

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 18, SERIES 2015**

**A RESOLUTION APPROVING PROFESSIONAL SERVICES
AGREEMENT WITH INTERWEST CONSULTING GROUP**

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is the Professional Services Agreement Between the Town of Timnath and Interwest Consulting Group (the “Agreement”); and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval

The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MARCH 24, 2015.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, Town Clerk



EXHIBIT A

AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF TIMNATH
AND INTERWEST CONSULTING GROUP**

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

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

WHEREAS, the Contractor 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. *Contractor:*

Interwest Consulting Group
1218 W. Ash, Ste. C
Windsor, CO 80550
Phone: 970-674-3300

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 **\$175,200**. Not later than the **tenth (10th) of each month**, Contractor 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 March 30, 2015 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 provided services.

G. Approval by the Town Council. This Agreement X is is not 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. CONTRACTOR NOT EMPLOYEE. Contractor is an independent contractor and not an employee, partner or agent of the Town.

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

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

3. INDEMNIFICATION. Contractor 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 Contractor in connection with Contractor's operations or performance herewith or Contractor's use or occupancy of real or personal property hereunder, including tortious or negligent acts or omissions of employees, agents, or representatives of Contractor; provided however, that Contractor 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 Contractor 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 Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor 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. CONTRACTOR LICENSE, EXPERTISE AND INSURANCE. Town has selected Contractor because of Contractor's special training, education and expertise to provide the services identified herein. Contractor 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 Contractor 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 Contractor under this Agreement shall be consistent with the highest professional standards of the Denver Metropolitan and Colorado Front Range areas. Contractor shall maintain such licenses as may be necessary to provide the services set forth in this Agreement.

5. DOCUMENTS. All documents prepared or furnished by Contractor (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 Contractor'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 Contractor will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor 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 Contractor 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 Contractor certifies that, at the time of this certification and the execution of this Agreement, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor 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 Contractor 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 subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(b) In addition:

(I) The Contractor 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 Contractor 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 Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

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

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

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

(4) The Contractor shall, within **twenty (20) days** after hiring an employee who is newly hired for employment to perform work under this Agreement, affirm that the

Contractor 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 Contractor shall provide a written, notarized copy of the affirmation to the Town.

(5) If the Contractor has not accepted into the department program prior to entering into this Agreement, the Contractor shall apply to participate in the Program every **three (3) months** until the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor was selected for Contractor'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**.

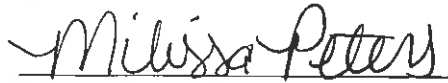


IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the 24th ~~20th~~ day of March, 2015.

TOWN OF TIMNATH

By: 
Jill Grossman-Belisle, Mayor

ATTEST:


Milissa Peters, Town Clerk

CONTRACTOR:

Interwest Consulting Group

By: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the
24th ~~23rd~~ day of March, 2015.

TOWN OF TIMNATH

By: Jill Grossman-Belisle
Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters
Milissa Peters, Town Clerk

CONTRACTOR:

Interwest Consulting Group

By: Michael

Title: PROJECT MANAGER

ATTACHMENT A
(Scope of Services)





February 25, 2015

Mr. Eric Fuhrman, PE
Mr. Steve Humann, PE
TST Inc. Consulting Engineers (for the Town of Timnath, Colorado)
748 Whalers Way, Building D
Fort Collins, Colorado 80525

**RE: Proposal for Final Design Services for the Harmony Road Phase 3 Widening Project,
Timnath, Colorado**

Dear Eric and Steve,

We appreciate the opportunity to present Interwest's proposal for final design services for the Harmony Road Phase 3 Widening Project. We propose to team with the same consultants who worked with us on this project in 2007 and 2008 and to hold the majority of the design shown on the 80% plans dated July, 2008.

Attached you will find our scope of services and estimated project man hour breakdown with hourly rates and fee.

Once given notice to proceed, we estimate that it will take 12 weeks to review and update the 80% plans with the changes that have been directed by the Town and to come to a decision on the TROC crossing. It will then take another 16 weeks to prepare the 100% plans and specifications for review.

We currently anticipate that the time required for Great Western Railroad, Ditch Company and City of Greeley Water review and coordination as well as property owner negotiations will control the schedule of the project. As the Town Engineer, we are assuming TST will be leading these negotiations with the assistance of Interwest.

If you should have any further questions, please call me at 970-674-3300 ext. 102.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Oberlander".

Mike Oberlander, PE, LEED AP
Project Manager



SCOPE OF SERVICES – HARMONY ROAD PHASE 3

Interwest Consulting Group will lead a team of professionals to complete the plans required for the Harmony Road Phase 3 Widening Project. The design prepared from 2007 through 2008 will be used as a starting point for the new project, but there will be modifications to the design based on utility issues, project budget, and other direction from the Town staff. The limits of the project are from the Railroad Right of Way to County Road 1 (1.5 miles).

The project will have no federal funding and will be prepared on 24"x36" sheets. The intent of the project is to utilize the 2008 centerline alignment and profile. The following major changes to the 2008 plans have been directed by the Town:

1. Timnath Landing (formally Timnath Farms North) has a new street connection location for inclusion in the plans. The drive into Walker Manufacturing will need to be redesigned to this location.
2. The 100-year flow in the Timnath Reservoir Outlet Canal (TROC) will be reduced to 1,420 cfs with proposed Box Elder Creek upstream improvements. There will no longer be a FEMA floodplain in the project area. The TROC crossing structure will be reevaluated and at the Town's request, redesigned with a smaller conveyance area.
3. Curb and gutter will be removed from the roadway section with the possible exception of the Timnath Landing frontage. The 4-lane roadway is an interim section, so the curb that was previously proposed was a "throwaway" section. Roadside ditches will not be necessary on the majority of the project as the road is above the adjacent ground.

Scope of Services

Task 1 – Legal Descriptions: King Surveyors has prepared the Right of Way legal descriptions for the Simplot and Hill properties. We anticipate seven (7) additional legals for this phase of the project. One (1) ROW legal will be prepared for all of the Walker Manufacturing parcels. A utility easement and temporary easement will also be prepared. Utility and temporary easements will also be drafted for Simplot and Hill. It is assumed that no temporary easements will be needed along Timnath Landing, Harmony Subdivision, or Timnath Farms North.

Fee: \$5,000

Task 2 – Miscellaneous Survey: King Surveyors will provide additional survey as necessary. This would include new topographic survey at the new Walker Manufacturing Drive, the new signal at Three Bells, stakeout of proposed right of way, etc. Four days of field work and associated office work are assumed in this budget.

Fee: \$6,800

Task 3 – Assess TROC Structure Design: Loris Associates (LORIS) and Interwest will revisit the 2007 design and look at what options are available for a two cell, M Standard box culvert rather than the three cell previously designed. Time for Interwest for this task is included in Task 5.

Fee: \$1,000

Task 4 – Final Structural Engineering: Loris and Associates will complete plans for both structures (TROC and Lake Canal) based on the modifications determined in tasks 3 and 5. The structures will be designed with CDOT Type 3-M rails on the headwalls or some other CDOT standard rail. The Town will direct the finish on the box culvert and if a conduit and junction boxes are desired to be cast into the box culvert for future lighting, the specifications will be provided by the Town. This task includes 100% plans, specifications and estimated quantities.

The following items are not included at this time and can be added at the direction of the Town:

- Decorative Rails
- Urban Design (columns, etc.)
- Final Trail Design including sump pump
- Electrical Design of lighting and sump pump

Fee: \$21,000

Task 5 – Revised 80% Plans with 2014 Modifications: The first step with the design of Phase 3 will be to update the existing 80% plan set to incorporate the following items:

- Phase 2 Construction
- Changes to the intersection at Timnath Landing
- Changes to the curb configuration
- New TROC Structure (or adjustments to the existing design layout)

This update to the plans will also include an updated engineer's estimate with revised quantities and more recent unit prices. This set will be used for utility and property owner coordination throughout the corridor and will be reviewed by the Town prior to commencing the 100% design plans.

Fee: \$25,800

Task 6 – Drainage Report Addendum: Interwest will prepare an addendum for the existing drainage report discussing the new design flow at TROC and the interim condition of the roadway (without curb and gutter). All curb inlets currently in the plans will be removed, or shown as "future" in the 6-lane location. Discussions related to erosion control will also be modified as the drainage off of the section will be different without curb and gutter.

Fee: \$6,300

Task 7 – 100% Roadway Plans: Interwest will prepare the final roadway plans for construction. The plan set will include:

1. Cover
2. General Notes
3. Typical Sections
4. Summary of Approximate Quantities
5. Survey Control Plan
6. Boring Log Sheet
7. Pothole Map
8. Removal / Relocation Plans

9. Street Plan and Profiles
10. Median Plan and Profiles
11. Grading Plan (Including detailed grading of intersection)
12. Erosion Control Plan
13. Signing and Striping Plans
14. Cross Sections
15. Construction Phasing Diagrams
16. Construction Details

It is assumed that WL will be retained to provide signal plans for Three Bells and Club Drive. The layout of the signals will be coordinated by Interwest. Signals will not be bid with the plans. Landscape and irrigation design is not presently in the project scope. Interwest will provide conduit to the medians at locations specified by the Town.

Fee: \$43,800

Task 8 – Specifications: Interwest will provide Project Special Provisions for the project. These will be a modified CDOT format or a format previously used by the Town for non-federal work. Larimer County Urban Area Street Standards will guide the majority of the construction. We will work with the Town to find an appropriate template for this task.

Fee: \$11,200

Task 9 – Engineer’s Quantities and Cost Estimate: Interwest will prepare quantities and a cost estimate for the 100% plans. This will be used for the bid tab if the project in whole goes out to bid.

Fee: \$16,200

Task 10 – Agency Coordination: Interwest will work with the Town to coordinate with utility providers in the area, the railroad, adjacent developments and undeveloped parcel owners throughout the project. Our experience is that the Town will need to take the lead on any discussions related to cost, acquisition or relocations as any agreement with an agency or owner will be with the Town and not with Interwest.

Fee: \$13,300

Task 11 – Project Management and Meetings: Interwest will manage the work to be completed by LORIS and King throughout the project and coordinate the plans, specs, etc. It is assumed that regular project meetings will be necessary throughout the design process. This fee also includes time for QA/QC of the plans and documents.

Fee: \$18,400

Task 12 – Bidding Assistance / Addenda: Interwest will be available to the Town throughout the bidding of the project. This will include attending the prebid meeting, answering any contractor questions, preparing addenda, and reviewing contractor bids.

Fee: \$6,400

Total proposed fee: \$175,200

Deliverables

- Legal Descriptions (7) – pdf and hard copy
- 80% Plan Update – pdf and 1 paper copy (24"x36")
- Drainage Report Addendum – pdf and 3 copies
- Bid (100%) Plans & Specifications – pdf, CAD, 1 paper set and 1 mylar
- Engineer's Quantities and Cost Estimate – pdf and 3 copies

Construction Administration

Our Team is experienced in the Construction Administration of roadway projects such as this. Should the Town desire to extend the contract with the Interwest Team for Construction Administration services, we are prepared and agreeable to provide said services. Fees for services during the Construction Phase of the project have not been included; however, a detailed scope and fee will be prepared at such time as said services are requested.

Construction Phasing

It is unknown at this time if adequate construction funds are available for the entire project. If phasing of the project is necessary, the 100% plans will be revised appropriately with a contract amendment to the base scope.

Assumptions and Exclusions

1. The project will be designed for a single phase of construction.
2. The project will end at the County Road 1 intersection. Property acquisition and widening east of the intersection will be provided by the Town of Windsor.
3. The TROC crossing will be analyzed using culvert and open channel calculators, no HEC model will be required.
4. Room will be reserved for a future pedestrian underpass in the TROC crossing. The pedestrian trail, lighting, pumping, etc. will not be designed at this time.
5. The Town will ultimately be responsible for negotiations with ditch companies, utility providers, the railroad and adjacent property owners. Interwest will support these negotiations throughout.

Items required for the project, but not included in this contract:

Environmental Clearances (not in this contract)

No clearance actions are anticipated.

Geotechnical Investigation and Pavement Design (not in this contract)

Earth Engineering completed a geotechnical report for the project in 2008. We intend on using this report without further modification unless otherwise directed by the Town.

Traffic Study Update (not in this contract)

Delich and Associates prepared a traffic summary dated March 6, 2008 solely for the purpose of sizing auxiliary lanes for the project. We will continue to use this document unless otherwise directed by the Town. It is likely that the Harmony development will request a ¾ movement into their west access which may alleviate the need for the very long left turn lane at Club Drive. Interwest will work with the Town to bring this to a conclusion with the 80% plan effort. We do not anticipate needing a traffic engineer for this project.

Utility Potholes (not in this contract)

Colorado Boring Company provided extensive potholing during the initial design of this project. We do not anticipate that additional potholes will be required unless significant changes to the design are necessary.

Property Acquisition (not in this contract)

The Town will provide all services associated with negotiation and acquisition of Right of Way and easements. This includes providing title work, appraisals, and land acquisition services.

Open Houses and Community Outreach (not in this contract)

Interwest is available to assist with City meetings as required, but no formal public outreach is proposed with this contract. If these services are required, please let us know and we will revise this agreement.

**Harmony Road Phase 3 Widening Project
Engineering Fee Estimate - 2/25/2015**

TASK	Interwest Consulting Group				King Surveyors	Loris Associates	Labor Cost Per Task	Estimated Reimbursables	Total Cost Per Task
	Project Manager	Sr. Project Engineer	Project Engineer	CAD Technician					
	\$115.00	\$105.00	\$100.00	\$85.00					
PHASE 3 DESIGN									
1					\$ 5,000.00		\$ 5,000.00		\$ 5,000.00
2					\$ 6,800.00		\$ 6,800.00		\$ 6,800.00
3						\$ 800.00	\$ 800.00	\$ 200.00	\$ 1,000.00
4						\$ 20,000.00	\$ 20,000.00	\$ 1,000.00	\$ 21,000.00
5	60	80	100				\$ 25,300.00	\$ 500.00	\$ 25,800.00
6	20		40				\$ 6,300.00		\$ 6,300.00
7	60	120	160	80			\$ 42,300.00	\$ 1,500.00	\$ 43,800.00
8	20	80					\$ 10,700.00	\$ 500.00	\$ 11,200.00
9	20	40	80	20			\$ 16,200.00		\$ 16,200.00
10	80	20	20				\$ 13,300.00		\$ 13,300.00
11	120	20	20				\$ 17,900.00	\$ 500.00	\$ 18,400.00
12	20	20	20				\$ 6,400.00		\$ 6,400.00
							\$ -		\$ -
	400	380	440	100	\$ 11,800.00	\$ 20,800.00	\$ 171,000.00	\$ 4,200.00	\$ 175,200.00
TOTAL FINAL DESIGN (FOR)									