ATLAS ENGINEERING L.L.C.

95 West 200 North #2
Spanish Fork, UT 84660
phone: 801-655-0566
fax: 801-655-0109

Cedar Hills Utility Building Addition
Proposed Site Plan
Highland City
June 22, 2016

Scope of Services

Topographic and Boundary Survey:
This will locate all features necessary for the civil design as follows:

a) All existing features
b) All existing topography
c) Any structures, etc. within 30' of property lines.
d) Determine boundary of property.
e) Mark property corners.
f) Client to provide current title report on property.

Topographic and Boundary Survey Fee: **$1,600**

Site Layout Drawing:
Site Layout will be completed and revised per Client input. Atlas Engineering will verify site layout meets Highland City standards and coordinate any changes necessary.
Site Layout Drawings Fee: **$750**

Site Plan Approval Drawings:

a) Prepare a Grading and Drainage Plan for the entire site.
b) Prepare a Site Plan showing all new and existing features as needed, and show dimensions for all aspects of the improvements.
c) Prepare a Site Utility Plan showing existing utilities, connection location and types and new utilities into building including water, storm drain, gas, and fire line.
d) Prepare and access plan. This will utilize survey information within the site and aerial photos between the property and SR-92.
e) Determine if any irrigation work or coordination needs to take place and provide as needed.
f) Storm water calculations for review by governmental entities.

Site Plan Approval Drawings Fee: **$2,450**

SWPPP Compliance:
Storm water pollution prevention plans and template compliant with EPA and Highland City standards will be completed.
SWPPP Compliance Fee: **$950**

Additional Work/ Plan Sets:
No additional work will be performed unless written authorization is first obtained from the Client. Copies of listed plans will be provided for City submittals. At final approval, 8 complete sets will be provided to the Client. Additional copies will be billed at $2.50/sheet. Electronic sets will also be provided.

Exclusions: This scope of services does not cover soils reports, wetland or traffic studies. These can be coordinated through our office if the Client desires.

Total Estimated Fee: **$5,750**

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WORK AUTHORIZATION

Project Name: Cedar Hills Utility Building Addition

Client: Cedar Hills

Project No.:

Date: June 22, 2016

Description of Work:
Engineering for civil site design per attached Scope of Services dated June 22, 2016.

Estimate of Fee: $5,750.00

Committed Start Date: Upon signing

By signing this Work Authorization, you are authorizing us to proceed, you are indicating that you agree to our services and fees as outlined above and the Terms and Conditions on the last page of this agreement, and that you agree to pay the fees incurred by Atlas Engineering LLC in the performance of this work. (See sheet 2)

AUTHORIZED BY:

Cedar Hills City
Print or Type Client Name

Client or Representative Signature

DAVID H. BUNKER CITY MANAGER
Print or Type Name and Title

Atlas Engineering, L.L.C.

Project Representative Signature

Scott D. Peterson, P.E.
Print or Type Name and Title

ATLAS ENGINEERING LLC
Terms and Conditions

GENERAL

CLIENT AGREES THAT ATLAS ENGINEERING'S SERVICES ARE TO BE PERFORMED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

ATLAS ENGINEERING intends to render their services under this Agreement in accordance with generally accepted practices for the intended use of the PROJECT and make no other WARRANTY EITHER EXPRESS OR IMPLIED.

ATLAS ENGINEERING has not been retained or compensated to provide design and construction review services related to any Construction Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Construction Contractor to perform his work but not related to the final or completed project; omitted services include but are not limited to design or review of shoring, scaffolding, underpinning, temporary retainment of excavations, temporary bracing, and any other construction methods.

Any opinion of the estimated construction cost prepared by the ATLAS ENGINEERING represents their judgment as a design professional and is supplied for the general guidance of the CLIENT. Since ATLAS ENGINEERING has no control over the cost of labor and material, or over competitive bidding or market conditions, ATLAS ENGINEERING does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the CLIENT.

AUTHORIZATION TO PROCEED

The execution of this Agreement by the CLIENT and ATLAS ENGINEERING shall be deemed authorization for ATLAS ENGINEERING to proceed to perform the services provided for in this Agreement. The CLIENT guarantees full and free access for ATLAS ENGINEERING to enter upon all property required for the performance of ATLAS ENGINEERING'S services under this Agreement.

REUSE OF DOCUMENTS

All documents including Drawings, Specifications, and Electronic Data Files prepared or furnished by ATLAS ENGINEERING pursuant to this Agreement are instruments of service in respect of the Project and ATLAS ENGINEERING shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written authorization or adaptation by ATLAS ENGINEERING for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to ATLAS ENGINEERING and CLIENT shall indemnify and hold harmless ATLAS ENGINEERING from all claims, damages, losses and expenses arising out of or resulting there from.

TIME OR TIMES OF PAYMENT

Payment shall be upon receipt of monthly billings. At ATLAS ENGINEERING'S sole option, ATLAS ENGINEERING may suspend all services to CLIENT under this Agreement until CLIENT pays in full all amounts due and owing to ATLAS ENGINEERING.

LIMIT OF LIABILITY

CLIENT shall and does hereby agree to indemnify, save harmless and defend ATLAS ENGINEERING from the payment of any sum or sums of money to any person whomsoever on account of claims or suits arising out of injuries to persons, including death, or damage to property caused by CLIENT, his employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense.

ATLAS ENGINEERING shall not be liable for acts or omissions of any third party involved in the services covered by this Agreement or for the failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by ATLAS ENGINEERING. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees or agents.

TERMINATION

In the event of a material breach of this Agreement by a party, the non-breaching party may terminate this Agreement upon seven (7) days written notice. Notwithstanding the foregoing, upon termination by either party, ATLAS ENGINEERING shall be entitled to payment for all services rendered on behalf of CLIENT through the date of termination. Upon termination all sums owing to ATLAS ENGINEERING shall be immediately due and payable.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between CLIENT and ATLAS ENGINEERING and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and ATLAS ENGINEERING. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the CLIENT and ATLAS ENGINEERING.