

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the City of Harrisburg, South Dakota (Owner) and Infrastructure Design Group, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as "Preliminary Design of Cliff Ave. and Willow Street Improvements" (Project). Engineer's services under this Agreement (Services) are generally identified as completion of a 30% design of the entire project area which includes topographic and boundary survey, preliminary (30% level design) of street geometrics, utility layout of storm drainage, sanitary sewer and watermain utility design, drainage analysis of the project area, private utility coordination, and public outreach. Project limits include Cliff Avenue from Willow Street north to ½ mile south of Highway 106 and Willow Street from the High School entrance east to the Columbia Street intersection

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement as described in Attachment A, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **See Attachment A**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.1.
- E. Basis of Payment
 - 1. Hourly not-to-exceed. Owner shall pay Engineer for Services as follows:
 - a. An hourly not-to-exceed amount of \$120,217.00 plus any applicable taxes.
 - b. In addition to the hourly not-to-exceed amount, reimbursement of the following expenses: None, included in amount above.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's effort actually completed during the billing period.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates will be provided upon request.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
 - H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, 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 this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.
 - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - K. This Agreement is to be governed by the laws of the state in which the Project is located.
 - L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and 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.

Attachments: Attachment A

This Agreement's Effective Date is _____, 2020.

Owner:

City of Harrisburg

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

PO Box 26

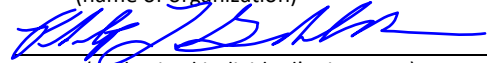
Harrisburg, SD 57032

Engineer:

Infrastructure Design Group, Inc.

(name of organization)

By:



(authorized individual's signature)

Date:

October 20, 2020

(date signed)

Name:

Phil Gundvaldson

(typed or printed)

Title:

Vice-President

(typed or printed)

Address for giving notices:

3241 E. Bison Trail

Sioux Falls, SD 57108

Project Scope Elements – “Attachment A”

Project Understanding

The City of Harrisburg is planning for the full reconstruct of Cliff Avenue from Willow Street north to ½ mile south of Highway 106 and Willow Street from the High School entrance east to the Columbia Street intersection. First, a pre-design or preliminary design consists of a 30% design of the entire project area which includes topographic and boundary survey, preliminary (30% level design) of street geometrics, utility layout of storm drainage, sanitary sewer and watermain utility design, drainage analysis of the project area, private utility coordination, and public outreach. Following this initial phase, the City and InfrastructureDG will discuss options for phasing the improvements and create a phased schedule with costs for the entire project. Final design, plans preparation, and bidding services are not included in this contract but can be completed by InfrastructureDG as an amendment to this contract or under separate contract.

The preliminary plans shall be completed by May 2021. The attached man hours reflect effort to complete items as defined within this Scope of Services (SOS).

Item 1 Project Management and Administration

Contract management will be continuous for the term of the contract with an anticipated duration through June 30, 2021 to complete items identified as part of this SOS.

1.1 Development of Detailed Work Plan

Prepare written instructions for project staff, providing background, names of contacts, communications procedure, responsibilities, schedule, budget information, and other important elements of the project. Establish a project schedule indicating critical dates, milestones, and deliverables.

1.2 Project Monitoring and Progress Reports

Maintain the system for monitoring progress and expenditures to allow monthly tracking.

1.3 Client and Team Kickoff Meeting

Infrastructure Design Group, Inc. (InfrastructureDG) will meet with the City of Harrisburg staff to communicate the current scope of the project. The meeting will allow all parties to discuss the project as a group to confirm the identified scope meets the needs of all departments.

1.4 Subconsultant Management

Not included in this SOS.

1.5 Quality Control Plan

Establish review and checking procedures for project deliverables. Quality control will be completed at two (1) occasions established as the 30% submittal.

Item 2 Public and Agency Involvement

2.1 Public Involvement

Public Involvement consists of the following elements completed throughout the project.

- a. Preparing a mailing list of the adjacent property owners and sending a letter notifying them of the upcoming project and field survey. The letter will describe the intent of the project and schedule of the proposed improvements. The letter shall be developed, printed, and mailed by InfrastructureDG.
- b. One-on-One property owner meetings are anticipated with select property owners throughout this phase of the project. Included in this phase is effort to meet with five (5) select property owners. We anticipate two (2) design team staff attending each meeting along with the City Engineer. Our team will be responsible for the agenda, exhibits, and meeting minutes associated to the meetings. We estimate two and a half (2.5) hours per meeting to complete the meetings, agendas, and meeting minutes. We have also included a total of four (4) hours of effort required to prepare exhibits.

2.2 City of Harrisburg

- InfrastructureDG will complete project meetings with City Staff over the duration of design. Meetings will be utilized to discuss all aspects of the project from project start-up to preparation of 30% level plans. These meetings will help solicit input from all City departments, resolve local issues and concerns pertaining to the development and/or refinement of project elements, discuss a schedule for project phasing, and provide status updates to City staff. All meetings with City staff will include the City Engineer and two (2) InfrastructureDG staff. Based on the project schedule and completion date, we have estimated a total of four (4) project meetings with City staff. We estimate two (2) hours per meeting to complete the meetings, agendas, and meeting minutes.

2.3 Private Utility Meetings

- InfrastructureDG will meet with private utilities on one (1) occasion over the duration of the design. The meeting will be held to discuss the overall project improvements, schedule, utility conflicts, and overall project coordination. For budgeting purposes, InfrastructureDG has based effort on one (1) meeting with five (5) separate utilities. InfrastructureDG will prepare the agenda, exhibits, and meeting minutes necessary to conduct the meeting. Effort has also been included for communications between the established meetings for phone and email correspondence. Effort has been based on the meeting averaging three (3) hours of actual meeting time, preparation, and documentation for two (2) InfrastructureDG staff. An additional one (1) hours of general communication and coordination has been assumed for each utility for one (1) InfrastructureDG staff.

Item 3 Survey

InfrastructureDG will build upon the previously completed survey for the Willow/Cliff intersection.

3.1 Horizontal and Vertical Control Survey

Horizontal and vertical control necessary to complete the survey items identified within this SOS will be established. Horizontal and vertical control will be established based on the City's current datum and coordinate system.

3.2 Right-of-Way Research

InfrastructureDG will complete legal property research on parcels adjacent Cliff Avenue and Willow Street. Ownerships will be identified along with easements as listed in the title certificates. Easements will be identified and delineated on the base mapping. "Blanket" easements (easements described as distances right or left of a utility as constructed) will be described by a note giving the total width and owner of the easement. Anticipated easements include Ingress/Egress, Utility (water, sanitary sewer, telephone, electric, gas and fiber optic), and Drainage Easements.

3.3 Property Survey

InfrastructureDG will complete a boundary survey consisting of locating and surveying property pins adjacent to Cliff Avenue and Willow Street. Section corners will be located and surveyed within the project limits and extending to the next section line adjacent to the project limits as necessary to complete Certified Land Corner Records. This data will be completed at a level accurate enough for future platting and easement elements of this project if necessary. All information applicable to the work and in the possession of the City or County will be made available to InfrastructureDG without cost.

Permission shall be obtained from the land owner and tenant for right-of-entry before entering upon such land for purpose of making the land corner survey. Should the land owner refuse the right-of-entry, the City will be advised.

County records will be researched to establish locations of property lines, right-of-way lines, and property ownership for the properties affected by the project.

3.4 Topographic Survey

InfrastructureDG will complete a topographic survey to supplement any available contour and utility information provided by the City of Harrisburg. Survey will be completed within the ROW and extend 50 feet into private property as necessary to design the improvements. Improvements are not anticipated to extend beyond 50 feet past the existing ROW.

A South Dakota One Call will be completed for the project limits. Survey will locate surface features and public and private utilities necessary to establish the existing conditions base map.

Topographic survey will locate marked and visible utilities only. Utility depths for water, storm sewer, and sanitary sewer will be determined with the survey.

3.5 Existing Conditions Base Map

InfrastructureDG will compile all topographic information into an existing conditions base map. The base map will be utilized as the starting point for completing the design items of the project. The base map will identify those items surveyed and described above. Base map will be established in .dwg format to be utilized in Civil 3D.

Item 4 Conceptual Design Elements

Conceptual design elements include design of the drainage system, sanitary sewer, water main, and street section.

4.1 Drainage Data

InfrastructureDG will obtain, review, and compile previously completed applicable drainage studies and drainage improvements within the project area. This data along with survey information will aid in the development of a drainage model representing the existing conditions.

4.2 Hydrology

InfrastructureDG will perform hydrologic calculations to determine the existing condition peak flows for the 5 and 100-year events.

4.3 Existing Conditions Modeling & Analysis

A hydraulic model will be created for the drainage basin to understand the existing drainage system. The capacity of the major culverts, storm sewers and structures within the ROW will be evaluated. Areas not meeting Engineering Design Standards (EDS) will be identified within the Existing Conditions model(s).

4.4 Conceptual Drainage Design Layouts & Analysis

Locations where design standards are not met in the areas that experience flooding will be identified. Conceptual level improvements meeting current standards will be designed and conceptual level cost estimates will be developed. InfrastructureDG utilized information from Item 4.3 (above) to determine potential improvements to the storm sewer system in both the 5-year and the 100-year storm events.

4.5 Conceptual Street Layout

The horizontal and vertical layout of the proposed street section shall be designed according to current City design standards. Layout will be coordinated with the sanitary sewer, watermain, and storm drainage system layouts. An urban four-lane section with a median is planned for both Cliff Avenue and Willow Street.

4.6 Conceptual Water Main Design Layouts

Conceptual design will be utilized to identify the alignment of the proposed water main. Modeling of the water system is not included in this SOS.

4.7 Conceptual Sanitary Sewer Layouts

Conceptual design will be utilized to identify the reconstruction areas of the existing sanitary sewer system within the project area. This SOS assumes only modifications/repairs to the existing sanitary sewer system are included. New sanitary sewer is not anticipated.

Item 5 Conceptual Design Elements (30% Submittal)

5.1 ROW and Easement Sheets:

Level of effort is included to complete plan sheets illustrating the Cliff Avenue and Willow Street ROW within the project area. Sheets will illustrate the existing and proposed horizontal and vertical geometrics of roadways, existing ROW and easement areas, along with proposed ROW and easement areas.

5.2 Plan and Profile Sheets:

Level of effort is included to complete plan and profile sheets of Cliff Avenue and Willow Street within the project area. Sheets will illustrate the existing and proposed horizontal and vertical geometrics of roadways and sidewalks, storm drainage facilities, sanitary sewer, and water main.

5.3 Cross Sections:

Level of effort is included to complete roadway cross section sheets of Cliff Avenue and Willow Street within the project area. Sheets will illustrate the roadway sections and required grading.

5.4 Phased Construction Exhibits:

Due to future project phasing, additional cost estimates will need to be prepared for temporary intersection improvements including temporary signals and turn lanes. This includes exhibits showing these temporary improvements with cost estimates.

5.5 Engineers Estimate of Probable Construction Costs (EOPC):

A preliminary EOPC will be prepared and submitted in conjunction with the 30% plan submittal. An additional five (5) EOPC's will be broken out and prepared for the phased portions of the project. This includes cost estimated for temporary intersection improvements.

Supplemental Services

Any work requested by the City that is not included in one of the items listed will be classified as Supplemental Services and are not included as a part of this SOS.

Supplemental Services shall include, but are not limited to:

- Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
- Additional property owner meetings, exhibits, letters, and/or correspondence not described within this SOS.
- Additional platting, easements, exhibits, meetings, negotiations, or surveys beyond the limits of what is stated in this SOS.
- Additional drainage analysis or modeling beyond what is stated in this SOS.
- Design of adjustments of utilities beyond what is stated in this proposal
- Street lighting photometric plan analysis and development.
- Structural design of any culverts or retaining walls.
- Any wetland delineations, environmental analysis, or review.

- Soil borings or geotechnical work. The City plans to contract with a geotechnical firm directly for these services.
- Any archeological and historical studies.
- Army Corps of Engineers permitting and mitigation plan are not included in this SOS.
- Any final design, construction administration, or construction staking services.

Schedule

This SOS assumes the field survey will be completed in the winter of 2020. This schedule is based on favorable conditions for receipt of notice to proceed, readily available data, and prompt review times. The schedule does not anticipate potential additional effort to resolved unknown factors/complications associated with discovery of potential unknowns, inadequacies of received data, and/or other factors beyond the control of InfrastructureDG.

Fee

InfrastructureDG developed the task list required for the improvement project based on previous experience and discussions held with city staff during the scoping process. A separate spreadsheet is also attached showing the breakdown of hours. InfrastructureDG proposes to complete the items defined within this SOS at an hourly not-to-exceed fee \$120,217.00.

