

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“Consulting Agreement” or “Agreement”) is made and entered into this 12 day of September, 2017, by and **Felsburg Holt & Ullevig**, a Colorado Corporation, whose address is **6300 South Syracuse Way, Suite 600, Centennial, Colorado 80111** (hereinafter referred to as “Consultant”) and the **TOWN OF ERIE, COLORADO**, a Colorado municipal corporation, whose address is 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (hereinafter referred to as “Town” or “Erie”).

W I T N E S S E T H

WHEREAS, the Town desires to engage the Consultant to render the professional services described in this Consulting Agreement and the Consultant is qualified and willing to perform such services in accordance with, and subject to the provisions of this Consulting Agreement; and,

WHEREAS, legal authority exists to engage the Consultant and sufficient funds have been budgeted and are available for the work to be performed by the Consultant under this Agreement, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations of the parties hereto, the terms, covenants and conditions hereof, and intending to be legally bound, the Town and the Consultant agree as follows:

1. The Project. The Consultant's services are engaged under this Consulting Agreement for the following project: **Moffat Street Extension and Bridge Over Coal Creek, P16-436** (“Project”).

2. Consultant’s Services. The Consultant shall, during the term of this Agreement, provide the services to the Town as set forth in Exhibit “A”, attached hereto and incorporated herein by this reference (the “Services”). The Consultant shall perform the Services competently, efficiently, and in accordance with the highest standards of its profession. The Consultant shall perform the Services meeting all industry safety standards.

3. Additional Services. The Town may request the Consultant to perform additional work or phases of the Project in addition to the Services. The Consultant agrees to perform the additional work or phases of the Project if the Town so requests, either pursuant to an amendment to this Consulting Agreement or a new agreement in which the Town and the Consultant shall define the scope of, and additional payment for, the additional work or phases of the Project.

4. Compensation. In consideration for the performance of the Services, the Town shall pay to the Consultant a fee in the total amount of **\$340,000**, and payable in accordance with the payment schedule, as set forth in Exhibit “B”, attached hereto and incorporated herein by this reference.

5. Reimbursable Expenses. The Town agrees to reimburse the Consultant for the reimbursable expenses incurred by the Consultant in connection with the Services, such expenses to be described in detail in Exhibit “B”. Travel expenses between the Town and the Consultant's office shall not be considered reimbursable expenses. The Consultant shall maintain an accurate record of all such expenses and provide itemized records and copies of receipts when submitting such expenses to the Town for reimbursement. The maximum amount reimbursable by the Town to the Consultant under this Consulting Agreement shall be set forth on Exhibit “B”. Such expenses not described on Exhibit “B”, shall not be

reimbursed by the Town.

6. Commencement and Completion of Services. The Consultant understands and agrees that time is an essential requirement of this Consulting Agreement. The term of this Consulting Agreement shall commence on the date of this agreement and shall end on **December 31, 2018**. The Services shall be completed as soon as good practice and due diligence will permit.

7. Termination.

A. This Consulting Agreement may be terminated by either party upon Ten (10) days prior written notice to the other party in the event of a substantial failure by the other party to fulfill its obligations under this Consulting Agreement through no fault of the terminating party.

B. This Consulting Agreement may be terminated by the Town in its sole discretion upon Ten (10) days prior written notice to the Consultant.

C. In the event of termination as provided for in this paragraph, the Town shall pay the Consultant in full for Services performed to the date of notice of termination plus any Services the Town deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making available to the Town all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing the Services included in this Consulting Agreement, whether completed or in progress.

8. Insurance.

8.1 Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to paragraph 17 of this Consulting Agreement. In case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workmen's Compensation Insurance and Employer's Liability Insurance to cover obligations imposed by applicable laws for any employee of Consultant or a subcontractor engaged in the performance of work under this Consulting Agreement.

B. General liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

C. Comprehensive Automobile Liability insurance within single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in the performance of this Consulting Agreement. The policy shall contain a severability of interests provision.

D. Professional Liability insurance within minimum single limits of not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate.

8.2 The policies required by subparagraphs B and C, above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Consultant. The Consultant shall be solely responsible for any deductible losses under any policy require above.

8.3 A certificate of insurance shall be completed by the Consultant's insurance agent and provided to the Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Consulting Agreement. The certificate shall identify this Consulting Agreement and shall provide that the coverages afforded under the policies shall not be cancelled until at least thirty (30) days prior written notice has been given to the Town. Consultant shall notify the Town within ten (10) days if the coverages afforded under the policies are materially changed. The completed Certificate of Insurance shall be sent to: Town Clerk, Town of Erie, PO Box 750, Erie, CO 80516

8.4 Notwithstanding any other portion of this Consulting Agreement, failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Consulting Agreement for which the Town may immediately terminate this Consulting Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all money so paid by the Town shall be repaid by the Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any money due to the Consultant from the Town.

8.5 The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Consulting Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law, protection or limitation otherwise available to the Town, its officers, or its employees.

9. Payment of Subcontractors. Consultant shall contract with and pay any and all subcontractors used by Consultant in the performance of the Project. The Town shall in no event have any liability to any subconsultant, and Consultant shall hold the Town harmless with respect to any payments alleged to be due to Consultant's subcontractors.

10. Compliance with Applicable Laws. In connection with the execution of this Consulting Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall comply with the Americans with Disabilities Act (Public Law 101-336), and all applicable regulations and rules promulgated by the Equal Employment Opportunity Commission and the Colorado Civil Rights Commission. At all times during the performance of the Agreement, Consultant shall strictly adhere to all applicable federal, state and Town laws that have been or may hereafter be established. This shall include, without limitation, the United States Department of Labor standards. As used in this paragraph, and hereafter, the term "laws" shall include, without limitation, all federal, state and Town codes, charters, ordinances, laws, standards, rules and regulations. The indemnification and termination provisions of this Consulting Agreement shall apply with respect to Consultant's failure to comply with all applicable laws or regulations.

10A. No Discrimination In Employment. In connection with the performance of work under this Agreement, Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder

11. Prohibited Interest.

A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. The Consultant further agrees that in the performance of the Consulting Agreement, no person having any such interest shall be employed.

B. No official or employee of the Town shall have any interest, direct or indirect, in the Consultant, this Consulting Agreement or the proceeds therefrom.

12. Independent Contractor. The Consultant shall perform all Services as an independent contractor, and nothing in this Consulting Agreement is intended to or shall create a relationship of employer-employee, joint venturers, or partners, between the parties. The Consultant shall be solely responsible for all federal and state income taxes attributable to the monies payable to the Consultant for the Services.

13. Books and Records. The Consultant's books and records with respect to the Services and reimbursable costs shall be kept in accordance with generally accepted accounting principles and practices, consistently applied, and will be made available for the Town's inspection at all reasonable times at the places where the same may be kept. The Consultant shall not be required to retain such books and records for more than three (3) years after completion of the services.

14. Obligation of Non-Disclosure. The Consultant agrees to keep confidential any and all drawings, reports, documents, memoranda, research, plans, analysis, maps, photographs, designs, information and work product either provided by the Town or generated by the Consultant pursuant to this Consulting Agreement, or provided to the Consultant by other consultants. Consultant shall make use of the information or items set forth hereinabove for any purpose, including public hearings of the Town, as expressly directed by the Town, for the Town's benefit. Consultant shall not use the information or items set forth hereinabove for its own account, or another's account, or in any manner detrimental to the Town. The Town acknowledges the need to share said information and items referred to hereinabove with the Consultant's subconsultants under this Consulting Agreement, and hereby approves such sharing and use.

15. Acknowledgement of Ownership. Consultant acknowledges that all drawings documents, information and materials relating to the Services performed and the Project for which the Services are performed, as well as those items described in paragraph 14, are or shall become, upon termination of this Consulting Agreement, the exclusive property of the Town.

16. Return of Information. Promptly upon the Town's request, and in any event upon the termination of this Consulting Agreement for any reason, all documents, materials and writings, as well as those items described in paragraph 14, and all copies thereof provided by the Town to the Consultant, directly or indirectly, shall be returned by the Consultant to the Town.

17. Professional Liability. The Consultant shall exercise in its performance of the Services hereunder the standard of care required by Colorado law. The Consultant shall be liable to the Town for

any loss, damages, or costs incurred by the Town for the repair, replacement or correction of any part of the Project which is deficient or defective as a result of any failure of the Consultant to comply with this standard.

18. Communications. All communications relating to the day-to-day Services for the Project shall be exchanged between the respective Project representatives of the Town and the Consultant who will be designated by the parties promptly upon commencement of the Services.

19. Indemnification. Consultant agrees to indemnify and save harmless the Town against any costs, expenses, damages or obligations which the Town incurs, but only to the extent caused by the negligent act or omission of Consultant or any person claiming under, by or through Consultant. If, however, it becomes necessary for the Town to defend any action arising by reason of, or in connection with, any alleged act or omission of Consultant or any person claiming under, by or through Consultant seeking to impose liability for such claim or demand, Consultant shall pay court costs, witness fees, expert witness fees, and attorney's fees, incurred by the Town in effecting such defense in addition to any other sums which the Town may be called upon to pay by reason of the entry of any judgment, assessment, bond, writ or levy against the Town in the litigation in which such claims are asserted, but only to the extent caused by Consultant's negligence. Consultant shall be subrogated to any and all amounts paid by it on behalf of the Town to any claims that the Town may have as a result of said payments to any person or third persons which are the reason or cause of said payments.

20. No Assignment. Consultant's duties and obligations pursuant to this Consulting Agreement require a particular expertise and skill, and may not be assigned to any third party or agency without the express written consent of the Town, which consent may be withheld at the sole discretion of the Town.

21. Notices. Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If to the Town:

Director of Public Works
Town of Erie
P.O. Box 750
Erie, Colorado 80516

With a copy (which shall not constitute notice) to:

Mark R. Shapiro
Mark R. Shapiro, P.C.
1650 38th Street, Suite 103
Boulder, Colorado 80301

If to the Consultant:

Notices personally delivered shall be effective upon delivery. Mailed notices shall be effective three (3) business days after mailing.

22. Agreement Subject to Annual Appropriation.

A. The parties hereto understand and agree that the amount of \$340,000 has been

budgeted for compensation for work done pursuant to this Consulting Agreement for the current fiscal year ending December 31, 2017. This is a full and lawful appropriation as required by appropriate statute for this project. In the event that the Town fails to appropriate sufficient funds to cover any compensation which may become due for the fiscal year beginning January 1, 2018, then, and in that event, this Consulting Agreement shall immediately terminate as of December 31, 2017, without further action of any party. The Town shall provide notice to Consultant prior to December 31, 2017, as to whether an appropriation has been made for further work anticipated following December 31, 2017.

B. The amount of money appropriated by the Town is equal to or in excess of the Consulting Agreement amounts due herein for the current fiscal year.

C. The Town shall be prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Consulting Agreement to exceed the amount appropriated for the original Consulting Agreement, unless Consultant is given written assurance by the Town that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in this Consulting Agreement.

23. Prohibition Against Employment of Illegal Aliens.

A. By its signature on this Agreement, Consultant certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to verify that it does not employ any illegal aliens, the Consultant will participate in the E-Verify Program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, administered by the United States Department of Homeland Security and the Social Security Administration.

B. Consultant agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

C. Consultant has verified through participation in the E-Verify Program that the Consultant does not employ any illegal aliens.

D. Consultant shall not use the E-Verify Program procedures to undertake preemployment screening of job applicants while work under this Agreement is being performed.

E. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall: (1) notify the subcontractor and the Town within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. section 8-17.5-101(5).

G. If Consultant violates a provision of this Illegal Alien section, the Town may

terminate this Agreement for breach of contract. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the Town. Consultant understands that, in the event of such a termination, Town is required to notify the office of the Colorado Secretary of State.

24. Attorney's Fees; Interest. In any action brought to enforce the provision(s) of this Consulting Agreement, the prevailing party shall be entitled to an award of all reasonable attorney's fees and costs, including expert witness' fees, expended or incurred, to be recovered as part of the costs therein. Any fees and expenses not paid to Consultant by the Town when due shall earn interest at the rate of six percent (6%) per annum.

25. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, and/or conditions hereof shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

26. Amendments to Agreement. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both parties.

27. Entire Agreement. This Consulting Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services.

28. Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Consulting Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado. If any provision of this Consulting Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Consulting Agreement shall not be affected thereby.

29. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Consulting Agreement.

30. Binding Agreement. This Consulting Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the day and year first-above written.

TOWN:

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy J. Parker, Town Clerk

CONSULTANT:

_____, INC.,
a Colorado corporation

By: _____
_____, President

ATTEST:

By: _____
_____, Secretary

EXHIBIT "A"

(Services to be provided by Consultant)

EXHIBIT A
SCOPE OF WORK FOR PROFESSIONAL SERVICES FOR
Moffat Street Extension
Preliminary Design, Final Design and Bid Assistance
Town of Erie Project Number P16-436

Felsburg Holt & Ullevig (FHU), herein after, "FHU" or the "Consultant" shall perform, furnish and/or complete the following professional services to the Town of Erie or "the Town":

PRELIMINARY DESIGN

MOFFAT STREET EXTENSION

I. SURVEYING SERVICES

- A. This project already has survey completed from the conceptual design performed by Ehrhart Land Surveying, LLC (Ehrhart). Survey Control will be based on State Plane North Zone NAD 83 horizontally and NAVD 88 vertically. Control points will be verified and Ehrhart will prepare a project control diagram in CDOT format
- B. Topographic Ground Survey was included in the conceptual design and includes existing visible planimetric features and topography at one-foot (1') contour intervals
- C. Utilities were identified in the conceptual design and located. Survey of potholes will be required during final design. It is estimated that 6 potholes will need to be surveyed and Ehrhart will provide the survey of the actual pothole locations and submit to FHU in AutoCAD format

II. GEOTECHNICAL INVESTIGATION

- A. Drill six (6) exploratory borings at the project site. Two will be drilled at the proposed bridge structure over Coal Creek. Two borings will be drilled at an approximate equal spacing along the alignment of Moffat Street associated with the proposed roadway. The remaining two borings will be drilled north and south of the proposed bridge crossing along the east side of the existing trail where the proposed permanent water quality facilities may be located. The depth of the borings drilled for the bridge structure crossing is anticipated to range from 40 to 60 feet, with an estimated depth of 5 to 15 feet for the remaining four borings. The final depth of the borings will be determined in the field as drilling progresses and as the subsurface profile becomes evident. The borings will be made to obtain information on the subsurface profile, to obtain samples for laboratory testing, and to determine the ground-water level and depth to bedrock
- B. Shannon & Wilson will coordinate with the Utility Notification Center of Colorado to locate buried utilities prior to drilling. Shannon & Wilson will obtain a permit from the Town of Erie to perform work within public right-of-way. Traffic control services are not anticipated based on the proposed work location. The fees associated with the permit will be waived by the Town of Erie.
- C. Conduct a laboratory testing program on selected samples obtained from the borings to determine:

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- Moisture content
 - Density of undisturbed fine-grained samples
 - Gradation characteristics of coarse-grained soil samples
 - Atterberg limits
 - Water Soluble Sulfates
 - Hveem Stabilometer (R-value)
- D. Analyze the data obtained from the field and laboratory portions of the study to provide engineering recommendations for:
- Foundation type or types, depths and soil bearing pressures for the new bridge structure (LRFD design values)
 - Axial and lateral geotechnical design parameters of deep foundations, if applicable
 - Site grading
 - Foundation construction criteria
 - Utility excavation and backfill, if applicable
 - Pavement section alternatives for the roadway based on Town of Erie pavement design procedures
 - Subgrade preparation measures
 - Subgrade stabilization requirements, if necessary
 - Mitigation of sulfate attack, if any, on concrete
 - Recommendations are not required for the proposed water quality features
- E. Prepare a report to summarize the site exploration data, laboratory test results, observations, and provide conclusions and recommendations. The field work and report preparation will be supervised by a registered professional engineer.
- F. Shannon & Wilson will attend up to two meetings at the Town of Erie.
- G. Note the following assumptions regarding the geotechnical scope of work:
- Groundwater will be measured at the time of drilling; groundwater monitoring wells will not be installed.
 - The borings east of Coal Creek will be accessed by the existing trail from the north at Cheesman Street.
 - Right of entry for borings on private property are not anticipated and are not included in this scope of work
 - Borings will be backfilled and repaired according to the Town of Erie public works permit.
 - Geology sheets are not included in this scope of work.
 - Cuttings are assumed to be uncontaminated and non-hazardous.
 - Environmental tasks will be performed by others.

III. ROADWAY/TRAIL DESIGN

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SCOPE OF WORK FOR PROFESSIONAL SERVICES FOR
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- A. Establish a design criteria spreadsheet for the project that will be reviewed and approved by the Town
- B. Define and detail cross sectional elements of the typical section as provided by the Town
- C. Compute preliminary earthwork quantities. The Consultant will model the horizontal and vertical alignment using the typical section for the project and prepare cross sections for Moffat Street every 50 feet for the length of the project. After the cross sections are completed, FHU will utilize the end area method to calculate the preliminary earthwork quantities
- D. Prepare signing and striping plans for the project complementing the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the Town's standards, as applicable
- E. Construction phasing plans and traffic control plans will not be completed in the preliminary design phase
- F. Identify the proposed right-of-way requirements and easements for the project and label on the plan sheets
- G. Prepare preliminary design drawings and refine them to include comments made at the Preliminary Design Meeting
- H. Prepare a preliminary opinion of probable construction costs for the work described in the preliminary design plans based on estimated quantities. Item numbers, descriptions, units and quantities will be as per CDOT format

IV. LANDSCAPE DESIGN

- A. Wenk Associates will coordinate design elements between the park and the Moffat Street Extension, including:
 - 1. Location for drive cut on Moffat or Cattell
 - 2. Sketch diagram graphics for discussion/coordination
 - 3. Landscape plan for park edge/streetscape to be included in Moffat Street Construction Document Package (assume 1 submittal)
 - 4. Up to two (2) coordination meetings (assume meetings held in Erie)

V. BRIDGE AESTHETICS

- A. Wenk Associates will provide up to two (2) sketches showing possible aesthetic treatments for the Moffat Street bridge over Coal Creek.

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VI. WATER RESOURCES

- A. FHU will perform an existing and proposed hydrologic analysis for the initial and major design storms based on the proposed preliminary project improvements including the proposed roadway, bridge and pedestrian trail. The Rational Method will be utilized for contributing basins less than 160 acres. Basins larger than 160 acres will utilize Urban Drainage & Flood Control District (UDFCD) Colorado Urban Hydrograph Procedure (CUHP).
- B. Basin mapping will be provided for both the existing and proposed hydrologic analysis along with necessary calculations. The hydrologic analysis includes coordination with the Developer of Colliers Hill roadway drainage and how the two projects will match at the defined extension limits
- C. The hydrological analysis will provide runoff calculations to assist with determining the required preliminary storm sewer layout. FHU will provide preliminary hydraulic design for the anticipated storm sewer in accordance with the Town of Erie Storm Drainage Facilities, Section 800 criteria.
- D. This preliminary sizing of the storm sewer system includes identifying inlets, pipe, manholes, riprap revetment and all other necessary infrastructure to drain the storm water runoff from the roadway extension and bridge to Coal Creek. Coordination with the Developer of Colliers Hill roadway drainage is included to ensure storm sewer facility conveyance as required.
- E. Plan view storm sewer infrastructure will be completed as part of the preliminary design plan sheet effort. Quantities will be estimated, but not included on the preliminary design sheets
- F. Permanent Water Quality (PWQ) is anticipated for this project and will include preliminary sizing of the required facility (s) as well as identifying the location of the facility (s) adjacent to Coal Creek. The goal is to provide reduced water quality capture volume (WQCV) by minimizing directly connected impervious areas utilizing grass buffers and swales prior to reaching proposed PWQ facilities.
- G. Preliminary design will include sizing for two permanent water quality facilities on either side of Coal Creek that will treat runoff from the proposed roadway and bridge extension. Offsite flows not associated with the roadway and bridge extension be designed and routed around the PWQ facilities via storm sewer or cross culverts as required. PWQ facilities will be included on the preliminary design plan sheets
- H. The floodway and floodplain for Coal Creek will be analyzed as part of the extension. The Town of Erie and FHU will work together to obtain the effective hydraulic model to be used for the evaluation of the proposed 3-span bridge. FHU will analyze the

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new crossing and provide recommendations for pier configuration and minor channel improvements to keep anticipated rises in the floodway at a minimum.

- I. Ultimately, results of the analysis will determine if there are any observed rises in the floodway or if a no-rise certification can be achieved. The analysis includes the assumption that a rise in the floodway may be un-avoidable and a Conditional Letter of Map Revision (CLOMR) will be required. This service will be completed as part of the Final Design effort
- J. Stormwater Management and Erosion Control plans are anticipated to be required for the project improvements. FHU will complete this effort with a phased erosion control plan approach by providing Initial, Interim and Final Erosion Control plans as part of the preliminary design effort. Quantities will be estimated, but not included on the preliminary design plans sheets
- K. A Preliminary Drainage Report (PDR) will be completed during preliminary design that summarizes the hydrology, hydraulics, PWQ, overview of the floodplain analysis and general stormwater management. The PDR will also include supporting storm sewer facility design calculations and identify any variances to criteria as required. A hard copy of the PDR and electronic copy will be submitted to the Town.
- L. Preliminary quantities of the storm sewer facilities and erosion control will be estimated based on the preliminary design plans and included with a preliminary cost estimate. Final design plan sheets will include all storm sewer facility and erosion control quantities on the final design plan sheets

VII. ENVIRONMENTAL

- A. Wetlands and other waters will be delineated by ERO. Assuming the project meets the requirements, ERO will apply for and obtain a Nationwide Permit from the Corps of Engineers for impacts to existing wetlands and other waters of the U.S. Also, if required, wetland banking credits will be established or wetland mitigation plans will be prepared.
- B. Cultural Resource Survey – As part of the Nationwide Permit requirements, cultural resources will be identified and evaluated in the project area. The cultural resource evaluation entails conducting a file search with the Colorado Office of Archaeology and Historic Preservation and conducting an intensive pedestrian survey. ERO will submit the results of the file search to the Corps in a technical memorandum and will prepare a historic properties identification and evaluation report for the Corps to consult with the State Historic Preservation Officer on project effects.
- C. A field survey will be conducted by ERO to determine if any threatened and endangered species exists within the project limits. A threatened and endangered species habitat survey will be prepared and submitted to the US Fish and Wildlife Service (USFWS). ERO will obtain concurrence from USFWS for the threatened and

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endangered species habitat survey. Any previous investigations will be identified through coordination with the USFWS. No presence/absence surveys will be conducted

- D. A Limited Hazardous Materials Assessment - Initial Site Assessment (ISA) This report will generally conform to CDOT ISA requirements detailed in CDOT's Hazardous Material Document Guidance Table, dated February 8, 2011. This will be used to aid in the determination if hazardous substances or petroleum products are anticipated to be encountered during construction activities.

VIII. STRUCTURAL DESIGN

- A. The preliminary structure design will be conducted using CDOT's Bridge Design Manual, the latest edition of the AASHTO LRFD Bridge Design Specifications and Town of Erie Standards and Specifications, as appropriate.
- B. Preliminary structural General Layout will be developed, including a plan, elevation, and typical section for the new bridge. Alternative bridge superstructure (girder) types will be identified.
- C. A design selection memorandum documenting the preferred structure type will be provided, which will also include summaries for the alternatives, and relative cost data.
- D. Structural cost estimates will be provided based on square foot cost trends of similar structure types. Costs will be based on recent data from CDOT and other municipalities.

IX. UTILITY COORDINATION

- A. The Consultant will obtain utility location maps from the Utility Companies, which identify utility facility locations in the project area
- B. The Consultant will conduct a field review and utility investigation with utility company staff, as required, to obtain the best available horizontal and vertical utility data
- C. Preliminary utility plan sheets will be completed by FHU showing existing utilities and pothole locations and information

X. RAILROAD AND PUC COORDINATION

- A. The Regional Transportation District (RTD) owns the railroad that crosses the alignment for Moffat Street. FHU will coordinate with RTD and determine the

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necessary crossing requirements to accommodate the proposed adjacent detached sidewalks

- B. A Railroad Diagnostic Review Meeting was held on site at the crossing in July 2016 with representatives of the Town of Erie, RTD, and the PUC. Crossing design will be in compliance with recommendations provided in the Diagnostic Review Meeting Minutes.
- C. A Colorado Public Utilities Commission (PUC) application is required for the roadway and sidewalk improvements to the Moffat Street crossing of the existing railroad. FHU has completed the draft application on behalf of the Town and provided it to the Town for review and formal filing with the PUC. FHU will finalize the PUC application once necessary information and exhibits have been developed, for formal filing with the PUC by the Town of Erie.
- D. FHU will assist the Town, if needed, with the Railroad Construction & Maintenance (C&M) Agreement or Memorandum of Understanding (MOU) for the crossing with RTD.

XI. PRELIMINARY DESIGN REVIEW MEETING

- A. Transmit plans to affected agencies (including Town of Erie staff) and utility companies 14 days prior to the Preliminary Design Review Meeting
- B. Attend and discuss additions or revisions to plans. FHU's Project Manager will conduct the meeting in conjunction with the Town's Project Manager. FHU will take minutes and distribute to participants within five (5) days of meeting
- C. Incorporate comments received from the Preliminary Design Review Meeting and submit final documents to the Town

XII. COORDINATION MEETINGS

- A. Conduct monthly coordination meetings with Town staff and other agency staff as necessary to discuss aspects of the project. It is anticipated up to three (3) coordination meetings will occur for Preliminary Design.

XIII. PUBLIC INVOLVEMENT

- A. FHU will provide displays and information to the Town to post on the Town's web site.
- B. FHU will provide displays mounted on boards that will be used as a static display of the project within Town Hall.

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XIV. RIGHT-OF-WAY AND EASEMENT LEGAL DESCRIPTIONS/EXHIBITS

- A. In order to determine existing right-of-way/private property limits for the south and west side of Moffat Street, Ehrhart will obtain vesting deed information for two (2) parcels. Based on this information, Ehrhart will prepare a Land Survey Plat monumenting the Right-of-Way adjacent to Lots 1 and 2, Erie Estates, and intersection corners on the south.
- B. Boundary surveys and right-of-way acquisitions (title work) are not parts of this scope of work.

FINAL DESIGN

XV. ROADWAY/TRAIL DESIGN

- A. The horizontal and vertical alignments established during the preliminary design phase will be utilized for the final design phase.
- B. Prepare construction drawings including cross sections and refine them to include comments made prior to the Final Design Review Meeting.
- C. Finalize and tabulate quantities; document with worksheets.
- D. Prepare traffic control plans for Katell Street and Moffat Street. These plans will be prepared in accordance to the Town's standards as well as the latest MUTCD standards
- E. Finalize right-of-way and easement requirements. Update plan sheets to reflect these revised limits.
- F. Prepare an opinion of probable construction costs. Item numbers, descriptions, units and quantities will be as per CDOT format.
- G. Prepare written response to all final design roadway/trail comments as provided by the Town.
- H. Complete internal Quality Assurance/Quality Control (QA/QC) for roadway/trail design calculations, details and quantities.

XVI. LANDSCAPE DESIGN

- A. Wenk Associates will finalize coordination begun in the preliminary design phase for design elements between the park and the Moffat Street Extension, including:

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1. Finalize elements relative to the drive cut on Moffat or Cattell
2. Provide final sketch diagram graphics for discussion/coordination
3. Finalize landscape plan for park edge/streetscape to be included in Moffat Street Construction Document Package (assumes 1 submittal)

XVII. BRIDGE AESTHETICS

- A. Wenk Associates will finalize the one sketch showing the Town's preferred aesthetic treatment for the Moffat Street bridge over Coal Creek.

XVIII. WATER RESOURCES

- A. The preliminary hydrologic analysis will be refined per preliminary design modifications as required. Coordination efforts will conclude with the Developer of the Collier Hills drainage design. Basin mapping will be finalized along with calculations and included in the Final Drainage Report (FDR).
- B. FHU will complete the final hydraulic analysis and finalize the proposed storm sewer facilities including roadside ditches and swales as required. Pipe profiles with hydraulic grade lines will be included in the final design plans. Coordination efforts will conclude with the Developer of the Collier Hills drainage design to ensure storm sewer facilities requiring connections are complete. Final design drainage plan sheets will be updated with a storm sewer system tabulation, drainage details and drainage plan and profile sheets.
- C. The required PWQ facility preliminary design will be finalized. Detailed grading, outlet structures (as required), overtopping protection and all other incidental items for each PWQ facility will be included in the final drainage design detail plan sheets. Final design of cross culverts and other storm sewer systems to convey the offsite flows will be finalized as required. Final design quantities will be included and carried forward to the storm sewer system tabulation sheets.
- D. FHU will prepare the anticipated CLOMR and all submittal items required by FEMA based on the preliminary floodway and floodplain analysis results and determination of the final roadway and bridge designs as approved by the Town. FHU will provide floodway/floodplain work maps, hydraulic models, FEMA MT-2 form completion and a detailed CLOMR report summary including necessary final design calculations for abutment, pier and channel scour protection along with final design plans appropriate for the CLOMR submittal. If the results of the preliminary floodway and floodplain analysis indicate that a no-rise certification can be achieved, FHU will provide a technical memorandum for the analysis including all required hydraulic modeling, mapping and supporting information to the Town for approval.

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- E. The SWMP and Erosion Control plans will be finalized and include necessary quantity tabulation sheets along with Town approved Best Management Practices (BMPs) erosion details.
- F. A Final Drainage Report (FDR) will be completed that includes updating the PDR with all final drainage design facilities. A hard copy and electronic copy of the FDR will be signed and sealed by a professional engineer and submitted to the Town for approval.
- G. Final quantities of the storm sewer facilities and erosion control will be estimated based on the final design plans and included with a final design cost estimate. Final design plan sheets will include all storm sewer facility and erosion control quantities on the final design plan sheets.
- H. FHU will complete a written response to all final design storm sewer facilities and erosion control comments as provided by the Town.
- I. Complete internal Quality Assurance/Quality Control (QA/QC) for storm water facilities and erosion control design calculations, details and quantities.

XIX. ENVIRONMENTAL

- A. ERO will finalize wetland mitigation coordination for banking credits or finalize mitigation plans, if required for the project.
- B. ERO will follow up with the Corps regarding SHPO coordination, and inform the Town of the status and timeline of the SHPO process, if any, required for the project.
- C. ERO will finalize and document coordination with USFWS regarding threatened and endangered species and/or habitat, if required for the project.
- C. ERO will finalize the Limited Hazardous Materials Assessment Report for the Town's use and distribution to the successful contractor.
- E. The successful Contractor will be responsible for application and obtaining a Construction Dewatering Permit.

XX. STRUCTURAL DESIGN

- A. Complete final design in accordance with AASHTO LRFD Bridge Design Specifications, Seventh Edition, CDOT Bridge Design Manual, and Town of Erie specifications and standards as applicable.
- B. Develop structural plans, including general notes, general layout, typical sections, foundation plan, necessary details, and construction phasing plans for the bridge.

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- C. Complete structure project special provisions applicable to the project elements, for inclusion in the master specification package.
- D. Provide structural summary of quantities and cost estimate.
- E. Complete a Load Rating for the structure using AASHTO BrR software and CDOT Bridge Rating Manual.
- F. Complete internal Quality Assurance/Quality Control (QA/QC) for bridge design calculations, details and quantities.

XXI. PROJECT SPECIAL PROVISIONS

- A. FHU will prepare project special provisions for the project to be included in the construction documents. FHU will utilize CDOT's Standard Specifications for Road and Bridge Construction dated 2011 for the basis of the project special provision modifications.

XXII. FINAL DESIGN REVIEW MEETING

- A. Submit plans to affected agencies and utility companies fourteen (14) days prior to the Final Design Review Meeting.
- B. Attend and discuss additions or revisions to plans and special provisions. FHU's Project Manager will conduct the meeting in conjunction with the Town's Project Manager. FHU will take minutes and distribute to participants within five (5) days of meeting.
- C. Make corrections to plans and special provisions after the final design review meeting and prepare the advertisement package.
- D. Send final revised prints to all the utility companies that are affected by the project.

XXIII. COORDINATION MEETINGS

- A. Conduct monthly coordination meetings with Town staff and other agency staff as necessary to discuss aspects of the project. It is anticipated up to three (3) coordination meetings will occur for Final Design.

XXIV. PREPARE OPINION OF PROBABLE CONSTRUCTION COSTS

- A. FHU will prepare an opinion of probable construction costs for the work described in the design plans based on estimated quantities. Item numbers, descriptions, units and quantities will be as per CDOT format.

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BID DOCUMENTS AND ASSISTANCE

XXV. PREPARE ADVERTISEMENT DOCUMENTS

- A. FHU will incorporate comments from the Final Design Review Meeting and produce advertisement documents.
- B. FHU will submit one half-size (11x17) unbound plan set fourteen (14) calendar days prior to the date that plans will be available for pickup by bidders.
- C. FHU will submit finalized project special provisions in Microsoft Word format fourteen (14) calendar days prior to the date that plans will be available for pickup by bidders.
- D. FHU will submit an Adobe Acrobat compatible PDF of the plan set and project special provisions to the Town for advertising the project.

XXVI. PRE-BID MEETING

- A. FHU will attend the pre-bid meeting to support the Town by answering any questions related to the construction plans and specifications and assist the Town with preparation of addendums as required.

EXHIBIT "B"

(Payment Schedule and reimbursable expenses description and limit)


Exhibit B
Moffat Street Extension
Town of Erie
Thursday, August 31, 2017
Moffat Street from Katell Street to eastern RTD ROW

Fee Schedule

															FHU Totals		Other	Subtotal	TOTALS	Subconsultants / Descriptions
TASK / DELIVERABLE															Professional Service Hours	Professional Service Fee	FHU's Other Direct Costs	Subconsultants and Direct Costs	Professional Service Fee and Other Direct Costs	
PRELIMINARY DESIGN																				
I. Surveying Services		2			4										6	\$ 910			\$ 910	FHU Coordination
II. Geotechnical Investigation		2				2			2						6	\$ 960		\$ 23,942	\$ 24,902	Shannon & Wilson
III. Roadway/Trail Design																				
- Establish Design Criteria	1				2	2									5	\$ 765			\$ 765	
- Define Project Roadway Configuration			2		2										4	\$ 620			\$ 620	
- Compute Preliminary Earthwork Quantities					16										16	\$ 2,160			\$ 2,160	
- Prepare Signing and Striping Plans			4	8	4										16	\$ 2,000			\$ 2,000	
- Right-of-Way and Easements Identified		4			4										8	\$ 1,280		\$ 600	\$ 1,880	Ehrhart Land Surveying
- Prepare Preliminary Design Drawings	2	4	4		12	4	16	12							54	\$ 7,010			\$ 7,010	
- Prepare Preliminary Opinion of Probable Construction Costs	2	2	4		8										16	\$ 2,580			\$ 2,580	
IV. Landscape Design		2			4										6	\$ 910		\$ 8,175	\$ 9,085	Wenk Associates
V. Bridge Aesthetics		2							2	8	20				32	\$ 4,040		\$ 3,250	\$ 7,290	Wenk Associates
VI. Water Resources																				
- Hydrology and Hydraulics						4	8								12	\$ 1,320			\$ 1,320	
- Storm Sewer and PWQ Facility Design						8	8								16	\$ 1,880			\$ 1,880	
- Floodplain Analysis						10	24								34	\$ 3,680			\$ 3,680	
- Prepare Preliminary Storm Facility Drawings						12	32	8							52	\$ 5,680			\$ 5,680	
- Prepare Preliminary Stormwater and Erosion Control Drawings						12		24							36	\$ 4,560			\$ 4,560	
- Preliminary Drainage Report		2				10	4	4							28	\$ 3,310			\$ 3,310	
- Prepare Preliminary Opinion of Probable Construction Costs	2	2			4										8	\$ 1,360			\$ 1,360	
VII. Environmental																				
- Wetlands/Cultural		2													2	\$ 370		\$ 14,000	\$ 14,370	ERO Resources
- Threatened and Endangered Species		2													2	\$ 370		\$ 1,000	\$ 1,370	ERO Resources
- Hazardous Materials		2													2	\$ 370		\$ 2,500	\$ 2,870	ERO Resources
VIII. Structural Design																				
- Preliminary Structure Design		2			2			2	40						46	\$ 5,760			\$ 5,760	
- Prepare Preliminary General Layout Drawings					2	2		2	8	80	20				114	\$ 11,340			\$ 11,340	
- Structure Selection Memo								2	24						26	\$ 3,190			\$ 3,190	
- Prepare Preliminary Opinion of Probable Construction Costs		2						2	4						8	\$ 1,160			\$ 1,160	
IX. Utility Coordination		4	2		6	2		2							16	\$ 2,490	\$ 100	\$ 2,500	\$ 5,090	Potholes: Onsite Meeting(s)
X. Railroad and PUC Coordination		16	4		4										24	\$ 4,200			\$ 4,200	
XI. Preliminary Design Review Meeting		8	8		8	8		8	8						52	\$ 7,620	\$ 80		\$ 7,700	Prelim Meeting/Production
XII. Coordination Meetings (Up to 3 Meetings)		12	8		8	8		12	12						60	\$ 9,120	\$ 100		\$ 9,220	Meeting(s) at Town Office
XIII. Public Involvement	2	6	2		8	4									54	\$ 6,890	\$ 140		\$ 7,030	Display Boards/Website Info
XIV. Right-of-way and Easement Legal Descriptions/Exhibits		2			2										4	\$ 640		\$ 3,000	\$ 3,640	Ehrhart Land Surveying
FINAL DESIGN																				
XV. Roadway/Trail Design																				
- Finalize Roadway Elements		2	2		6										10	\$ 1,530			\$ 1,530	
- Prepare Roadway/Trail Construction Drawings		2			12	8		8							30	\$ 4,070			\$ 4,070	
- Finalize Signing and Striping Plans			4	8											12	\$ 1,460			\$ 1,460	
- Finalize Traffic Control Plans			8	24	4										36	\$ 4,220			\$ 4,220	
- Finalize Right-of-way and Easement Requirements		2			2										4	\$ 640		\$ 3,500	\$ 4,140	Ehrhart Land Surveying
- Prepare Construction Opinion of Probable Construction Costs		4	4		4	4									16	\$ 2,540			\$ 2,540	
- Prepare written response to comments		4	2		4										10	\$ 1,650			\$ 1,650	
- QA/QC Roadway/Trail Design	16														16	\$ 3,440			\$ 3,440	
XVI. Landscape Design		2			2										4	\$ 640		\$ 4,085	\$ 4,725	Wenk Associates
XVII. Bridge Aesthetics		2						4	40	80	20				146	\$ 15,390		\$ 1,630	\$ 17,020	Wenk Associates
XVIII. Water Resources																				
- Finalize Hydrology and Hydraulics						4	4								8	\$ 940			\$ 940	
- Finalize Storm Sewer and PWQ Facility Design						4	8								12	\$ 1,320			\$ 1,320	
- Prepare CLOMR and/or No-Rise Certification		2				4	8								14	\$ 1,690			\$ 1,690	
- Finalize Storm Facility Drawings					6	8	12	16							42	\$ 4,990			\$ 4,990	
- Finalize Stormwater and Erosion Control Drawings						4		8							12	\$ 1,520			\$ 1,520	
- Prepare Final Drainage Report						6	4								14	\$ 1,560			\$ 1,560	
- Prepare Final Opinion of Probable Construction Costs		2			4	2							4		8	\$ 1,190			\$ 1,190	
- Prepare written response to comments		4													8	\$ 1,300			\$ 1,300	
- QA/QC Storm Facilities Design and Erosion Control		24				4									24	\$ 4,440			\$ 4,440	
XIX. Environmental		2													2	\$ 370		\$ 1,998	\$ 2,368	ERO Resources
XX. Structural Design																				
- Structural Design of Bridge									240						240	\$ 28,800			\$ 28,800	
- Prepare Construction Drawings								8	40	160	80				288	\$ 25,240			\$ 25,240	
- Prepare Final Opinion of Probable Construction Costs								4	16						20	\$ 2,540			\$ 2,540	
- QA/QC Bridge Design								80							80	\$ 12,400			\$ 12,400	
- Load Rating								32	8						40	\$ 5,920			\$ 5,920	
XXI. Project Special Provisions	4	12	8			10		8	40						86	\$ 12,260	\$ 30		\$ 12,290	
XXII. Final Design Review Meeting		6	6		6	6		6	6						40	\$ 5,800	\$ 60		\$ 5,860	Final Dzn Meeting/Production
XXIII. Coordination Meetings (Up to 3 Meetings)		12	8		8	8		12							48	\$ 7,680	\$ 100		\$ 7,780	Meeting(s) at Town
XXIV. Prepare Opinion of Probable Construction Costs	1	2	4		4	2									13	\$ 2,105			\$ 2,105	
Bid Documents and Assistance																				
XXV. Prepare Advertisement Documents		10	10		22				10						52	\$ 8,120	\$ 100		\$ 8,220	Production
XXVI. Pre-Bid Meeting		6	6		6	6			6						30	\$ 4,740	\$ 60		\$ 4,800	Pre-Bid Meeting/Production
TOTALS															2,130	\$ 269,050	\$ 770	\$ 70,180	\$ 340,000	

Fees calculated using FHU's 2017 Hourly Rates.

Actual time and material for services completed shall be billed monthly.


Thomas W. Anzia, PE
Principal