TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 77, SERIES 2016

A RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
AYRES ASSOCIATES FOR THE STORMWATER MASTER PLAN

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 Ayres Associates (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 SEPTEMBER 13, 2016.

TOWN OF TIMNATH, COLORADO

[Signature]
Bryan Voronin, Mayor Pro Tem

ATTEST:

[Signature]
Milissa Peters, CMC
Town Clerk
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF TIMNATH
AND AYRES ASSOCIATES

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:

      Ayres Associates
      3665 John F Kennedy Pkwy
      Fort Collins, CO 80525
      Phone: 970-223-5556

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 $90,470. 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 September 13, 2016 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 scope of services.

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. 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, expect 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 ____ day of ________________, 20____.

TOWN OF TIMNATH

By: ____________________________
Bryan Voronin, Mayor Pro Tem

ATTEST:

______________________________
Milissa Peters, Town Clerk

CONTRACTOR:

Ayres Associates

By: ____________________________

Title: __________________________

STATE OF COLORADO )
 ) ss.
COUNTY OF ____________

The foregoing Professional Services Agreement was acknowledged before me this ______ day of ____________, 20____ by ________________________________ as the __________________________ of Contractor.

Witness my hand and official seal.

My commission expires: __________________________

______________________________
Notary Public

______________________________
Address
Town of Timnath Stormwater Master Plan – Scope of Work

The goal of this project is to convert the current Existing Condition Master Plan ModSWMM model for the Town of Timnath to EPA SWMM 5.0.022 hereinafter referred to as SWMM 5. The ModSWMM program is no longer technically supported and has been difficult for Town staff to continue to administer. Since the 2005 Master Plan several developments have occurred in the Town, these developments need to be added into the Master Plan.

Since the 2005 Master Plan, the Town has grown and several new developments have been built. These new developments need to be added into the Master Plan and updated in the models. Also, improvements upstream of the Town have been made to eliminate a spill from Box Elder Creek, eliminating a large floodplain that ran through the Town. This also needs to be reflected in the new modeling.

Lastly, the Timnath Reservoir inlet and outlet canals (TRIC and TROC) need to be modeled to verify the capacity of the canals and analyze impacts of the growing community and surrounding developments.

Task 1 – Project Coordination

1.1 Progress Meetings
This task is for progress meetings throughout the project. This task assumes Ayres will meet with Eric twice a month during the duration of the project. The meetings will help ensure that the project is moving in the right direction and meeting the needs of the Town and the community. Other entities will be invited to the meetings on an as needed basis per the discretion of the Town.

1.2 Data Collection
Obtaining all the necessary baseline information upfront is essential to creating a useful masterplan. The information collected will be used to create the necessary hydraulic and hydrologic models for the study. This task is for Ayres to compile and review the existing information that is available since the 2005 study. The Town will provide the following information to Ayres prior to the start of the Master Plan:

- Town of Windsor Master Plan
- Town of Timnath Growth Plan
- Drainage Plans:
  - Harmony Development Drainage Plan
  - Saratoga Development Drainage Plan
  - Timnath Ranch Development Drainage Plan
  - Timnath South Development Drainage Plan
  - Timnath Landings Development Drainage Plan
  - Fairview Development Drainage Plan
- Available LiDAR and Topographic information
Task 2 – Master Plan Update
The following outlines the steps that will be necessary to convert the current Existing Condition ModSWMM model for the Town of Timnath to SWMM 5.

2.1 Site Visits
This task is for Ayres to visit portions of the site as questions arise.

2.2 Survey
It is assumed that no survey will be required for this portion of the study.

2.3 Sub-Basin Parameters
The sub-basin parameters from ModSWMM will be transferred to the SWMM 5 model with no changes. The sub-basin boundaries will be verified and adjusted only if significant discrepancies are found. The basin boundaries will be reviewed using a combination of the LiDAR data obtained for the Box Elder projects and the 2005 Town LiDAR data.

2.4 Conveyance Elements
The majority of the conveyance elements in the ModSWMM model reflect overland flow conditions with little to no storm sewer, which accurately reflects the conditions in lower Dry Creek. The cross section data from the ModSWMM conveyance element data will be transferred directly to SWMM 5. An elevation will be assigned to each node based on NAVD 88 datum. The elevation data for the nodes will be taken from the recent LiDAR data obtained for the Town of Timnath. The slopes will be adjusted but the Manning’s “n” values will not be adjusted. No new cross sections are anticipated. If there are any compound conveyance elements (channel and pipe) they will be manually converted into two separate conveyance elements for SWMM 5.

2.5 Diversions
The diversion rating curves from ModSWMM will be transferred to SWMM 5 as flow dividers. The data for the rating curves should not change. It has been noted during previous conversion efforts that SWMM 5 may not accurately model diversions and that some flow may be lost. Currently the planned fix for this is to use a dummy node for the diversion conveyance element.

The Box Elder Creek diversion upstream of the project site will be removed with this study. Since the 2005 Master Plan was completed improvements have been made in the Box Elder basin that removes the overflow through the town.

2.6 Detention Ponds
ModSWMM uses a volume-flow out rating curve while EPA SWMM uses a depth, surface area rating curve. The information for the detention ponds will be obtained using a combination of ModSWMM and the existing topographic data. If possible, elevation, surface area, and outflow will be modeled in SWMM 5 to maintain consistency in elevation output. No additional survey data is anticipated at this time. If any of the ponds do not contain documented surface areas and elevations, then the approach for these ponds will be discussed with the Town.

2.7 Nodes
The elevations for the nodes contained within the SWMM 5 model will be developed from a GIS DTM at relative locations within each sub-basin.
2.8 Routing Method
The 100-year model will be executed using both the Kinematic and Dynamic interface in SWMM 5. The results will be reviewed and discussed with Town staff and a determination will be made as to which is more appropriate to use in the final update.

2.9 Development Since 2005
The drainage reports for the developments that have occurred since 2005 will be incorporated into the model. The following developments will be incorporated:
- Harmony Development
- Saratoga Development
- Timnath Ranch Development
- Timnath South Development
- Timnath Landings Development
- Fairview Development

2.10 Future Conditions
Ayres will adjust the existing conditions model to reflect future conditions. Ayres will use the previous Master Plan as a guide in combination with the current Town of Timnath Land use plan. It is assumed that the future conditions will discharge at the same rate that was in the previous Master Plan, at the 10-year existing conditions.

The future conditions will follow the concepts of Alternative 3 in the 2005 Master Plan. The channel, called the Clark Drainage Channel, will be preliminarily designed. No other alternatives will be kept for this update.

2.11 SWMM 5 Schematic and Basin Maps
Ayres will develop a SWMM 5 schematic and basin map that is GIS based for the existing and future conditions. The map will clearly identify all of the basin delineations, nodes, conveyance elements, dummy nodes, ponds and diversion elements.

2.12 Results
The Town of Timnath SWMM 5 model will be run for the 2-, 5-, 10-, 25-, 50-, and 100-year storm events, using the routing method that was selected in Task 2.8. Only the 100-year model will be executed in both Kinematic and Dynamic as stated in Task 2.8.

Task 3 – Timnath Reservoir Inlet Canal (TRIC) Evaluation

3.1 Site Visits
This task is for Ayres to visit portions of the TRIC as questions arise. It assumes Ayres will visit the Town of Timnath Reservoir and look at the inlet works.

3.2 Survey
This task is for Ayres to compile and review the existing information that is available since the 2005 study. It is assumed that the reservoir inlet works will be surveyed as well as any culvert crossings in the channel. There are 5 crossings (between I25 and the reservoir) that will be surveyed with this project. The channel cross section information will be obtained using the Box Elder LiDAR data.
3.3 Existing Conditions HEC-RAS Model

Ayes will analyze the capacity of the TRIC using and unsteady HEC-RAS model. Input hydrographs for the canal will be obtained from the EPA SWMM model created in task 1. The channel cross section information will be obtained using the Box Elder LiDAR data. Existing spill locations will be identified. A floodplain of the spills will not be determined with this scope. The spills will be input into the EPA SWMM model and routed through the Town.

The canal will be evaluated for the 10 and 100-year storm events.

3.4 Future Conditions HEC-RAS Model

Ayes will analyze the impacts of development on the TRIC. Natural proposed spill locations will be identified. This scope is for analyzing the impacts of development on the TRIC but not to determine solutions to any spills that may occur. A floodplain of the spills will not be determined with this scope. The spills will be input into the EPA SWMM model and routed through the Town.

The canal will be evaluated for the 10 and 100-year storm events.

3.5 Spills Map

A map of the spill locations will be created for the existing and future conditions.

Task 4 - Timnath Reservoir Outlet Canal (TROC) Evaluation

4.1 Site Visits

This task is for Ayres to visit portions of the TROC as questions arise. It assumes Ayres will visit the Town of Timnath Reservoir and look at the outlet works.

4.2 Survey

This task is for Ayres to compile and review the existing information that is available since the 2005 study. It is assumed that the reservoir outlet works will be surveyed as well as any culvert crossings in the channel. There are 10 crossings (between the reservoir and the Greeley Number 2 Canal) that will be surveyed with this project. The channel cross section information will be obtained using the Box Elder LiDAR data.

4.3 Existing Conditions SRH 2D Model

Ayes will analyze the capacity of the TROC using SRH 2D. Input hydrographs for the canal will be obtained from the EPA SWMM model created in task 1. The channel cross section information will be obtained using the Box Elder LiDAR data. Existing spill locations will be identified. A floodplain of the spills will not be determined with this scope. The spills will be input into the EPA SWMM model and routed through the Town.

The canal will be evaluated for the 10 and 100-year storm events.
4.4 Future Conditions SRH 2D Model

Ayes will analyze the impacts of development on the TROC. Natural proposed spill locations will be identified. This scope is for analyzing the impacts of development on the TROC but not to determine solutions to any spills that may occur. A floodplain of the spills will not be determined with this scope. The spills will be input into the EPA SWMM model and routed through the Town.

The canal will be evaluated for the 10 and 100-year storm events.

4.5 Spills Map

A map of the spill locations will be created for the existing and future conditions.

Task 5 – Greeley Number 2 Canal

The TROC discharges into the Greeley No 2. This canal cannot contain the 100-year flows from the canal.

5.1 Site Visits

This task is for Ayres to visit portions the location where the TROC discharges into the Greeley No 2.

5.2 Survey

This task assumes that no additional survey information will be required for this analysis. The Box Elder LiDAR data will be used in the analysis of the canal.

5.3 Existing Conditions Greeley No2 SRH 2D Model

Ayes will create a SRH 2D model of the Greeley No2 Canal in the vicinity of where the TROC discharges into the canal. Ayres will delineate sub-basins that discharge into the canal from the Box Elder Lidar data as inputs into the model. The model will extend from the Poudre River to County Road 32 E. There is one structure in the ditch. The information for that structure will be obtained from the Box Elder Lidar data. The model will be used to determine the capacity of the Greeley No.2 with and without the inflows from the TROC.

5.4 Future Conditions Greeley No2 SRH 2D Model

Ayes will adjust the model in task 4.3 to reflect the future condition flows from the TROC and the Clark Drainage Channel.

5.5 Design Spill from Greeley No2 to the Poudre River Floodplain

Using the results from the SRH 2D models, Ayres will provide a design of a spill from the Greely No2 to the Poudre River Floodplain. The design will be preliminary in nature.
Task 6 - Master Plan

6.1 Master Plan Documentation

Ayres will update the 2005 Master Plan to reflect the results of the above analysis. Ayres will submit the report to the Town of Timnath.

6.2 Address Comments

Ayres will address the redline comments from the Town. It is assumed that the comments will be minor and that only one round of review will be required. Ayres will address the comments and re-submit the final Master Plan to the Town.
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<th>Pen-Schematics &amp; Technical Drafting</th>
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**Total Masterplan costs without Ditches**: 34 | 79 | 272 | 58 | 14 | $49,890 | $50 | - | $49,890

**Total**: 50 | 127 | 424 | 112 | 14 | $80,270 | $200 | $10,000 | $90,470
ATTACHMENT B
LAWFUL PRESENCE AFFIDAVIT

If you are the sole proprietor (not Inc. or LLC) of your business, you must now comply with the requirements of House Bill 06S-1023. If you have not done so in a previous year, you must:

Complete the Lawful Presence Affidavit below.
Sign the Affidavit before a Notary Public (A notary is available at Town Hall)
Return the Affidavit with your signed contract, application or renewal.
Enclose a copy of the identification presented to the Notary (e.g. driver’s license)

(This form should only be filled out by applicants who are applying as a sole proprietor)
I, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

_____ I am a United States citizen; or
_____ I am a legal Permanent Resident of the United States; or
_____ I am otherwise lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a license or permit or am contracting with the Town, which falls under the definition of a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

______________________________  ______________________
Signature  Date

STATE OF COLORADO )
)ss
COUNTY OF ___________

SUBSCRIBED and sworn to before me, the undersigned Notary Public, this _____ day of
____________________, 20____, by ______________________________________, who
presented ____________________________________ as identification.

(Document Provided and Document Number)

My Commission Expires: __________________________

Notary Public

Per HB 06S-1023, you must provide a copy of one of the following IDs with this Affidavit.

- Colorado Driver’s License
- Colorado ID card
- Military IDs
- Coast Guard mariner document
- Native American tribal document