

TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 8, SERIES 2012

A RESOLUTION APPROVING THE CONTRACT WITH TST, INC. CONSULTING ENGINEERS TO PROVIDE PROFESSIONAL SERVICES FOR THE TOWN OF TIMNATH TO PROVIDE CONSTRUCTION PLANS, CONSTRUCTION INSPECTION, AND CONSTRUCTION ADMINISTRATION FOR THE RIVERBEND ENTRY ROAD INFRASTRUCTURE.

WHEREAS, the Town of Timnath Town Council wishes to appoint TST, Inc. Consulting Engineers, for professional services relating to the design, construction, and inspection of the Riverbend Entry Road Infrastructure.

WHEREAS, TST, Inc. Consulting Engineers will provide professional services relating to the design, construction and inspection of the Riverbend Entry Road Infrastructure for the Town of Timnath.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO:

Section 1. The Town of Timnath Town Council agrees to contract with TST, Inc. Consulting Engineers, as set forth in EXHIBIT A, attached hereto.

Section 2. Effective Date

This Resolution shall be effective upon March 27, 2012

PASSED, APPROVED AND ADOPTED THIS 27TH DAY OF MARCH, 2012

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, Town Clerk

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF TIMNATH
AND TST, INC. CONSULTING ENGINEERS**

This Professional Services Agreement, hereinafter "Agreement", is made by and between the Town of Timnath, hereinafter the "Town", and the undersigned Consultant, hereinafter the "Consultant", and both collectively referred to from time to time herein as the "Parties".

WHEREAS, the Town desires to retain Consultant for the services as described herein; and

WHEREAS, the Consultant desires to be retained by the Town for the services as described herein.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein, the Parties hereto agree as follows:

1. BASIC TERMS:

A. Name, Address, and Phone Number of the Parties.

a. *Town:*

Town of Timnath
4800 Goodman Street
Timnath, Colorado 80547
Phone: 970-224-3211

b. *Consultant:*

TST, Inc. Consulting Engineers
760 Whalers Way, Bldg. C, Suite 200
Fort Collins, Colorado 80525
Phone: 970-226-0557

B. Scope of Services. The scope of services shall be as set forth in **ATTACHMENT A** to this Agreement.

C. Compensation. The services set forth in this Agreement shall be completed for an amount not to exceed **\$166,700.00**. Not later than the **tenth (10th)** of each **month**, Consultant shall submit an invoice to the Town for the prior month's services.

D. Term. The term commences on the Commencement Date and terminates on

the Termination Date as hereinafter defined.

Notwithstanding anything contained herein to the contrary, and consistent with Article X, Section 20 of the Colorado Constitution, the Town's payment obligations for any renewal term do not constitute a multi-year fiscal obligation of the Town. All financial obligations of the Town under this Agreement are subject to the annual appropriation of sufficient funds for the same by the Timnath Town Council, acting in its sole and exclusive discretion. In the event of non-appropriation, this Agreement shall automatically terminate upon the first day of the fiscal year for which funds are not appropriated and neither Party shall have any continuing obligation to the other under this Agreement except as explicitly provided herein.

E. Commencement Date. The "Commencement Date" is **February 27, 2012** and is when the services described in this Agreement are to commence.

F. Termination Date. The "Termination Date" of this Agreement is upon completion of the construction of the project by others and subsequent completion of the construction related services included herein

G. Approval by the Town Council. This Agreement X is ___ is not (check one) contingent upon and subject to approval by the Town Council. If this Agreement is contingent upon and is subject to approval by the Town Council and such approval is granted after the Commencement Date, the Commencement Date shall be extended until such approval is received and the Termination Date shall be extended to reflect the Term of this Agreement.

H. Termination. Either Party may terminate this Agreement upon **thirty (30) days** written notice to the other.

2. CONSULTANT NOT EMPLOYEE. Consultant is an independent Consultant and not an employee, partner or agent of the Town.

As an Independent Consultant you are not entitled to workers' compensation benefits and that as an Independent Consultant you are obligated to pay federal and state income tax on any moneys earned pursuant to our contract relationship.

The Consultant shall, at all times, be an independent Consultant. The Consultant shall have exclusive domain and control over the activities of its employees, if any, and under no circumstances shall Independent Consultant or Independent Consultant's employees be considered employees or agents of the Town.

3. INDEMNIFICATION. Consultant shall defend, release, indemnify and save and hold harmless the Town, its officers, agents and employees from and against: (1) any and all damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of the Town) and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness

fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theory(ies) upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers' compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortious or negligent actions or omissions of Consultant in connection with Consultant's operations or performance herewith or Consultant's use or occupancy of real or personal property hereunder, including tortious or negligent acts or omissions of employees, agents, or representatives of Consultant; provided however, that Consultant need not indemnify the Town or its officers, agents and employees from damages proximately caused by and apportioned to the negligence of the Town's officers, agents and employees.

This indemnity shall also extend to the Town's defense costs, in the event that the Town, in its sole discretion elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by Consultant to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Consultant under the terms of this indemnification obligation. Consultant shall obtain, at its own expense, any additional insurance that Consultant deems necessary for the Town's protection in the performance of this Agreement.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the Town under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et. seq.).

4. CONSULTANT LICENSE, EXPERTISE AND INSURANCE. Town has selected Consultant because of Consultant's special training, education and expertise to provide the services identified herein. Consultant shall maintain general liability insurance, at its expense, in an amount of at least **\$1,000,000.00** and insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from.

Any such insurance shall name the Town of Timnath as an additional insured. The Consultant shall deliver to the Town at the time of entering into this contract copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to the Town. No policy shall be cancelable or subject to reduction of coverage except after twenty (20) days prior written notice to the Town. All such policies shall be written as primary policies not contributing with and not in excess of coverage which the Town may carry.

The work performed by Consultant under this Agreement shall be consistent with

the highest professional standards of the Denver Metropolitan and Colorado Front Range areas. Consultant shall maintain such licenses as may be necessary to provide the services set forth in this Agreement. Consultant shall also maintain Errors and Omissions Insurance for an amount of no less than \$1,000,000.00.

5. DOCUMENTS. All documents prepared or furnished by Consultant (and independent professional associates and sub consultants) pursuant to this Agreement shall be the property of the Town. In addition, the Town shall have access to Consultant's financial records for the purposes of audit. Such records shall be complete and available for audit for **ninety (90) days** after final payment under this Agreement and shall be retained and available for audit purposes for at least **five (5) years** after final payment hereunder.

6. TABOR. Colorado Constitution, Article X, Section 20. Notwithstanding other provisions in this Agreement to the contrary, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR").

a. The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.

b. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding **December 31**.

c. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law.

d. Notwithstanding any other provision of this Agreement concerning termination, upon the Town's failure to appropriate such funds, the Agreement shall automatically terminate.

7. CONFIDENTIALITY. The Parties agree that Consultant will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Consultant agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized Town official, or pursuant to a proper request under the Colorado Open Records Act, C. R. S. § 24-72-101, et. seq., to which the authorized Town official has confirmed it is appropriate for Consultant to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.

8. ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES. "E-verify program" as used herein means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program. "Department" as used herein means the department of labor and employment. "Department program" as used herein means the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).

(1) The undersigned on behalf of the Consultant certifies that, at the time of this certification and the execution of this Agreement, the Consultant does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Consultant will participate in the e-verify program, pursuant C.R.S. § 8-17.5.101 or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(2)(a) The Consultant shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this Agreement for services; or

(II) Enter into a contract with a subConsultant that fails to certify to the Consultant that the subConsultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(b) In addition:

(I) The Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program;

(II) The Consultant is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;

(III) If the Consultant obtains actual knowledge that a subConsultant performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Consultant shall be required to:

(A) Notify the subConsultant and the Town within **three (3) days** that the Consultant has actual knowledge that the subConsultant is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subConsultant if within **three (3) days** of receiving the notice the subConsultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subConsultant if during such **three (3) days** the subConsultant provides information to establish that the subConsultant has not knowingly employed or contracted with an illegal alien;

(IV) The Consultant shall comply with any reasonable request by the Department of Labor and Employment (Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5.102(5).

(3) If the Consultant breaches this **Section 8**, the Town may terminate this Agreement for breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the Town.

(4) The Consultant shall, within **twenty (20) days** after hiring an employee who is newly hired for employment to perform work under this Agreement, affirm that the Consultant has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. The Consultant shall provide a written, notarized copy of the affirmation to the Town.

(5) If the Consultant has not accepted into the department program prior to entering into this Agreement, the Consultant shall apply to participate in the Program every **three (3) months** until the Consultant is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the department program is discontinued.

9. MISCELLANEOUS.

A. Severability/Governing Law. This Agreement is to be governed and construed according to the laws of the State of Colorado with venue of any litigation to be in Larimer County. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

B. Entire Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties hereto or displayed by Town to Consultant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement is and shall be considered to be

the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included herein. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest.

C. Waiver and Modification. The waiver by Town of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of services hereunder by Town shall not be deemed to be a waiver of any preceding breach by Consultant of any term, covenant or condition of this Agreement. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision hereof. If this Agreement is contingent upon approval by the Town Council, it is expressly agreed that, except as may otherwise be provided by applicable statute or ordinance, no official of the Town has the authority to waive or modify any provision of this Agreement without formal approval of the Town Council.

D. Headings. The headings and titles in this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

E. Time. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

F. Corporate Authority. If Consultant is a corporation, an LLC, an LLP, a limited partnership, a general partnership, an LLLP, or other non-natural entity, each individual executing this Agreement on behalf of said entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with a duly adopted resolution of the board of directors, partners, or members of said entity or in accordance with the governing documents of said entity, and that this Agreement is binding upon said entity in accordance with its terms.

G. Notices. Any notice or other communication given by any of the Parties hereto to another relating to this Agreement shall be in writing and shall be deemed to have been duly given:

a. On the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified in **Section 1**, above;

b. On the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified in **Section 1**, above; or

c. Within **twenty-four (24) hours** after deposit with a nationally

recognized overnight courier or messenger service, properly addressed as specified in **Section 1**, above.

Either party may change such address by **fifteen (15) days** written notice to the other provided; however, the Parties may not designate more than one place and address to receive notices as provided in this Agreement.

H. NON-ASSIGNMENT. This Agreement is an agreement for services by which Consultant was selected for Consultant's special expertise. This Agreement may not be assigned by either Party.

I. LAWFUL PRESENCE AFFIDAVIT. If a natural person, the undersigned shall complete the attached Lawful Presence Affidavit, **ATTACHMENT B**.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the 27 day of March, 2012.

TOWN OF TIMNATH

By: Jill Grossman-Belisle
Jill Grossman-Belisle

Title: Town Mayor

ATTEST:

Milissa Peters
Milissa Peters, Town Clerk

CONSULTANT:

TST, Inc. Consulting Engineers

By: [Signature]

Title: President

APPROVED AS TO FORM:

Gary White

Title: Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing **Professional Services Agreement** was acknowledged before me this _____ day of _____, 20____ by Jill Grossman-Belisle as the **Mayor** of the **Town of Timnath**.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Address

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing **Professional Services Agreement** was acknowledged before me this 9th day of March, 2012 by Donald N. Taranto as the President of **Consultant**.

Witness my hand and official seal.

My commission expires: 7/9/15

Hutchins, George
Notary Public

1907 Valley Forge Ave
Fork Collins, CO 80526
Address



ATTACHMENT A
(Scope of Services)

ATTACHMENT A

TOWN OF TIMNATH PROFESSIONAL SERVICES AGREEMENT

RIVERBEND ENTRY ROAD INFRASTRUCTURE FINAL CONSTRUCTION PLANS, CONSTRUCTION INSPECTION AND CONSTRUCTION ADMINISTRATION SERVICES

Project No. 0879.0004.00, 0879.0004.01 & 0879.0004.02

SECTION 1 - Basic Services

For the purposes of this *AGREEMENT*, the Basic Services shall include professional civil engineering design and associated surveying services for the preparation of Final Construction Documents and Specifications for the ultimate roadway improvements of yet to be named entry road for the Riverbend Development, beginning at the south side of Harmony Road, inclusive a one (2) Round a Bouts, and ending approximately 1200 feet south. The Final Construction Documents will consist of one construction plan set with the required design improvements and details for bidding and constructing the improvements. Specific tasks to be performed shall be:

1.1 FINAL CONSTRUCTION PLANS (PN 0879.0004.00)

1.1.1 Base Topography and Existing Utility Locates

TST will prepare base mapping of the project area and collect information regarding the existing property and facilities adjacent to the area of the work. Existing conditions in the project area will be assessed both on and below the surface. This effort shall include:

- Using conventional and GPS survey equipment; TST will collect topography, property corners, and utility location information for the project site to prepare base information for the construction plans. Existing digital aerial photography, planimetrics, and topography will supplement the collected information from the field.
- Existing utilities, drainage structures, irrigation facilities, and miscellaneous facilities will be located and evaluated. Property ownership information will be gathered reflecting all properties, easements and right-of-ways potentially affected by the proposed project.

1.1.2 Final Design and Construction Plans

TST will develop final construction plans per the approved roadway alignment for the Riverbend Entry Road from Harmony Road south approximately 1200 feet. The specific work products will be as follows:

- Cover Sheet and General Notes
- Demolition Plan
- Grading Plan
- Erosion Control Plan
- Waterline Plan and Profile (looped to CR 3F)
- Sanitary Sewer Plan and Profile
- Storm Sewer Plan and Profile
- Street Plan and Profile including temporary detour to CR 3F
- Round a Bout Design and Plans for the first Round a Bout
- Intersection Detail Plans for Harmony Road
- Temporary Accel/Decel Lane Design to tie to 2 lane Harmony (if needed)

- Signing and Striping Plans (Entry Road, Round a Bout, Harmony temp accel/decel)
- Cross Sections (Every 50')
- Construction Details as needed
- Landscape Plan (median only)
- The intersection of Harmony Road and the Entry Road will be coordinated with the design plans for Harmony Phase 2 being completed by Interwest Consulting Group under separate contract with the Town. Temporary accel/decel lanes for Harmony will be designed if the widening of Harmony Road is delayed.
- TST will provide a disk of the Final Design in an AutoCAD format.
- An Opinion of Probable Construction Cost will be provided.
- It is recognized that in performing its services, including but not limited to the identification, location and evaluation of existing facilities and property ownership rights TST will rely on records, documentation and observations, some of which may not be capable of confirmation without expending substantial sums of money and/or destroying or damaging serviceable facilities or structures. Accordingly, TST shall not be liable for any, loss, damage, cost or expense resulting from actual conditions which differ from the records, documents and observations relied upon by TST unless and to the extent such loss, damage, cost or expense is directly attributable to TST's sole negligence.

1.2 FINAL CONSTRUCTION PLANS FOR SECOND ROUND A BOUT (PN 0879.0004.00)

1.2.1 Final Design and Construction Plans

TST will develop final construction plans for the second round a bout for the purpose of bidding this work as an alternative addition to the construction. The specific work products will be as follows:

- Round a Bout Design and Plans for the second Round a Bout
- Signing and Striping Plans (Round a Bout)
- Construction Details as needed
- Landscape Plan (median only)
- TST will provide a disk of the Final Design in an AutoCAD format.
- An Opinion of Probable Construction Cost will be provided.
- It is recognized that in performing its services, including but not limited to the identification, location and evaluation of existing facilities and property ownership rights TST will rely on records, documentation and observations, some of which may not be capable of confirmation without expending substantial sums of money and/or destroying or damaging serviceable facilities or structures. Accordingly, TST shall not be liable for any, loss, damage, cost or expense resulting from actual conditions which differ from the records, documents and observations relied upon by TST unless and to the extent such loss, damage, cost or expense is directly attributable to TST's sole negligence.

1.3 MEETINGS, COORDINATION AND REIMBURSABLES (PN0879.0004.00)

During the design portion of the project, meeting and coordination efforts will be required. We anticipate the following meetings and coordination efforts needed to support the design and approval of the construction plans.

- TST will meet and coordinate with Town Staff and its consultants, as well as with CDOT, FCLWD, SFCSD and other jurisdictions as needed.
- Coordination efforts associated with property owner coordination and potential easement acquisitions.
- Coordination efforts with utility companies, ditch companies and other affected entities within the project limits.
- Once the existing utilities have been identified and conflicts have been identified, coordination of potholing the existing utilities will be provided. (Potholing will be provided by others and is not a part of this agreement).

- Reimbursable items including mileage, reproduction, postage and miscellaneous costs associated with the above described services will be provided.

1.4 BID DOCUMENTS AND BIDDING SERVICES (PN 0879.0004.01)

TST will prepare bid documents and provide services for successful bidding and determination of selected contractor. The following services will be provided:

- Contract documents will be developed to create a comprehensive bidding document.
- Technical specifications will be developed utilizing the CSI format.
- Prepare Request for Proposal for advertisement.
- Provide copies of construction plans and specifications to contractors and bidders during the bidding process.
- Address and resolve any issues or question that may arise during the bidding process.
- Prepare Addenda as needed for clarification.
- After bids have been received, TST will evaluate all bids and make a recommendation to the Town relative to award of the construction contract.

1.5 CONSTRUCTION INSPECTION AND ADMINISTRATION SERVICES (PN 0879.0004.02)

1.5.1 Construction Inspection

TST will provide staff to perform general construction observation, and inspection of roadway, drainage, waterline, and sewer line installation and other work performed in association with the construction of the Entry Road project. These services are anticipated to average 16 hours per week for the anticipated 16 week construction period. The duties and responsibilities are as follows:

1. Schedules:
Review the progress schedule, schedule of Shop Drawing submittals, schedule of values and other schedules prepared by Contractor.
2. Conferences and meetings:
Attend meetings with Contractor, such as pre-construction conferences, progress meetings and other job conferences and other project related meetings with adjacent property owners and construction activities.
3. Liaison:
 - a. Work principally with Contractor's superintendent to assist him in understanding the intent of the Contract Documents. Serving as TOWN's liaison with Contractor when Contractor's operations affect TOWN's on-site operations.
 - b. Assist in obtaining from TOWN additional details or information, when required for proper execution of the Work and coordinate with adjacent property owners and other construction activities.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples
 - b. Receive samples which are furnished at the site by Contractor for TST's review.
 - c. Advise Contractor of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by TST.
 - d. Shop drawings will be approved by TST.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress in determining that the Work is proceeding in accordance with the Contract Documents.

- b. Report to TOWN whenever any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise the TOWN when Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in presence of the appropriate personnel, and that Contractor maintains adequate records thereof; observe, record and report to TST appropriate details relative to the test procedures and start-ups.
 - d. Accompany visitors representing public or other agencies having jurisdiction over the Project.

- 6. Interpretation of Contract Documents:
Provide clarifications and interpretations of the Contract Documents to Contractor.

- 7. Modifications:
Consider and evaluate Contractor's suggestions for modification in Drawings or Specifications and report with his recommendations to TOWN. Transmit to Contractor decisions issued by TST.

- 8. Records:
 - a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Agreement, TST's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
 - b. Keep periodic daily and weekly report forms, as required, recording hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; provide copies to Town.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of equipment and materials.
 - d. Provide complete copies of all records to TOWN at completion of project and furnish individual records to TOWN upon request by TOWN or as needed.

- 9. Reports:
 - a. Furnish periodic reports, as required of the progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
 - b. Consult with TOWN in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to TOWN Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to TOWN upon the occurrence of any accident.

- 10. Certificates, Maintenance and Operation Manuals:
During the Course of Work verify that certifications, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to TST for review and forwarding to TOWN prior to final payment of the Work.

- 11. Completion:
 - a. Before TST issues a Certificate of Substantial Completion, meet with TOWN, then submit to Contractor a list of observed items requiring correction or completion.

- b. Conduct final inspection in the company of TST, TOWN and Contractor and prepare a final list of items to be corrected or completed.
- c. Observe that all items on final list have been corrected or completed and make recommendations to TST and TOWN concerning acceptance.

12. Limitation of Authority:

TST will not:

- a. Authorize any deviations from the Contract Documents or accept any substitute materials or equipment, unless authorized by the TOWN.
- b. Exceed limitations of TST's authority as set forth in the Contract Documents.
- c. Undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
- d. Advise on, or issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures for construction unless such is specifically called for in the Contract Documents.
- e. Advise on or issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- f. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- g. Authorize TOWN to occupy the Work in whole or in part.
- h. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by TOWN.

TST will provide inspections of adequate detail to determine that the work generally complies with the approved construction plans, standards and criteria, and general construction practices and standards. TST will work with the contractors and geotechnical consultants to ensure that all necessary tests are performed and properly reported (trench backfill and compaction, street subgrade preparation/proof rolls, asphalt placement and compaction, concrete forms/reinforcement/ placement and strength testing, welding, etc...). TST will be present for potable water line pressure and leak tests, chlorination, and bacteriological test sampling as well as sanitary sewer line and manhole testing.

1.5.2 Construction Administration Services

1.2.1 TST will provide certain services related to management and administration of the Entry Road project, anticipating an average of 5 hours per week for the anticipated 16 week construction period, including:

- A. Facilitation and coordination of a pre-construction conference.
- B. Payment Requests:
 - i. Review applications for payment with Contractor and TOWN for compliance with the established procedure for their submission and forward with recommendations to TST, noting particularly the relationship of the payment request to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 - ii. TST will process pay applications with cut-off date for each month falling on the last Friday of every month. TST will prepare pay applications and present recommendation to TOWN in a timely manner.
 - iii. TST will prepare change orders and submit to TOWN with recommendations regarding payment.
 - iv. TST will not be responsible for delivery of payment from TOWN to CONTRACTOR.
- C. Coordination with TOWN's other consultants and suppliers for services to be provided in conjunction with work related to the project.
- D. Provide TOWN with weekly status reports and copies of any records kept according to Section 1.5.1 Construction Inspection upon TOWN's request.

The following is not included in the aforementioned scope of services:

Processing of applications, application fees, tree mitigation plan, hydro-zone plan, irrigation plans, sign design, shallow utilities, photometric plan, geotechnical investigation, TIS, potholing of existing utilities and construction surveying, unless otherwise noted above.

SECTION 2 - Additional Services

Services not contemplated in Section 1, may be required as the project progresses. If such work shall become known to TST, the scope of additional services shall be defined and authorized by the TOWN, or TOWN's representative. A change order to the AGREEMENT will be prepared and presented to the TOWN. Descriptions of additional services, compensation, and period-of-services adjustments will be presented in the change order.

When authorized by the TOWN, or TOWN's representative, TST shall furnish Additional Services which are not included in the Basic Services described in Section 1, which include but are not limited to the following:

- 2.1 Services resulting from significant changes in the project including, but not limited to, changes in size, complexity, TOWN's schedule, significant changes required by others, and/or revisions due to causes beyond TST's control.

SECTION 3 - Period of Service

The period of service for this work shall commence upon the signing of this contract by the TOWN and shall end upon completion of all Basic Services. Work shall progress in a timely manner to support the schedule established by the TOWN and TST.

SECTION 4 - Compensation

4.1 Methods of Payment for Services and Expenses of TST

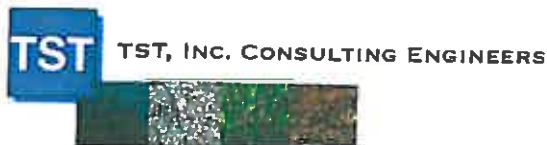
4.1.1 TOWN shall pay TST for basic services rendered under Section 1 as follows:

- 4.1.1.1 Basic Services (Section 1.1, Final Construction Plans) will be provided for a lump sum fee of \$83,200.00.
- 4.1.1.2 Basic Services (Section 1.2, Final Construction Plans for Second Round a Bout) will be provided for a lump sum fee of \$15,900.00.
- 4.1.1.3 Basic Services (Section 1.3, Meetings, Coordination and Reimbursables) will be provided for on an hourly plus expenses basis according to the current schedule of fees (attached as Exhibit A), not to exceed \$10,900.00 without prior authorization.
- 4.1.1.4 Basic Services (Section 1.4, Bid Documents and Bidding Services) will be provided for on an hourly plus expenses basis according to the current schedule of fees (attached as Exhibit A), not to exceed \$15,200.00 without prior authorization.
- 4.1.1.5 Basic Services (Section 1.5, Construction Inspection and Administration Services) will be provided for on an hourly plus expenses basis according to the current schedule of fees (attached as Exhibit A), not to exceed \$41,500.00 without prior authorization.

TOTAL FEE FOR BASIC SERVICES IS \$166,700.00.

4.1.2 TOWN shall pay TST for additional services rendered under Section 2 as follows:

- 4.1.2.1 Additional Services (Section 2) will be provided for on an hourly plus expenses basis according to the current schedule of fees (attached as Exhibit A).



TST, INC. reviews scheduled fees on an annual basis. New schedules are issued as warranted, but no more than once annually. Charges for all work including continuing projects will be based on the new Schedule of Fees.

PERSONNEL CHARGES

Personnel charges are for technical work not covered by lump sum fee agreements. Personnel are assigned to various tasks based on the skills necessary to perform the required services. Charges may also be incurred for word processing, report preparation, and Client requested accounting.

ENGINEERS	\$ Hourly Rates
Design Engineer	70 - 90
Project Engineer	80 - 105
Senior Engineer	95 - 115
Senior Technical Leader	105 - 150
Principal Engineer	130 - 165
 LANDSCAPE ARCHITECTS/PLANNERS	
Design Landscape Architect/Planner	70 - 90
Project Landscape Architect/Planner	90 - 120
Senior Technical Leader	110 - 150
 DESIGNERS	
CAD Technician	60 - 70
Designer	70 - 85
Senior Designer	85 - 100
 LAND SURVEYORS	
Field Surveyor	50 - 80
Licensed Surveyor	75 - 115
Senior Technical Leader	100 - 125
1 Man Crew	95 - 110
2 Man Crew	105 - 138
3 Man Crew	150 - 165
 PROJECT LEADERS	
Project Leader	100 - 120
Senior Project Leader	100 - 140
 CONSTRUCTION MANAGEMENT	
Construction Inspector	60 - 80
Construction Administrator	65 - 85
Senior Construction Administrator	80 - 105
 ADMINISTRATION	
Administrative	50 - 60
Project Accountant	85 - 110

REIMBURSABLE EXPENSES

Outside consultants and expenses will be charged at cost plus 10 percent (10%). Automobiles will be charged at \$0.60 per mile. Prints are \$0.25 per square foot, mylars are \$1.25 per square foot, and color plots are \$5.00 per square foot.





TST, INC. CONSULTING ENGINEERS

TOWN OF TIMNATH - RIVERBEND ENTRY ROAD INFRASTRUCTURE

Anticipated Design and Construction Schedule

February 21, 2012

Item	Duration	Dates	March	April	May	June	July	August	September	October	
Construction Plan and Bid Document prep	10 weeks	2/27 - 5/4	[Gantt bar spanning March, April, and May]								
Bid and Award	6 weeks	5/7 - 6/15	[Gantt bar spanning late May and June]								
Construction (not including winter weather)	16 weeks	6/18 - 10/5	[Gantt bar spanning June, July, August, and September]								