

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the City of Mitchell, 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 Livesay Lane Utility Design Improvements (Project). Engineer's services under this Agreement (Services) are generally identified as completion of design and plan preparation for improvements to the utilities in the Livesay Lane area.

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 \$59,242.00 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 raw data, studies, reports, and other work products of Engineer for this project ("Project Documents") are instruments of service for the project only and shall be deemed the joint property of Engineer and City whether the project is completed or not. The City may make and retain copies of the Project Documents which may be used by the City and others. Both Engineer and City may use the Project Documents for their own purposes outside of the project when appropriate. However, the Project Documents are not intended or represented to be suitable for reuse by the City or others on extensions of the project or on any other project. Any such use without written verification or adaptation by Engineer for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Engineer and the City shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from any and all liability claims, losses, damage and expenses, including attorney's fees, arising out of or resulting from the negligent use of the Project Documents by City without written verification, completion or adaptation 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 July 23, 2020.

Owner:

City of Mitchell

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

612 N. Main Street

Mitchell, SD 57301

Engineer:

Infrastructure Design Group, Inc.

(name of organization)

By:



(authorized individual's signature)

Date:

January 15, 2021

(date signed)

Name:

Phil Gundvaldson

(typed or printed)

Title:

Vice-President

(typed or printed)

Address for giving notices:

520 N. Lawler Street; Suite 400

Mitchell, SD 57301

Project Scope Elements – “Attachment A”

Project Understanding

The City of Mitchell plans to install new water main, sanitary sewer, storm drainage facilities, and reconstruct Livesay Lane to a rural section. The project is between Harmon Drive and the future Michael Avenue. The project consists of a topographic and boundary survey, drainage analysis of the project area, utility layout of storm drainage, sanitary sewer and watermain utility design, right-of-way (ROW) services, limited public involvement, and bidding coordination. Construction administration and observation and construction staking is not included in this contract but can be completed by InfrastructureDG as an amendment to this contract or under separate contract.

The final plans shall be completed for bidding by March 2020 for an April bid letting. 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 April 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 Mitchell 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 Quality Control Plan

Establish review and checking procedures for project deliverables. Quality control will be completed at two (2) occasions established as the 50% and 100% submittals.

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. The City will conduct the majority of the landowner meetings. Included in this SOS is effort to meet with two (2) select property owners. We anticipate one (1) 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 three (3) hours per meeting to complete the meetings, agendas, and meeting minutes. We have also included a total of two (2) hours of effort required to prepare exhibits.
- c. InfrastructureDG will coordinate with the City on their preparation of the Temporary Construction Easement Agreements for up to nine (9) unique parcels along the project. InfrastructureDG will provide the City with the necessary design information and temporary easement exhibits to include their easement agreement documents.

2.2 City of Mitchell

- 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 final 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, and provide status updates to City staff. All meetings with City staff will include two (2) InfrastructureDG staff. Based on the project schedule and completion date, we have estimated a total of three (3) 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 three (3) 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 half (0.5) hours of general communication and coordination has been assumed for each utility for one (1) InfrastructureDG staff.

2.4 SDDENR

- InfrastructureDG will coordinate with the City and District III to prepare the application for the State Water Plan and SRF. InfrastructureDG will prepare the cost estimates, exhibits, and the Facilities Plan Document. The City and District III will complete the other items required on the application including archeological and cultural resource assessments, and environmental agency coordination and review.

2.5 Permitting

- IMEG (formerly Clark Engineering) will request a Jurisdictional Determination from the Army Corps of Engineers (ACOE) to determine if wetlands are an issue. If the ACOE finds a field wetland delineation is required, InfrastructureDG and IMEG can provide this service as an amendment to this contract.

Item 3 Survey

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 current City of Mitchell datum and coordinate system.

3.2 Right-of-Way Research

InfrastructureDG will complete legal property research on parcels adjacent to Livesay Lane. 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 Livesay Lane. 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 landowner and tenant for right-of-entry before entering upon such land for purpose of making the land corner survey. Should the landowner 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 Mitchell. 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 Final Plats and Legal Descriptions

InfrastructureDG will prepare/update final legal description and a Plat for the parcel with the proposed detention pond. The plat and legal description will comply with the requirements of the South Dakota Code and will be prepared under the direct supervision of a land surveyor licensed in the State of South Dakota. This SOS's assumes only one plat will be necessary.

3.6 Setting of Monuments/Property Pins

Required plats with proposed right of way will be monumented as part of this task. It should be anticipated these monuments will need to be reestablished after construction of the improvements.

3.7 Existing Conditions Base Map

InfrastructureDG will compile all existing 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 all structures 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. InfrastructureDG will utilize the conceptual design information provided by the City to determine potential improvements to the storm sewer system in both the 5-year and the 100-year storm events.

4.5 Detention Pond/BMP Design

InfrastructureDG will complete the detention/BMP facility design along with the grading design and compute cut and fill quantity take offs for the final design grading.

4.6 Storm Water Pollution Prevention Plan-SWPPP (Up to 3 Sheets)

A SWPPP with applicable erosion control measures will be completed to meet the City of Mitchell and EPA requirements. The site will also require a construction storm water discharge permit completed and filed with the SDDENR.

InfrastructureDG will complete the required form and provide to the owner for signature and submission. Erosion control sheets will provide site erosion control requirements plus additional required general notes.

4.7 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. A rural two-lane section is planned.

4.8 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. Water main layout is planned to include 500 feet of 6" PVC water main along Livesay Lane and necessary appurtenances.

4.9 Conceptual Sanitary Sewer Layouts

This SOS assumes new 8" sanitary sewer along Livesay Lane and the future Michael Avenue.

Item 5 Conceptual Design Elements (50% Submittal)

5.1 ROW and Easement Sheets:

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

5.3 Engineers Estimate of Probable Construction Costs (EOPC):

A preliminary EOPC will be prepared and submitted in conjunction with the 30% plan submittal. Costs will be broken out for water work, sanitary sewer, storm drainage, and street related work.

Item 6 Final Design (100% Submittal)

Level of effort is included to complete one plan set. 100% submittal will incorporate comments received from the 50% submittal. Comments will be reviewed and addressed with documentation of action taken on each comment. The final design plans will be developed consistent with the current City of Mitchell Design Standards. Final design submittal will include the following construction document sections:

- 6.1 Title Sheet, Legend, Orientation/Data Control**
- 6.2 Estimate of Quantities**
- 6.3 Typical Sections**
- 6.4 Sequence of Operations/General Notes**
- 6.5 Table of ROW and Easements**
- 6.6 Traffic Control**
- 6.7 Erosion Control**
- 6.8 Existing Conditions & Removals**
- 6.9 Plan and Profile View Sheets**
- 6.10 Pavement Markings and Permanent Signage**
 - Not included
- 6.11 Street Lighting**
 - Not included
- 6.12 Cross Sections**
- 6.13 Details/Standard Plates**
- 6.14 Engineers Estimate of Probable Construction Costs (EOPC):**

A final EOPC will be prepared and submitted in conjunction with the 100% plan submittal.

Item 7 Bidding Phase

Effort included within the Bidding Phase assumes the City of Mitchell will complete all advertising for the project. InfrastructureDG will be responsible for printing plans, answering questions, and issuing addenda.

- 7.1 Final Plan Production:**

Item includes final plan production of one plan set for bidding purposes and preparation of the project manual utilizing the City's standard bidding documents. The signed set of final plans will be provided electronically to the City. InfrastructureDG will be responsible for providing electronic or printed plans to contractors wishing to bid on the project. Bid packages will include warranty, specifications, special provisions, and required bid documents.
- 7.2 Answer Questions and Issue Addendums:**

InfrastructureDG has included effort to provide clarifications during the bidding process and issue addendums if necessary.
- 7.3 Attend Bid Opening and Provide Recommendation:**

Effort includes attending the bid opening and preparing a recommendation for award to the appropriate responsible bidder.

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 after 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 design and plans.
- Structural design of any culverts or retaining walls.
- Any environmental analysis or review beyond what is stated in this SOS.
- Soil borings or geotechnical work. If necessary, the City will contract with a geotechnical firm directly for these services.
- Any archeological and historical studies.
- Army Corps of Engineers field wetland delineation, Hydrogeomorphic (HGM) Analysis, and 404 permitting and mitigation plan are not included in this SOS.
- Any construction administration or construction staking services.

Schedule

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.

It is assumed the notice to proceed will be issued in December 2020. As of now, the forecast looks clear of snow and ice. This scope of services assumes the field survey will be completed without snow and ice conditions. If snow and ice accumulate within two weeks of the notice to proceed and snow or ice removal is required to complete the field survey, additional fees may apply.

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 and hourly not-to-exceed fee \$59,242.00.