties)	\$ 2,684.00
1.2	Survey Update / Base Plan Update (include S. Ridge Rd.)	\$ 3,085.00
1.3	Preliminary Drainage Plans to CORC Format	\$ 1,724.00
1.4	Preliminary Opinion of Probable Costs	\$ 663.00
1.5	Sanitary Sewer preliminary design for South Ridge Rd.	\$ 5,368.00
1.6	Utility Company Meetings (MDU, BHP, CenturyLink) and Relocation Plan	\$ 1,149.00
	Supplies, Mileage, Printing	\$ 65.00
	Rapid Rooter	\$ 1,500.00
	Subtotal Task Task 1 - Preliminary Design	\$ 16,238.00

TASK	Task 1A - Easements and Landowner Meetings	Task Cost
1.1A	Landowner Meeting/Negotiations (7 Properties)	\$ 7,460.00
	Supplies, Mileage, Printing allowances	\$ 65.00
	Subtotal Task Task 1A - Easements and Landowner Meetings	\$ 7,525.00

TASK	Task 2 - Final Design Services	Task Cost
2.1	General Notes	\$ 1,106.00
2.2	Project Layout	\$ 486.00
2.3	Estimate of Quantities	\$ 1,568.00
2.4	Survey Control	\$ 370.00
2.5	Property Layout	\$ 1,050.00
2.6	Traffic Control	\$ 674.00
2.7	Demolition Plans	\$ 1,348.00
2.8	Erosion Control	\$ 486.00
2.9	SWPPP	\$ 392.00
2.10	Typical Sections	\$ 972.00
2.11	Plan & Profiles	\$ 8,088.00
2.12	Standard Plates	\$ 486.00
2.13	Project Details	\$ 2,696.00
2.14	Final Utility Company Coordination	\$ 1,192.00
2.15	Bid Documents	\$ 1,858.00
2.16	Final Estimate of Probable Cost	\$ 432.00
	Supplies, Mileage, Printing allowances	\$ 65.00
	Subtotal Task Task 2 - Final Design Services	\$ 23,269.00

TASK	Task 3 - Bidding Services	Task Cost
3.1	Stamped Final Plans to Printers and Check Set	\$ 620.00
3.2	Prebid Conference	\$ 365.00
3.3	Addenda and Interpretations	\$ 918.00
3.4	Bid Tabulation, Award Summary	\$ 283.00
3.5	As-built Plans	\$ 1,936.00
	Supplies, Mileage, Printing allowances	\$ 32.50
	Subtotal Task Task 3 - Bidding Services	\$ 4,154.50
TOTAL ESTIMATED FEES - Tasks 1, 1A, 2 and 3		\$ 51,186.50

Note: AE2S shall retain the right to reallocate task costs subject to the maximum limiting fee.

EXHIBIT C

Meade / Hawthorne DBDP – Element 47 Project No. 15-2306 CIP 50758

Advanced Engineering and Environmental Services, Inc.	
Position Title	Hourly Billing Rate
Operations Manager	\$ 185.00
Assistant Operations Manager	\$ 144.00
Project Manager	\$ 164.00
Project Manager	\$ 149.00
Civil Engineer	\$ 98.00
Survey Crew Chief	\$ 91.00
Land Surveyor	\$ 80.00
Senior Engineering Technician	\$ 94.00
Construction Observer / Water Operator	\$ 94.00
Engineering Technician	\$ 80.00
Office Administrator	\$ 80.00
Administrative Assistant	\$ 67.00

If project goes to 2017, Contract will be amended.

Project Travel: \$ 0.65/mile

Blueline Printing: Actual Cost

Outside Printing: Actual Cost

Traffic Control: Actual Cost