



**Consultant**

**AES Engineering, Inc.**

350 S. 39th Street  
Boulder, CO 80305

**Client**

**Grace Mar Water Inc.**

510 King Street  
Lafayette, CO 80026

**PROJECT: Precast 20,000 Gal Water Storage Tank**

**1.0 SCOPE OF SERVICES**

Consultant agrees to prepare all engineering documents necessary for Client to purchase and have installed a 20,000 gallon precast concrete storage tank. The project site is on Client's property in the Grace Mar Subdivision, located in unincorporated Boulder County, Colorado. The scope of services is as follows:

- A. Design Survey. A field survey will be performed to collect information about the site. The survey will establish a vertical datum to be used for determining the proper elevation for the new tank in relation to the existing infrastructure. The Client shall be responsible for locating all underground utilities. Once the buried utilities have been identified, AES will add there locations to the design survey information.
- B. Civil Site Plan. A site plan will be developed using the design survey information. To be shown on the plan will be contours, buildings, underground tanks, and existing and proposed piping, approximate locations of electrical and control wiring. All new utilities will be shown with the necessary connections.
- C. Storage Tank Details. Consultant will review the tank manufacture's shop drawings, materials, and fabrication techniques. Consultant will submit comment to the manufacture as is necessary to achieve approval for constructing a storage tank that meets municipal drinking water standards. Consultant will provide the manufacture with a design drawing identifying the materials, locations, and sizes of pipe inlets/outlets, electrical and control conduits, and access points. It shall be the tank manufactures responsibility to provide shop drawings to the Consultant for review of the proper placement of appurtenances and structural reinforcing at these points.
- D. Flow Control Design. The sequence of construction improvements will be to install the tank as Phase I of a two-phase project. In Phase I the tank will be utilized as backup storage to the existing buried steel tank. Specifications and plans will be developed to install temporary control of water levels and flow between tanks.
- E. Design Report. Prepare for the reviewing regulatory agencies a design report complete with plans, specifications and Certification Forms. Consultant will coordinate approval between Colorado Department of Health and Environment and the Boulder County Health Department.

- F. Contract Documents.** Prepare Phase I contract documents including specifications of equipment and materials, agreement form, performance requirements, certificate of insurance, and general conditions of contract.
- G. Construction Review.** Consultant will be onsite to answer questions and review work performed by contractors. Consultant will provide survey control points for horizontal and vertical location of the new tank and associated utilities.

## **2.0 ENGINEERING FEES**

Engineering fees are based on AES' standard rates. Estimated fees budgeted for the Scope of Work are identified as follows:

<b>Description of Services</b>	<b>FEES</b>
A. Design Survey	\$650
B. Civil Site Plan	\$900
C. Storage Tank Details	\$1380
D. Flow Control Design	\$600
E. Design Report	\$920
F. Contract Documents	\$975
G. Construction Review	\$1,650
<b>TOTAL ESTIMATED FEE</b>	<b>\$7,075</b>

Any changes requested or work required that is beyond the reasonable control of AES will be subject to additional charges based on AES' Standard Rates.

Client will be responsible for locating all underground utilities crossing the site, and pay any incidental fees related to advertisements for bids, permits, and licenses required by governmental agencies.

## **3.0 CONSEQUENTIAL DAMAGES**

In no event will AES Engineering, Inc. its officers, employees, or subcontractors be liable for special, indirect, or consequential damages; and in order to protect Consultant against indirect liability or third-party proceedings, Client will indemnify AES for any such loss or damage.

## **4.0 LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the project to both Client and Consultant, the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant shall not exceed 10 percent of the total fee. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consultant and Client have carefully considered and actually negotiated the limitation of liability, and as a result, Consultant and Client expressly consent to the limitation of liability listed above.

**5.0 AUTHORIZATION**

Client and Consultant acknowledge that they are in agreement with the terms and conditions as set forth in this Authorization.

**Client:**  
**Grace Mar Water Inc.**

**Consultant:**  
**AES Engineering, Inc.**

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Paul Haberstroh, President

Date: \_\_\_\_\_

\_\_\_\_\_  
George McCoy, President.

Date: \_\_\_\_\_