

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 31, SERIES 2025**

**A RESOLUTION APPROVING THE WORK ORDER WITH  
WILSON & COMPANY, ENGINEERS & ARCHITECTS FOR THE TIMNATH  
PARKWAY – BUSS GROVE TO MAIN STREET FINAL DESIGN PROJECT**

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

**WHEREAS**, the Town entered into a Professional Services Master Agreement for General Engineering Services dated September 24, 2024 with Wilson & Company, Engineers & Architects; and

**WHEREAS**, the Town completed an Mini-RFP solicitation pursuant to the Professional Services Master Agreement for General Engineering for the Timnath Parkway – Buss Grove to Main Street Project; and

**WHEREAS** attached hereto as **Exhibit A** is the Work Order 2 pursuant to the Professional Services Master Agreement for General Engineering for the Timnath Parkway – Buss Grove to Main Street Final Design Project with Wilson & Company, Engineers & Architects, dated April 22, 2025; and

**WHEREAS**, the Town Council is familiar with the Work Order pursuant to the Professional Services Master Agreement for General Engineering and finds it to be in the best interest of the Town, its residents, and the general public to enter into the agreement.

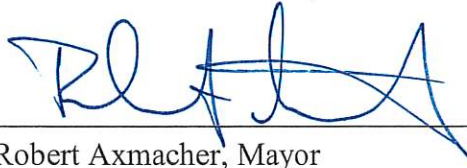
**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:**

**Section 1. Approval**

The required purchase proposal and expenditure of funds up to \$373,020.00 is hereby approved, authorized, and ratified to enter into a Work Order with Wilson & Company, Engineers & Architects for the Timnath Parkway – Buss Grove to Main Street Final Design Project. The required agreements may be finalized by the Town Manager, in consultation with the Public Works Director, Legal Counsel, and other applicable staff or consultant. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON APRIL 22, 2025.**

**TOWN OF TIMNATH, COLORADO**

A handwritten signature in blue ink, appearing to read 'Robert Axmacher', written over a horizontal line.

Robert Axmacher, Mayor

**ATTEST:**

A handwritten signature in blue ink, appearing to read 'Milissa Peters-Garcia', written over a horizontal line.

Milissa Peters-Garcia, MMC

Town Clerk



**WORK ORDER NUMBER 2**

PURSUANT TO PROFESSIONAL SERVICES MASTER AGREEMENT FOR GENERAL  
ENGINEERING SERVICES BETWEEN  
THE TOWN OF TIMNATH  
AND  
*WILSON & COMPANY, ENGINEERS & ARCHITECTS*

**MASTER AGREEMENT: Professional Services Master Agreement for General  
Engineering between the Town of Timnath (the “Town”) and Wilson & Company,  
Engineers & Architects (the “Consultant”)**

**MASTER AGREEMENT EFFECTIVE DATE: September, 24, 2024**

**PROJECT TITLE: Timnath Parkway – Buss Grove to Main Street Final Design Project**

**WORK ORDER COMMENCEMENT DATE: April 22, 2025**

**WORK ORDER COMPLETION DATE: February 1, 2026**

**NOT-TO-EXCEED FEE FOR THIS WORK ORDER: \$373,020**

**PROJECT DESCRIPTION/SCOPE OF SERVICES: \_\_\_\_\_**

Consultant agrees to perform the services identified above and on the attached Scope and Fee Proposal dated April 11, 2025 (the “forms”) in accordance with the terms and conditions contained herein and in the Professional Services Master Agreement for General Engineering Services (the “Master Agreement”) between the parties. In the event of a conflict between or ambiguity in the terms of the Master Agreement and this Work Order (including the attached forms) the Master Agreement shall control.

The attached forms consisting of thirty one (31) page(s) are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given after all parties have signed this document.

The Town affirms that it has appropriated sufficient funds to cover the additional work set forth in this Work Order, up to the not to exceed amount set forth above, in addition to any work under Master Agreement or prior Work Orders thereto; and that such funds shall be available prior to performance of the additional work.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, The parties have executed this Work Order as of the date last written below. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Work Order.

CONSULTANT:

Wilson & Company Engineers, & Architects

Signed by:

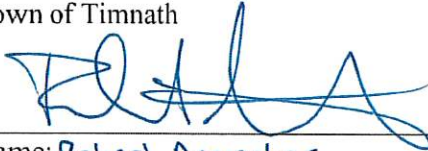
Scott Waterman

67DB8E95D3B6493...

Name: Scott Waterman  
Title: Senior Vice President  
Date: April 24, 2025

TOWN:

Town of Timnath



Name: Robert Axmacher  
Title: Mayor  
Date: April 22, 2025

ATTEST



Name: Melissa Peters-Garcia  
Title: Town Clerk  
Date: April 22, 2025

DEPARTMENT APPROVAL

Signed by:

Justin Stone

C7B6019E06ED401...

Name: Justin Stone  
Title: Public Works Director  
Date: April 24, 2025



April 11, 2025

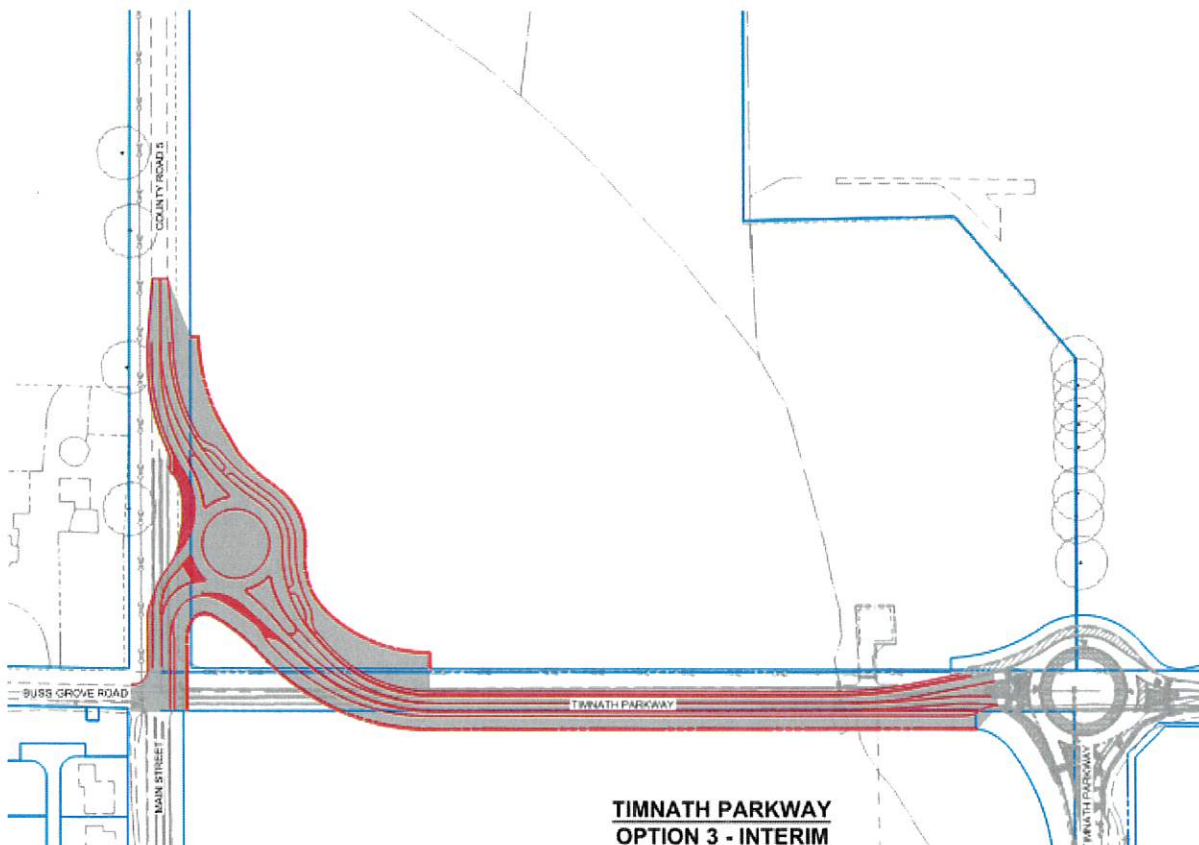
Lauren Thomson and Kim Koivuniemi, PE  
Town of Timnath  
4750 Signal Tree Drive  
Timnath, CO 80547

Re: Timnath Parkway North Connection – Final Design

Dear Ms. Thomson and Ms. Koivuniemi,

Wilson & Company is pleased to submit this proposal (through our Town of Timnath 2024 On-Call Contract) to provide Preliminary and Final Design Services for a proposed Roundabout (RAB) near Buss Grove Road and Main Street (CR 5) as well as the connecting roadway to Timnath Parkway on the east. Wilson & Company along with Next Phase Engineering completed an Alternative Analysis Summary to determine the most feasible roadway/intersection configuration that will safely and efficiently move traffic from the newly constructed RAB at Buss Grove Road and Timnath Parkway north to Main Street (CR 5).

The new route from the north to the existing RAB will be the predominant north and south route through the Town of Timnath while keeping Main Street through downtown readily accessible. From the Alternative Analysis Summary, Option 3 was selected as the most feasible and economical conceptual roadway and new intersection layout. The Wilson & Company Team will advance this conceptual layout to final design. See below for Option 3 Conceptual Layout.



### **Background Investigation**

As part of the previous task order, Wilson & Company Surveyors are in the process of completing the project topographic survey and ROW determination for the Konkel property. This survey data will then be used to advance the conceptual design into a set of preliminary plans and then final construction plans. The remaining background investigation will include:

1. As part of the project kick-off, Wilson & Company will meet with the Colorado Department of Public Health and Environment (CDPHE) to determine what environmental clearances will be necessary for this project. Wilson & Company environmental staff anticipate there will be Cultural and Biological Resource Reviews of the project area and a 404 Permit. The purpose of these surveys will be to identify any environmental issues or clearance needs for the project. Staff will conduct a site visit prior to creating the Cultural and the Biological Resources Memorandums.
2. EEC will provide a Geotechnical Investigation and Pavement Design Report for the project area in accordance with the Town of Timnath and Larimer County Urban Area Street Standards (LCUASS). The EEC proposal is attached for review.
3. Ayres Associates will provide Subsurface Utility Engineering (SUE) to Quality Level B (QLB) by utilizing appropriate geophysical methods to determine the existence of and horizontal position of subsurface utilities. Utilities found using geophysical methods will be marked in the field and surveyed by Ayres to create a utility base map, SUE plans and report. The Ayres Proposal is attached for review.

### **Preliminary Design Phase**

The Wilson & Company Team will prepare preliminary 30% design plan set and related documents for approval by the Town and any necessary outreach. In accordance with Town's development standards, these plans will be prepared with a 24" x 36" format. This phase of work will include:

4. Roadway Plan Set
  - a. Cover & typical sections
  - b. Demolition Plans
  - c. Roadway Plans, Centerline Profiles, and Multi-Use Path (Trail) Alignment
  - d. Grading Plans
  - e. Signing and Striping Plans
  - f. Roundabout Layout
  - g. Cross Sections (surface to surface)
  - h. Lighting Plans for RAB and Roadway (G2 Consulting Engineers, Inc.)
5. Drainage Research, Topographic Review and a Preliminary Memorandum discussing existing and proposed drainage conditions, pipe sizes and outfall locations. In general terms, the existing drainage pattern along CR 5 flows south and then east to an existing drainage channel on the Poudre School District (PSD) property. The Town will supply relevant drainage reports for the project area. Water quality and detention facilities are not anticipated with this project.
6. Wilson & Company Traffic staff and Next Phase will develop interim (one-lane) and ultimate (multi-lane) roundabout geometric parameters using FHWA and NCHRP guidance, to include inscribed diameters, entry radii, lane widths, and accommodations for design vehicles. In addition, RODEL Analysis for one peak-hour period will be analyzed for both scenarios. Once all the final results are gathered a RAB Design Report will be completed in accordance with LCUASS Appendix I guidelines.
7. BHA Design will provide landscape architecture services with concepts for the aesthetics for the center of RAB. The BHA proposal is attached for review.
8. Aqua Engineering will provide preliminary irrigation design and coordination for the aesthetics for the center of RAB. The Aqua proposal is attached for review.



9. Creation of an “Issues Exhibit” to help identify conflicts with utilities, resources that need to be avoided, etc. The exhibit will be for discussion purposes and the layout may be revised at this level in an effort to minimize the project’s impacts.
10. Wilson & Company will prepare a preliminary design level cost estimate based on quantities calculated from the 30% plans. Many line items will have allowances at this stage of the design.
11. Project management, meetings, coordination, and QC. This task is reserved for management of the project team, bi-weekly meetings, and general coordination with the Town of Timnath, property owners, and any Stakeholders in the project corridor.
12. Wilson & Company Expense Allowance – This is an allowance for any printing, mileage, or deliveries required throughout the project duration.

### **Legals, Property Acquisition, & Appraisal**

- 13./14. Based on the conceptual design effort, Wilson & Company anticipates six (6) Legals with Exhibits will need to be written as part of the property acquisition process. It is assumed two (2) property owners will be affected by this project, Poudre School District (PSD) on the south side of Buss Grove Road and Ms. Jana Konkel on the northeast corner of Buss Grove Road and Main Street (CR 5). PSD will be dedicating their required ROW and easements and will not need formal acquisition services or stakeout of the legal description. Wilson & Company will work closely with Western States during the acquisition process and will include appraisal staking for acquisition areas. Western States will be providing the right-of-way acquisition services and CBRE will prepare appraisals needed for the Konkel ROW and a temporary easement (if needed). The Western States Proposal is attached for review.

### **Final Design Phase**

After the completion of the Preliminary Design Phase, and review with Town staff, the project will proceed to Final Design with bi-weekly meetings with Town staff. Tasks that will be completed with this phase of design include:

15. Advance 30% Plans to a Final Roadway Plan Set
  - a. Cover & typical sections
  - b. Demolition Plans
  - c. Roadway Plans, Flowline Profiles, and Multi-Use Path (Trail) Alignment
  - d. Grading Plans for ROW and major drainage features
  - e. Utility Relocation Plans
  - f. Storm Sewer Plan and Profile
  - g. Erosion and Sedimentation Control Plans
  - h. Signing and Striping Plans
  - i. Roundabout Layout with splitter island and opening blowups
  - j. Cross Sections
  - k. Details
  - l. Lightning Plans for RAB and Roadway
16. Develop a Final Drainage Plan and Memorandum for proposed drainage on Main Street (CR 5), Buss Grove Road, and Timnath Parkway.
17. Ayres Associates will provide SUE Quality Level A (potholes) to identify any utility conflicts with proposed storm pipes. It is assumed ten (10) Quality Level A (potholes) will be needed for storm sewer utility conflict determination.
18. BHA Design will provide the final landscape architecture design and graphics support for the aesthetics of the center of the roundabout. This final package will include project special provisions, quantities and a cost estimate.
19. Aqua Engineer will provide the final irrigation design for the center of the roundabout. This final package will include project special provisions, quantities and a cost estimate.

20. Wilson & Company will prepare a final design level cost estimate, Summary of Approximate Quantities, and a complete Project Specification Package for the Town of Timnath. This specification package will include front end specs, bid tabulation form and any project special provision that are need which will include “descriptions” of the bid items.
21. Project management, meetings, coordination, and QC. This task is reserved for management of the project team, bi-weekly meetings, and general coordination with the Town of Timnath, property owners, and any Stakeholders in the project corridor.
22. Wilson & Company Expense Allowance – This is an allowance for any printing, mileage, or deliveries required throughout the project duration.

#### **Public Outreach & Website Content**

- 23./24. Wilson & Company along with BHA will provide illustrations for the project website and attend two (2) in-person meetings for public outreach.

#### **Bidding Process**

25. After completion of the Final Design Wilson & Company will assist the town in the Bidding Process.

#### **Schedule**

Assuming NTP is in May 2025 we anticipate the following schedule:

- Background Investigation May/June 2025 (8 weeks)
- Preliminary Design Phase – Summer 2025 (8 weeks)
- Legals & Appraisal – Summer of 2025 (8 weeks)
- Town Staff Review and Comment Period – August 2025 (4 weeks)
- Final Design Phase – Fall 2025 (12 weeks)
- Bidding Process – December 2025 (4 weeks)
- Construction – Spring 2026 (Under separate work order)

Public outreach will occur as needed throughout the project duration.

#### **Assumptions and Exclusions**

- This proposal assumes the limits of the project as shown on the conceptual design will not be expanded.
- Structural Engineering services are not anticipated.
- This is not a State or Federally funded project.
- Irrigation pump design services are not anticipated and can be included with a subsequent work order if needed.
- No sewer, water or other public utility main extensions through the project area are anticipated at this time.
- Any existing drainage information for the area will be made available to the Team from the Town.
- No HEC\_RAS or SWMM modelling, or Town Master Plan updates are anticipated.
- No permanent water quality or detention design will be required.
- Design of off-site, downstream drainage is not included at this time.
- No construction services are included in this work order.

The total fee proposed for this Timnath Parkway North Connection Final Design work order is **\$373,020**. A breakdown of the anticipated hours and fees is attached. Thank you for your time in reviewing this proposal. Please call me if you have any questions or require any additional information to execute this work order.

Sincerely,



Michael Oberlander, PE  
Operations Manager  
970-631-2671



Sara Weier, PE  
Project Manager  
970-834-6367



[illegible]

March 27, 2025



EARTH ENGINEERING  
CONSULTANTS, LLC

Wilson & Company, Inc., Engineers & Architects  
4065 Saint Cloud Drive, Suite 201  
Loveland, Colorado 80538

Attn: Ms. Sara Weier ([Sara.Weier@wilsonco.com](mailto:Sara.Weier@wilsonco.com))

Re: Geotechnical Subsurface Exploration Proposal / Pavement Evaluation  
Proposed Buss Grove and Larimer County Road (LCR) 5 Roadway Improvements  
Town of Timnath, Colorado

Ms. Weier:

We are pleased to submit this proposal to provide subsurface exploration and geotechnical engineering services for the referenced project as per the request for proposal (RFP) dated March 18, 2025. The project, as we understand, will consist of the design and construction for the roadway improvements along Buss Grove west of the recently completed round-a-bout (RAB) feature constructed at the intersection of Timnath Parkway and Buss Grove and continuing west toward Larimer County Road (LCR) 5 / Town of Timnath's main Street and then continuing north along LCR 5, as depicted on the enclosed Google Earth imagery of the project. An alternative design concept will include a RAB feature at the intersection of Buss Grove and LCR 5. A Google Earth image as well as a civil design layout for the proposed roadway improvements, which also provide illustrates our proposed boring locations, are included with this proposal.

We provide, herein, a brief introduction of Earth Engineering Consultants, LCC (EEC), to Wilson and Company, the Town of Timnath, and to the project design team members. EEC, established in 1993, is a full-service geotechnical engineering consulting firm and an accredited construction material testing company by AASHTO in bituminous mixtures, soils, and aggregates. EEC is accredited and complies with laboratories meeting ASTM E329 "Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction" criteria. R18 accreditation documentation is available upon request for your review or can be viewed by visiting their website at <http://www.amrl.net> for current accreditation status. For more detailed information on all of EEC's services please visit our web site at [www.Earth-Engineering.com](http://www.Earth-Engineering.com).

EEC personnel are very familiar with the proposed project site and the anticipated subsurface conditions having performed the pavement design and the construction materials testing (CMT) services for the recently completed Timnath Parkway and the Buss Grove / Timnath Parkway RAB feature. It should be noted that within the northern portion of the Timnath Parkway

4396 Greenfield Drive  
Windsor, Colorado 80550  
(970) 545-3908 FAX (970) 663-0282  
[www.earth-engineering.com](http://www.earth-engineering.com)

roadway improvement project, a zone of soft/compressible subsoils was encountered which caused for a significant over-excavation and replacement concept with recycled concrete as a means and methods. Other alternatives such as a soil-cement treatment were considered; however, the subsoils exhibited relatively high-water soluble sulfate contents which precluded the use of a cement treatment process. Another method of the use of a geo-fabric product was used within a test strip; however, this product did not provide adequate subgrade stability. The final decision was then to over-excavate and replace with a thicker zone of recycled concrete embedded into the underlying subgrade to further enhance the subgrade's structural integrity and allow for the continuation of the pavement section.

To develop subsurface information for the proposed Buss Grove and LCR 5 roadway improvements including a RAB feature, as presented herein, EEC personnel anticipates advancing at least five (5) borings within the proposed roadway improvement alignments at approximate 500 linear foot intervals. These five (5) pavement borings would be completed/extended to depths of 10 to 15 feet below existing site grades.

We expect samples would be obtained from the borings at approximate 2-1/2 to 5-foot intervals to evaluate composition and consistency of the subgrade and underlying materials. We expect laboratory testing on the recovered samples would include moisture content, in-situ dry density, soil classification tests with Atterberg limits, and minus 200 wash, swell/consolidation tests, an R-Value (Hveem Stabilometer test), and water-soluble sulfates performed on select samples. The field and laboratory testing services as described herein will be performed in general accordance with the Town of Timnath and Larimer County Urban Area Street Standards (LCUASS) guidelines. After completing the fieldwork and laboratory testing, we would prepare a written report outlining the results of our exploration and provide geotechnical recommendations concerning the design and construction of the proposed roadway improvements and RAB feature, including any special precautions which may be required due to the underlying subsurface conditions.

Prior to performing field borings on this project, EEC personnel would contact the local one-call utility locating service to request that underground utilities be field located in the drilling areas. If entities not subscribing to the one-call service are known or suspected of having underground utilities in the improvement areas, those entities should be made known to EEC so that contact can be made concerning the location of the underground facilities.



Buss Grove and LCR 5 Roadway Improvement  
Town of Timnath  
March 27, 2025  
Page 3

EEC would provide the outlined services, (i.e., the subsurface drilling, sampling, laboratory testing, and engineering analyses for borings as described herein), for a lump sum fee of \$6,000, which also includes traffic control at a daily rate of \$1,000. This fee assumes the site is accessible to conventional truck-mounted drilling equipment and/or hand augering operations and is based on the specific scope of services outlined above. Should additional services be advisable because of the subsurface conditions encountered, you would be contacted, and authorization obtained prior to expanding the scope of our work.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Our General Conditions for providing the outlined services are attached and are considered a part of this proposal. If you have any questions concerning this proposal, or if we can be of further service to you in any other way, please do not hesitate to contact us.

Very truly yours,  
**Earth Engineering Consultants, LLC**



David A. Richer, P.E.  
Senior Project Engineer

Attachments: Proposed Test Boring Location Diagrams (1) Google Earth and (2) Civil Plan  
EEC's 2024 Unit Price and Hourly Rate Fee Schedule  
EEC's General Terms and Conditions

### **NOTICE TO PROCEED**

ACCEPTED BY: \_\_\_\_\_

(Individual)

FOR: \_\_\_\_\_

(Company)

DATE: \_\_\_\_\_

### **BILLING INFORMATION**

BILLING CONTACT: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

EMAIL FOR INVOICES: \_\_\_\_\_

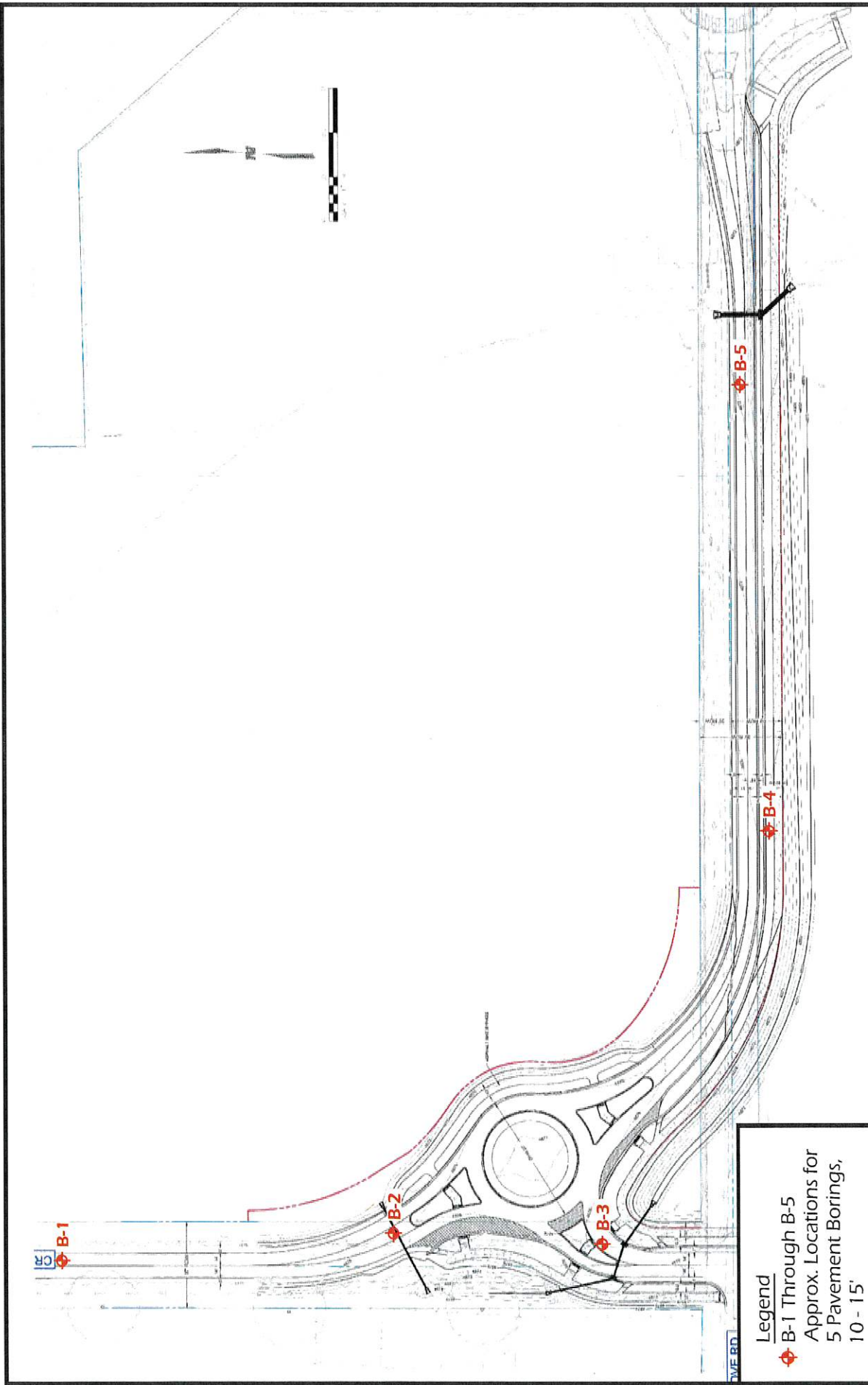


# Town of Timnath - Proposed Buss Grove and LCR 5 - Roadway Improvements

Approximate locations for 5 pavement related soil borings completed to depths of approximately 10' to 15' below site grades







North  
Not to Scale

Proposed Boring Location Diagram  
Wilson & Company - Buss Grove and LCR 5 Roadway Improvements  
Timnath, Colorado  
March 2025

**Earth Engineering Consultants, LLC**  
**2024 FEE SCHEDULE FOR**  
**SUBSURFACE EXPLORATION AND ENGINEERING EVALUATION**

**PROFESSIONAL AND TECHNICAL PERSONNEL - HOURLY RATES**

Principal Engineer (P.E.) .....	\$250.00/h
Senior Project Engineer (P.E.) .....	185.00/h
Project Engineer or Project Geologist .....	145.00/h
Field Engineer .....	125.00/h
Structural Steel Inspector .....	110.00/h
Level III Engineering Technician .....	95.00/h
Level II Engineering Technician .....	80.00/h
Level I Engineering Technician .....	65.00/h
Mileage .....	(Current Federal Reimbursement Rate)

**LABORATORY TESTING**

The outlined test items represent commonly requested laboratory test procedures for exploration and engineering services. Testing for a much greater range of procedures can be completed by EEC laboratories and fees for additional items can be provided on request.

Unconfined Compressive Strength .....	\$80.00/ea
Dry Density .....	20.00/ea
Moisture Content/Visual Classification .....	20.00/ea
Atterberg Limits .....	80.00/ea
Hydrometer Analysis with Gradation .....	385.00/ea
Swell/Consolidation .....	80.00/ea
Gradation Analysis - Not Washed*	
Greater than 3" maximum size .....	quoted per material
3" to 1" maximum size .....	135.00/ea
Less than 1" maximum size .....	85.00/ea
<b>*Add \$50.00 per sample for -200 wash</b>	
Standard Proctor .....	120.00/ea
Modified Proctor .....	160.00/ea
Hveem R-Value .....	475.00/ea
Permeability - Constant Head .....	385.00/ea
Permeability - Falling Head .....	220.00/ea
Subcontracted Laboratory Testing .....	Cost + 15%

**SUBSURFACE EXPLORATION/FIELD SERVICES**

Subcontracted Drilling Services .....	Cost + 15%
Field Engineer .....	\$125.00/h
Materials .....	Cost + 15%
Field Resistivity .....	125.00/h

# **EARTH ENGINEERING CONSULTANTS, LLC**

## **GENERAL CONDITIONS FOR SUBSURFACE EXPLORATION SERVICES**

### **Section 1: Scope of Work**

EARTH ENGINEERING CONSULTANTS, LLC (EARTH ENGINEERING) shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change, even as the work is in progress. EARTH ENGINEERING will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. EARTH ENGINEERING can perform additional work with verbal authorization, and will provide written confirmation of fees, if requested. All costs incurred because of delays in authorizing the addition work will be billed to the client.

Fee schedules are valid for one year following the date of the contract unless otherwise noted.

### **SECTION 2: Access to Sites**

Unless otherwise agreed, the client will furnish EARTH ENGINEERING with right-of-access to the site in order to conduct the planned exploration.

While EARTH ENGINEERING will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

### **SECTION 3: Soil Boring Locations**

The client will furnish EARTH ENGINEERING with a diagram indicating the location of the site. Test boring locations may also be indicated on the diagram. EARTH ENGINEERING reserves the right to deviate a reasonable distance from the boring locations specified unless this right is specifically revoked by the client in writing at the time the location diagram is supplied. EARTH ENGINEERING reserves the right to terminate this contract, if conditions preventing drilling at the specified locations are encountered, which were not made known to EARTH ENGINEERING prior to the date of this contract.

The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

### **SECTION 4: Utilities**

In the performance of its work, EARTH ENGINEERING will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

The client agrees to hold EARTH ENGINEERING harmless and indemnify EARTH ENGINEERING for any claims, payments or other liability, including costs and attorney fees incurred by EARTH ENGINEERING for any damages to subterranean structures which are not called to EARTH ENGINEERING'S attention and correctly shown on the plans furnished to EARTH ENGINEERING.

### **SECTION 5: Samples**

EARTH ENGINEERING will retain all soil and rock samples for 30 days after submission of the report. Further storage or transfer of samples can be made at owner expense upon written request.

### **SECTION 6: Unanticipated Hazardous Materials**

It shall be the duty of the owner or his representative to advise EARTH ENGINEERING of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, by-products, wastes or samples of the foregoing which EARTH ENGINEERING may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by EARTH ENGINEERING'S employees, agents or subcontractors.

If during the course of providing services EARTH ENGINEERING observes or suspects the existence of unanticipated hazardous materials, EARTH ENGINEERING may at its option terminate further work on the project and notify the client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of EARTH ENGINEERING, EARTH ENGINEERING may at its option terminate this contract.

### **SECTION 7: Reports and Invoices**

EARTH ENGINEERING will furnish electronically transmitted pdf copies of the report(s) to the client and any other designated recipients (s). Hard copies can be furnished upon request.

EARTH ENGINEERING will submit invoices to the client monthly and a final bill up completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and three-quarters (1¾%) per month, but not exceeding the maximum rate allowed by law on past due accounts.

### **SECTION 8: Ownership of documents**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by EARTH ENGINEERING as instruments of service, shall remain the property of EARTH ENGINEERING, unless there are other contractual agreements.



**SECTION 9: Confidentiality**

EARTH ENGINEERING shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential." EARTH ENGINEERING shall not disclose such information without the client's consent except to the extent required for 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or 4) Protection of EARTH ENGINEERING against claims or liabilities arising from performance of services under this agreement. EARTH ENGINEERING'S obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

**SECTION 10: Standard of Care**

Services performed by EARTH ENGINEERING under this agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by EARTH ENGINEERING and that the data, interpretations and recommendations of EARTH ENGINEERING are based solely upon the data available to EARTH ENGINEERING. EARTH ENGINEERING will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

**SECTION 11: Subpoenas**

The client is responsible, after notification, for payment of time charges and expenses resulting from our required response to subpoenas issued by any party in conjunction with our work. Charges are based on fee schedules in effect at the time the subpoena is served.

**SECTION 12: Limitation of Liability**

The client agrees to limit EARTH ENGINEERING'S liability to the owner and all construction contractors and subcontractors on the project arising from EARTH ENGINEERING'S professional acts, errors, or omissions, such that the total aggregate liability of EARTH ENGINEERING to all those named shall not exceed \$50,000 or EARTH ENGINEERING'S total fee for the services rendered on this project, whichever is greater. The owner further agrees to require of the contractor and his subcontractors an identical limitation of EARTH ENGINEERING'S liability for damages suffered by the contractor or the subcontractor arising from EARTH ENGINEERING'S professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of EARTH ENGINEERING'S professional acts, errors or omissions.

**SECTION 13: Insurance and Indemnity**

EARTH ENGINEERING represents that it and its staff are protected by worker's compensation insurance and that EARTH ENGINEERING has such coverage under public liability and property damage insurance policies which EARTH ENGINEERING deems to be adequate. It is the policy of EARTH ENGINEERING to require certificates of insurance from all consultants or subcontractors employed by EARTH ENGINEERING. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, EARTH ENGINEERING agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from negligent acts of EARTH ENGINEERING or its employees. EARTH ENGINEERING shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. EARTH ENGINEERING shall not be responsible for any loss, damage or liability arising from any acts by the client, its agents, staff or other consultants employed by others.

**Indemnification for Residential Project Risk**

The Client acknowledges the risks to the Consultant inherent in residential projects and the disparity between the Consultant's fee and the Consultant's potential liability for problems or alleged problems with such residential projects. Therefore, the Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, "Consultant") against all damages, liabilities or costs, including reasonable attorneys' fees, experts fees and other costs of defense, arising out of or in any way related to the services performed under this Agreement, except for those caused by the Consultant's sole negligence or willful misconduct.

**SECTION 14: Termination**

This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, EARTH ENGINEERING shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of EARTH ENGINEERING required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

**SECTION 15: Assigns**

Neither the client nor EARTH ENGINEERING may delegate, assign, sub write or transfer its duties or interest in this agreement without the written consent of the other party.

**SECTION 16: Precedence**

These Standards, Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding EARTH ENGINEERING'S services.



March 25, 2025

Sara Weier, PE  
Wilson & Company  
4065 St Cloud Dr  
Loveland, CO 80538  
Direct: 970-834-6367  
Sara.Weier@wilsonco.com

Re: Subsurface Utility Engineering (SUE) Services proposal for the Timnath Parkway Project

Dear Sara:

Thank you for the opportunity to submit this proposal for professional services associated with the SUE investigation for the Timnath Parkway Project in Timnath CO. The project advances the Buss Grove Rd & S Co Rd 5 Option #3 design. The following Scope of Work and Cost Estimate is based on our understanding of the project and the information provided for our review and our correspondence. The approximate QLB SUE extents for the intersection is shown in magenta in Figure 1.

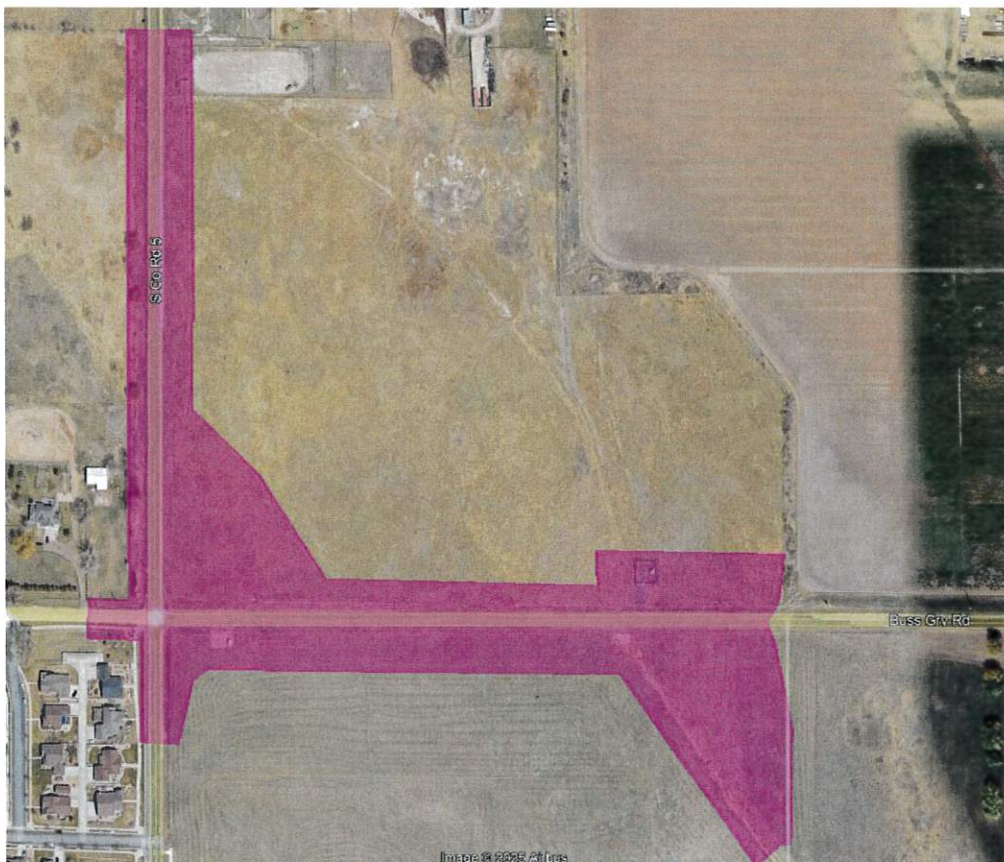


Figure 1. Buss Grove Rd & S CO Rd 5

## Project Description

Wilson has requested Ayres to provide professional Subsurface Utility Engineering (SUE) services to identify underground utilities at the project site to inform and support the Timnath Parkway Project in Timnath, CO. Ayres will provide SUE services that include researching, designating, and physically locating existing utilities within the scope. Designated and located utilities will be surveyed by Ayres Associates. The results of the subsurface utility investigation will be documented with SUE plans and report.

The following Scope of Services is offered to meet the intent of the project and will be conducted in compliance with Colorado law SB 18-067 and in accordance with ASCE 38-22 guidelines for SUE quality level work.

Owner: Town of Timnath  
Client/Design Engineer: Wilson  
Surveyor: Ayres Associates

## Scope of Services

### Project Management

This task includes project management, billing, permitting coordination and administration work. Ayres will communicate regularly with Wilson's project manager, providing updates on progress and coordinating the work. Ayres will provide monthly billing to Wilson throughout the project.

### Task 1 Utility Designating – Quality Level “B” (QLB)

A Colorado Subsurface Utility Engineering ticket will be initiated to determine the utility agencies/owners (UA/O's) within the project limits. Ayres will contact utility owners and investigate available utility records, as-builts, GIS data, and maps to support the utility investigation.

Ayres will utilize appropriate geophysical methods to determine the existing and horizontal position of subsurface utilities. Electromagnetic induction equipment will be used to detect and designate electronically locatable utilities within the scope. Designated utilities will be marked with pink paint/flags and labeled on the ground surface to show the approximate horizontal position and type of the utilities.

To identify unknown or undocumented underground utilities, Ayres has several geophysical tools available. Ground penetrating radar (GPR) equipment may be used through the project, however experience along the Colorado front range has proven limited success due to soil conditions. In lieu of GPR, additional geophysical exploration methods have been successful in identifying unknown underground utilities. These methods include a passive induction sweep in a grid pattern and the use of a Pipehorn Pipe and Cable Locator.

Ayres will perform Quality Control (QC) during the field investigation by supplying an experienced SUE Field Supervisor to perform a series of checks and scans of the project scope. Additionally, all surveyed data will be reviewed by a CO P.L.S to ensure survey tolerance and accuracy.

Utilities found using geophysical methods will be marked and labeled in the field. Marked utilities will be surveyed by Ayres and used to create utility linework (.dwg) and SUE report. The SUE Report will document any utilities not mapped at QLB, notes from our field crew, and dates of investigation.



The following assumptions are included for the QLB work:

- Geophysical investigations are estimated to take up to 3 days (plus 1 day for quality control), depending on the extent, complexity, and density of existing underground utilities.
- Utilities will be marked throughout the intersection, approximately ROW to ROW. No Ayres technicians will cross privately owned fences without expressed permission from the owner.
- Brush and ground debris will be adequately cleared to designate and mark underground utilities.
- Weather delays may lead to additional time spent to accurately perform QLB designating. Ayres will coordinate with field crews so that efforts will not be duplicated to the best of our abilities.
- Standard traffic control of signage and cones will be adequate to perform the QLB for this project. If additional traffic control is required, it will be invoiced at an additional cost.
- Privately owned utilities will not be designated such as septic tanks, leach fields, private irrigation or other homeowner installed underground utilities.
- Gravity systems will be mapped at Quality Level "C", by using surface features and obtained utility records.

## **Task 2 Utility Locating – Quality Level "A" (QLA)**

Ayres will perform vacuum excavations at locations identified by Wilson in coordination with the design team and owner. Locations will be confirmed after the QLB designating field work has been performed.

Ayres plans to use air/vacuum technology to confirm proposed sanitary sewer conflicts for Wilson. Holes will be excavated to a maximum of 10' deep and no larger than 12" diameter. Test holes will be surveyed by Ayres Associates and incorporated into the SUE plans.

Using air/vacuum excavation allows for the excavated material to be used for backfilling, compacted in lifts and restored to original condition. If permitting requires flowable fill to backfill test holes, it will be invoiced at an additional cost. A fee of \$550 has been included if cold patch or squeegee is needed to restore the test holes.

We anticipate performing 10 potholes to clear the proposed storm water design within the scope of work. Additional test holes can be added at an agreed upon additional cost per hole. QLA test hole excavation as described is anticipated to take 3 working days in the field. We anticipate the requirement for professional traffic control and have included \$5,280 / 2 days to cover anticipated expenses.

## **SUE Deliverables**

Ayres will document the SUE utility investigation by developing a SUE plan set and supplemental SUE report, signed and sealed by a Colorado registered Professional Engineer. The report and plan set will clearly describe the utility investigation performed for this project.

SUE deliverables include:

- SUE plans, PDF and CADD (CO P.E. stamped/sealed)
- SUE report (CO P.E. stamped/sealed)

Draft plans, report, and CADD file will be provided after completion of the QLB field investigation. Final plans, report, and CADD file will be provided after completion of the QLA field work.

### **Responsibility of Owner and Others**

- Provide access permission/authorization to the site for the project area between 7:00 A.M. and 5:00 P.M.
- Provide copies of available utility plans and maps relevant to the project site
- Provide design plans, topo survey, and other CADD files to use when developing the SUE plans.

### **General Understandings and Excluded Services**

The professional services that Ayres will provide under this Proposal include, and are limited to, those described in the Scope of Services. All other services, including those listed below, are specifically excluded.

- Utility relocation design services
- 3D modeling and the creation of profile sheets
- Coordination and removal of parked vehicles within the project limits
- Collection of utility information on private property without permission from ownership
- The collection of inverts and mapping of storm and sewer utility systems
- Work outside normal business hours (7:00 A.M. – 5:00 P.M.)

Please note that certain geophysical conditions may interfere with ground-penetrating radar and electronic designating results, which may not effectively identify all underground utilities.

### **Time Schedule**

Ayres Associates will commence work within 20 business days of a Notice to Proceed. Once Wilson has selected and finalized the test hole locations, Ayres will mobilize for completion of the QLA. Final SUE plans and a SUE report will be provided after QLA field work is completed and exposed utilities are documented. The plans and report will include QLD utility records and contacts. The schedule is dependent on client and owner input, weather, access restrictions, utility coordination, and other unforeseen circumstances.

### **Fee**

Ayres proposed to perform the Scope of Services for a total amount of \$42,542 which will be invoiced monthly on a time and materials basis to Wilson. This amount includes QLD through QLA work including field supplies, equipment, and travel costs. Costs are broken down by overall QLB and QLA tasks below.

- QLB: \$16,227
- QLA: \$26,316

Sara Weier  
March 25, 2025  
Page 5 of 5

In support of this estimate, we have included, as Attachment A, a cost summary of the project, based on our understanding of the scope and our anticipated staffing for this effort.

Sincerely,

Ayres Associates Inc



Joseph Leary  
Project Manager  
Direct: 970.797.3544  
learyj@ayresassociates.com

Enclosure

## Attachment A



## PROFESSIONAL SERVICE FEE FOR:



**Project Name**

**Timnath Buss Grv & CO Rd 5**

**Client Name**

**Wilson**

**Client Contact**

**Sara Weier**

### **Project Fee**

**\$42,542**

**Labor\***

**\$30,379**

**Directs\*\***

**\$6,883**

**Other Divisions**

**\$0**

**Sub-Consultants\*\*\***

**\$5,280**

**\*FPC (Field Project Costs)**

**6.25%**

Percent (%) of labor that includes PPE, project specific software, materials, or small equipment, in-house supplies, telecommunications charges, postage, and routine in-house reproductions

**\*\*Directs Markup**

**10%**

Percentage amount added to the direct costs to cover administration of direct charges

**\*\*\*Sub-Consultant Markup**

**10%**

Percentage amount added to the sub-consultant fee to cover the management and administration of sub-consultants

**Ayres Project Manager**

**Joe Leary**

**Date**

**03/25/25**

**AYRES**

# Costs by Task



Task #	Task Name	Project Fee	Directs	Other Services	Labor	Total Hours	Staff Rates	Senior Project Manager	SUE Project Manager	Survey Manager	Survey Staff	SUE Lead	SUE Tech	Senior Designer	Project Coordinator
10															
11															
12	<b>Task 1</b> <input type="checkbox"/> <b>Tinnath Buss Grv &amp; CO Rd 5</b>	<b>\$42,542</b>	<b>\$6,883</b>	<b>\$5,280</b>	<b>\$0</b>	<b>\$15,198</b>	<b>207</b>	<b>\$216.00</b>	<b>\$170.00</b>	<b>\$190.00</b>	<b>\$150.00</b>	<b>\$150.00</b>	<b>\$110.00</b>	<b>\$150.00</b>	<b>\$130.00</b>
13	<input type="checkbox"/> <b>SUE Electronic Designing (QLB)</b>	<b>\$18,227</b>	<b>\$1,029</b>		<b>\$0</b>	<b>\$1,458</b>	<b>104</b>	<b>\$216.00</b>	<b>\$170.00</b>	<b>\$190.00</b>	<b>\$150.00</b>	<b>\$150.00</b>	<b>\$110.00</b>	<b>\$150.00</b>	<b>\$130.00</b>
14	1.1 Project coordination and administration	\$1,458	\$0	\$0	\$0	\$1,458	8								
15	1.2 QLB research	\$935	\$0	\$0	\$0	\$935	8								
16	1.3 QLB Field (3 days on-site) (1 day QC)	\$5,976	\$876	\$0	\$0	\$5,100	40					10	30		
17	1.4 QLB Survey	\$2,554	\$153	\$0	\$0	\$2,401	14				4	10			
18	1.5 QLB Report	\$935	\$0	\$0	\$0	\$935	8						8		
19	1.6 QLB Plans	\$4,369	\$0	\$0	\$0	\$4,369	26					4		16	
20															
21	<b>Task 2</b> <input type="checkbox"/> <b>SUE Vacuum Excavation (QLA)</b>	<b>\$29,316</b>	<b>\$5,855</b>	<b>\$0,290</b>	<b>\$0</b>	<b>\$16,181</b>	<b>103</b>	<b>\$216.00</b>	<b>\$170.00</b>	<b>\$190.00</b>	<b>\$150.00</b>	<b>\$150.00</b>	<b>\$110.00</b>	<b>\$150.00</b>	<b>\$130.00</b>
22	2.1 Project coordination and administration	\$1,458	\$0	\$0	\$0	\$1,458	8								
23	2.2 QLA Field (3 days, up to 10 test holes, 10' max depth)	\$14,435	\$5,042	\$0	\$0	\$9,393	68					34	34		
24	2.3 Traffic Control	\$5,280	\$0	\$5,280	\$0	\$0	0								
25	2.4 ROW Permitting	\$110	\$110	\$0	\$0	\$0	0								
26	2.5 Backfill & Site Restoration	\$550	\$550	\$0	\$0	\$0	0								
27	2.6 QLA Survey	\$1,831	\$153	\$0	\$0	\$1,679	10				2	8			
28	2.7 QLA Report	\$468	\$0	\$0	\$0	\$468	4						4		
29	2.8 QLA Plans	\$2,185	\$0	\$0	\$0	\$2,185	13					2		8	

BHA Design, Inc.  
27-Mar-25

27-Mar-25

**Notes:**

1. Landscape/Irrigation will be provided for RAB center only. Native seed is assumed in parkway until adjacent property is developed, not in scope.
2. Scope includes landscape design services and design fees for urban design enhancement features detailing, TBD
3. Irrigation design services are excluded. Aqua Engineering will provide irrigation design services under separate contract with Wilson.
4. Structural design services are excluded (structural engineer will need to include structural design for retaining walls, footings, etc)
5. Electric/lighting design services are excluded.
6. Sign design services are excluded.
7. Design services for areas outside of public ROW are excluded.
8. Sidewalks, cross-walks, splashblocks/double curbs, and median cover will be designed and detailed by others. BHA will assist with selecting finishes for these items, but details will be prepared by others
9. Scope assumes the project meetings will be web based unless otherwise indicated
10. Construction administration services are excluded





300 Boardwalk Drive, Unit 4B  
Fort Collins, CO 80525-3093  
970.229.9668  
www.aquaengineering.com

March 27, 2025

Sara Weier  
**Wilson & Company, Inc.**  
4065 Saint Cloud Drive, Suite 201  
Loveland, CO 80538

**RE: Timnath Parkway  
Irrigation Engineering Services**

Sara:

We are pleased to submit this Irrigation Engineering Services Proposal/Agreement for the Timnath Parkway project in Windsor, Colorado. Our proposal is based on the information you have provided.

The defined Scope of Work to be performed and our proposed Fees to be charged are described in Exhibits A and B, respectively, followed by the Terms and Conditions under which we are available to proceed.

If you wish to contract our services, please return this Agreement, signed by an authorized representative.

When we receive the executed Agreement from you, we will confer with you about the schedule. Please note that our fee is subject to review if this agreement is not executed within 90 days.

Please contact us with any questions you may have. We look forward to our continued work with you.

Respectfully submitted,

Cullen Kinoshita  
Principal

## **EXHIBIT A: SCOPE-OF-WORK**

We propose to provide the following irrigation engineering services:

### **TASK 1.0: Irrigation Preliminary Design**

- Review the site landscape drawings (provided by others) and set up base files for our use.
- Coordinate preferred irrigation equipment and control system with Client representatives.
- Coordinate with Design Team as necessary.
- Participate in virtual meetings as necessary.
- Calculate the irrigated area based on the site plan from the landscape architect, verify ET data for Timnath, Colorado, and calculate peak season ET for the project. A spreadsheet will be developed to show peak season water use. This spreadsheet will also be updated as the project proceeds so that water use information can be kept current.
- Tap/Electrical Coordination - Coordinate with the Civil and Electrical Engineers the location and size of future connections. It is assumed that potable water will be used for irrigation.
- Prepare preliminary irrigation design documents for the center of the roundabout. It is estimated that approximately one (1), 24"x26", 20-scale drawing sheet will be required. Layout drawings will include point-of-connection, mainline and controller locations along with anticipated irrigation sleeving.
- Prepare Irrigation Specifications.
- Develop Irrigation Installation Details.
- Submit preliminary plans, specifications, and installation details for Client review.

### **TASK 2.0: Irrigation Final Design**

- Review the site landscape drawings (provided by others) and set up base files for our use.
- Coordinate with Design Team as necessary.
- Participate in virtual meetings as necessary.
- Prepare irrigation construction documents for the center of the roundabout. It is estimated that approximately one (1), 24"x26", 20-scale drawing sheet will be required. Layout drawings will include drip and/or bubbler layout, lateral pipe routing and sizing, valve locations and layout, mainline routing and sizing, irrigation sleeving, controller location(s) and stationing.
- Prepare Irrigation Specifications.
- Develop Irrigation Installation Details.
- Submit preliminary plans, specifications, and installation details for Client review.

### **ASSUMPTIONS**

It has been assumed that the following information/services are to be supplied by others before the irrigation design begins:

- Accurate and finalized computerized base information in .DWG format containing curb lines, building and other hard surface locations, sidewalk locations, grading, etc.
- Finalized landscape design.
- Water source location, water pressure, and contacts for coordination issues.
- Power source locations and contacts for coordination issues.

### **SERVICES NOT INCLUDED**

- Formal submission of a "pricing" package or partially completed documents.
- Site visits or meetings other than those specified.

Aqua Engineering, Inc.

March 27, 2025

Timnath Parkway  
Irrigation Engineering Services

- Electrical engineering, "one-line", or panel board schedules.
- Redesign for changes in design after the drawings have been either partially or completely prepared because of site changes, concept changes, etc.
- Irrigation design for areas other than the center of the roundabout.
- Irrigation pumping system design/engineering.

#### **CHANGES**

Because changes in base information and/or landscape design can significantly affect sprinkler layout and in turn pipe layout and hydraulics, any such changes will necessitate our charging additional fees, as detailed in the Agreement. Therefore, the fees quoted presume the availability of completed base information and completed landscape design before irrigation design begins.

#### **EXHIBIT B: FEES**

We propose the following lump sum fees (including direct expenses) for the scope-of-work defined above:

<b>Task 1.0: Irrigation Preliminary Design .....</b>	<b>\$</b>	<b>1,800</b>
<b>Task 2.0: Irrigation Final Design .....</b>	<b>\$</b>	<b>2,800</b>



## TERMS AND CONDITIONS

Aqua Engineering, Inc.

Aqua Engineering and Client agree as follows:

1. **SERVICES:** Aqua Engineering will perform the professional services defined in Exhibit A—Scope of Work. In providing such services, Aqua Engineering will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Consultant and by mutual agreement between the parties, the Aqua Engineering will without additional compensation, correct those services not meeting such a standard.
2. **COMPENSATION:** Client will compensate Aqua Engineering as detailed in Exhibit B—Fees.
3. **BILLING:** Aqua Engineering's normal billing period ends at the close of each month, or at the completion of each work phase. Payment is due and payable within 30 days of invoice date. Past due amounts will accrue interest in the amount of 2% per month until payment is made, plus any attorneys' fees.
4. **CONFORMANCE TO AGREEMENTS WITH HIGHER ENTITY(S):** Aqua Engineering will not be subject to the terms of any agreements related to the project issued by any higher entity(s) unless it has copies of such agreements to examine. Such copies shall be full and true copies of said agreements, except that fee information may be excluded. This includes Client's immediate agreement with its client in addition to any other agreements at higher levels, i.e. agreement with Owner.
5. **PURCHASE ORDERS:** Issuance of a purchase order in response to this proposed letter agreement shall constitute acceptance of these Terms and Conditions whether these Terms and Conditions are specifically referenced on the purchase order.
6. **CHANGES:** A reasonable amount of coordination is anticipated for the work and is included in the fees quoted. If the scope-of-work changes through concerns of the Client or base information changes are made which impact the original scope-of-work, the additional work or coordination will be charged as follows: either on an hourly basis per Aqua Engineering's hourly rate schedule in effect at the time of the changes, or through a negotiated additional fee. If the Client directs Aqua Engineering to coordinate its work with other entity(s), the Client shall pay Aqua Engineering for any work beyond our original scope of work necessitated by errors or changes made by the other entity(s).
7. **TERMINATION OR SUSPENSION OF WORK:** If the scope-of-work delineated is abandoned or suspended in whole or in part, Aqua Engineering is to be paid for services performed on such work prior to receipt of written notice to cease work, together with any termination expense resulting from cessation of work.
8. **CONSTRUCTION OBSERVATION:** Aqua Engineering considers construction observation an important service and encourages clients to include construction observation in the scope-of-work. When contracted to perform construction observation, Aqua Engineering will visit the site when requested by Client to observe Contractor's work and determine, in general, if the work is in accordance with the contract documents. Aqua Engineering will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, equipment or product failures, or for job-site safety precautions and programs in connection with the work. Aqua Engineering will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the work. Whether or not Aqua Engineering is contracted to perform construction observation services, Aqua Engineering will be indemnified and held harmless if construction does not conform to the construction documents, or the construction documents are misinterpreted.
9. **INDEMNIFICATION:** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Aqua Engineering against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent performance of professional services under this agreement and that of its sub-consultants or anyone for whom the Client is legally liable. Aqua Engineering, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless, the Client against all damages, liabilities or costs including reasonable attorney's fees and defense costs which Client incurs, but only to the extent caused by Aqua Engineering, Inc.'s and anyone for whom Aqua Engineering, Inc. is legally liable negligent performance of professional services under this agreement.

Revised 02/2020

Aqua Engineering, Inc.

March 27, 2025

Timnath Parkway  
Irrigation Engineering Services

- 4 -

10. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, the total liability of Aqua Engineering and its officers, directors, partners, employees and subconsultants, and any of them, to the Client, Owner and any third parties for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the contract amount. Such causes include but are not limited to Aqua Engineering's negligent acts, errors, and omissions. It is intended by the parties to this Agreement that Aqua Engineering's services in connection with the Project shall not subject Aqua Engineering's individual employees, officers or directors to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding, anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Aqua Engineering, a Colorado corporation, and not against any of Aqua Engineering's individual employees, officers or directors.
11. **CONSEQUENTIAL DAMAGES:** Aqua Engineering and the Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Agreement.
12. **OWNERSHIP OF DOCUMENTS:** Client acknowledges that any construction documents prepared for this specific project will not be reused for other projects. Client agrees to hold harmless and indemnify Aqua Engineering against all damages, claims, and losses including defense costs, arising out of reuse of any part of the construction documents without the written authorization of Aqua Engineering.
13. **ELECTRONIC DATA FILES:** Any electronic data files furnished by Aqua Engineering to the Client or any other entity involved with the project are provided only as an "instrument of service" for the convenience of said user and only for its sole use. Client recognizes that the files may not be adequate or appropriate for user's needs. In the case of any defects in the files or any discrepancies between the files and the hardcopy of the files bearing the seal of Aqua Engineering's professional registrant, the sealed hardcopy shall govern. Aqua Engineering assumes no responsibility for the accuracy or completeness of the files. Aqua Engineering is to be indemnified and held harmless from any and all claims, damages, losses, costs, and expenses, including attorneys' fees and court costs arising out of or resulting from Client's use, reuse, or use by others, regardless of whether such claims, damages, losses, costs and expenses are caused in whole or in part by Aqua Engineering.
14. **OPINION OF PROBABLE COSTS:** Since Aqua Engineering has no control over the cost of water, energy, labor, materials, or equipment, or over Contractor's method of determining prices, or over competitive bidding or market conditions, the opinions of probable cost that may be provided for herein are made on the basis of experience. These opinions represent the judgment of a design professional familiar with the construction industry. However, Aqua Engineering cannot, and does not, guarantee that proposals, bids, construction cost, water and/or pumping costs will not vary from opinions of probable cost prepared as a part of the work.
15. **DISPUTES:** Any claim or dispute arising out of this Agreement shall be subject to mediation prior to arbitration or legal proceedings by either party. Disputes not solved by mediation may be subject to arbitration, where both parties agree to the arbitration. Any claims not settled in mediation or arbitration will be resolved by litigation.
16. **INSURANCE:** Aqua Engineering agrees to attempt to maintain professional liability coverage for the period of design and construction of the Project and for a period of 2 years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the consultants practicing the same professional discipline in the state where the project is located are able to obtain such coverage.

Revised 02.2020

**AGREED TO AND ACCEPTED:**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signed:  \_\_\_\_\_

Name: Cullen Kinoshita

Company: Aqua Engineering, Inc.

Title: Vice President

Date: March 27, 2025

Aqua Engineering, Inc.

March 27, 2025

Timnath Parkway  
Irrigation Engineering Services





Acquisition and Relocation Specialists  
505 North Denver Avenue  
Loveland, CO 80537  
(970) 667-7602  
Metro: (303) 938-1414  
Wslsrow.com

April 2, 2025

Sara Weier, PE  
Wilson & Company, Inc.  
4065 Saint Cloud Drive, Suite 100  
Loveland, CO 80538

RE: Town of Timnath – Timnath Parkway Extension Project  
Acquisition – Cost Estimate

Dear Ms. Weier;

Thank you for contacting us to submit the proposal for right of way acquisition services. Based on the preliminary information provided to us, we understand Wilson & Company, Inc. has been chosen by the Town of Timnath (the “Town”) to complete design and construction for the above referenced project.

#### **PROJECT DESCRIPTION**

The Town has plans to extend the Timnath Parkway from the newly construction RAB on Buss Grove and Timnath Parkway north to County Road 5 (the “Project”). Wilson & Company, Inc. (Wilson) has been retained by the Town to assist with the design for the Project and has asked Western States Land Services, LLC (Western States) to assist with the necessary acquisition. This Project will not receive any federal funding. Based on the plans provided to us, we anticipate acquiring Right of Way and Temporary Construction Easement from one (1) property owner. We anticipate periodic meetings with Wilson and the Town to assist with various coordination and design efforts.

#### **SCOPE OF SERVICES**

In order to provide the necessary property interests to the Town as outlined above, Western States will perform the following services:

- A. Meetings and general coordination / research. Western States will continue to meet with the appropriate Town representatives and co-consultants to assist with the various coordination efforts, design review and document preparation. We will also meet with the affected landowner in the field as necessary. Western States will provide an agenda for any meeting called by Western States and provide to all participants at least 24hrs prior to the meeting, if time allows, and provide meeting minutes within one business day following.
- B. License to Enter: Western States will work with the affected landowner to obtain a license to enter during the design phase if necessary.



- B. Title: Western States will obtain the necessary title work for the acquisition based on the Town's needs.
- C. Preparation of Documentation: Western States will utilize Town provided forms to prepare the necessary notices, letters and conveyance documents.
- D. Relocation: No relocation is anticipated in this project.
- E. Negotiations: Once Notice/Offer has been issued, Western States will attempt to meet with the property owner and/or their representatives in an effort to establish "good faith" negotiations and resolve the acquisition by voluntary settlement. Typically, an offer will be given at least 30-days in order to allow a reasonable opportunity for the property owner to consider and negotiate the Offer. During these negotiations, we will maintain current communication with the Project team regarding the status of the negotiations and any issues that may arise. If we determine that we are unable to negotiate a voluntary settlement, we will discuss our remaining options with the Town.
- F. Closings: Upon obtaining executed Agreements, the documentation will be forwarded for signature by the Town. Upon acceptance of executed Agreements with property owner by the Town, Western States will coordinate with the title company all matters needed to conduct the closing.
- G. Condemnation: If it is determined that the Town must seek acquisition of the right of way through condemnation, Western States will be available to provide support to the Town's legal counsel and testimony in District Court relative to our negotiations, to provide for immediate possession of necessary property interests.

### **SERVICES TO BE PROVIDED BY OTHERS**

It is our understanding that the Town, Wilson or other consultants will provide the following services:

- A. Engineering and design information, including necessary plans.
- B. Surveys and legal descriptions including individual descriptions and exhibits for each parcel to be acquired
- C. Field staking as necessary of the areas to be acquired for review with the property owner / representative.
- D. Legal assistance and advice relating to conveyance document templates or matters that may be raised during the negotiations, including contracts, contractual terms and the like.
- E. Appraisal services

## COST ESTIMATE

### ACQUISITION

In order to perform the services delineated above, Western States provides the following estimate based on completing negotiation with 1 landowner:

PM/Sr. Agent	40 hours x \$115 per hour	\$ 4,600.00
<u>Administrative Asst.</u>	<u>25 hours x \$80 per hour</u>	<u>\$ 2,000.00</u>
Sub Total		\$ 6,600.00

Title Commitment	\$ 750.00
<u>Expenses: mileage, copies, facsimiles, postage, telecom</u>	<u>\$ 2,000.00</u>
Estimated WSLS Total	\$ 9,350.00

The above estimate is for acquisition services through statutory negotiations and is based upon current information. As with all of our work, we note that the fee estimated above is not a fixed bid and we would only charge for the actual time and expenses incurred during the conduct of our services.

Thank you and should you have any questions regarding this preliminary proposal, please contact me at your earliest convenience.

Sincerely,  
WESTERN STATES LAND SERVICES, LLC

*Kerri Allison*

Kerri Allison  
Sr. Acquisition Agent