

Agreement for Professional Services

This Agreement for Professional Services (the "Agreement") is made and entered into this _____ day of _____, 2022 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Torti Gallas + Partners, Inc., a Delaware corporation with a principal place of business at 1923 Vermont Avenue NW, Washington, DC 20001 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Scope of Services

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as set forth in **Exhibit B**, attached hereto and incorporated by this reference. The total amount of compensation shall not exceed \$493,987.

IV. Professional Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.*; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. Insurance

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. Indemnification

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor; provided that Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. Miscellaneous

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this

Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

By: _____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2022, by _____ as _____ of Torti Gallas + Partners, Inc.

My commission expires:

(Seal)

Notary Public

Exhibit A Scope of Services

General

Contractor shall prepare a Planned Development Plan ("PD Plan") for the southern half of the site known as Erie Gateway in compliance with the Town's Unified Development Code ("UDC") and the Erie Gateway Plan.

Contractor will engage the following subcontractors for the following work: Calibre Engineering for civil engineering; Fehr and Peers for traffic impact reports; ERO Resources for environmental reports; CTL|Thompson for geotechnical reports; and Aztec Consultants for surveying. Notwithstanding the foregoing, Contractor remains fully responsible for all work performed under this Scope of Services.

Assumptions

The following assumptions and exclusions apply to this Scope of Services:

- The contour data within the project site will be used for conceptual design only.
- Contractor will not collect new traffic volume data.
- Contractor will not prepare a cultural resources pedestrian survey.
- Contractor will not prepare a FACWet assessment.
- Contractor will not conduct field work associated with the stream quantification tool (SQT)
- Contractor will not be responsible for Section 404 permitting.
- The Phase I ESA will not include: migratory birds; asbestos-containing materials; radon; lead-based paint; lead in drinking water; mold; or subsurface mineral rights and leases.

Tasks

Task 1. Pre-Charrette Research and Project Management

Task 1.1. Pre-Charrette Research

Contractor shall review the Erie Gateway Plan in detail, making note of specific areas of uncertainty, and identifying issues that may need further study. In preparation for the charrette, Contractor shall develop a matrix of issues and questions. Contractor shall prepare a matrix of potential building types that Contractor expects may be deployed for the site area, noting such things as density, urban design characteristics, parking characteristics and the like.

Task 1.2. Survey

Entry. Contractor shall obtain necessary written permission to enter adjacent properties for surveying work.

Control Survey: Contractor shall establish horizontal and vertical survey control for the site based on NGS and Town control points. The coordinate system will be a NAD83 Colorado State Plane North Zone modified to ground coordinates. Vertical Datum will be NAVD88. All elevations shall be GSP derived. No differential leveling shall be utilized.

Boundary: Contractor shall:

- Research County records to obtain subdivision plats, Land Survey Plats and deeds relevant to the site.
- Field survey to locate section corners, property corners and range points controlling the boundaries of the subject parcels.
- Resolve any discrepancies between field measured data and record data.
- Set missing property corner monuments on the overall parcel boundary.
- Prepare an AutoCAD base map with all boundary data.

Title Review: Contractor shall review a current title commitment (to be provided by owner or the Town) to identify and locate existing easements and encumbrances. Contractor shall add the easement data to the AutoCAD base map.

Site Improvements: Contractor shall perform a field survey to locate all visible above ground utilities, improvements and buildings within the site and within 5 feet of the property lines. Contractor shall add the above ground utilities and site improvements to the AutoCAD base map.

Task 1.3. General Services, Project Management, Bi-Weekly and Miscellaneous Meetings

- Contractor shall hold virtual check-in meetings every other week. Each meeting will be preceded by an agenda issued the day before and a meeting summary, issued no later than a day after. Contractor shall be at all meetings and subcontractors shall attend on an as necessary basis.
- On a monthly basis, Contractor shall issue a status report on what was accomplished during the month.

Task 2. Kickoff Meeting, Site Visit: In-House Charrette and Charrette Report

Contractor shall conduct a site visit, making note of additional issues that may need further elaboration. Contractor shall then gather for a 2-day charrette, involving Contractor's design team, as well as Planning, Engineering and Economic Development Staff from the Town.

Contractor shall produce a summary report of the charrette work, with an identification of next steps.

Task 3. Draft Regulating Plan and Illustrated Plan

Contractor shall prepare an Illustrated Development Plan that will form the basis for a Regulating Plan. The Illustrated Plan shall be supplemented by a digital massing model, which will form the underlay for several perspective renderings. During the creation of this plan, Contractor shall hold regular meetings with Town staff.

Preliminary grading contours shall be included as needed for the PD submittal package. Contractor shall provide base mapping, exhibit preparation support for GIS and CAD files, and provide iterations of concepts for use with Site Ops, which can also provide conceptual grading and rough quantities that can be used by others for potential cost estimates for infrastructure improvements including providing all plan drawings in CAD as soon as they are produced for their use in preparation of the PD documents.

Task 4. Development Standards – Draft 1

Contractor shall produce the Development Standards, including the following:

- Land Use Standards
- General Zone Descriptions
- Lot and Massing Standards / Zone
- Building Type Standards
- Frontage Type Standards
- Street and Alley Standards
- Large Lot Standards
- Public and Civic Space Standards
- General Architectural Standards
- Signage Standards

Task 5. Development Standards – Draft 2

Contractor shall submit the Development Standards for staff review in parts, as they are completed, and then update them accordingly.

Task 6. Final PD Plan

Task 6.1. Submittal Drawings, Design Standards, and Other Exhibits

Contractor shall refine the Illustrated Plan and Regulating Plan, Draft 2 of the Development Standards and Additional Exhibits. After Town Development Review Team ("DRT") review, Contractor shall address, in writing, all issues and deficiencies identified and resubmit for a second review.

Contractor shall prepare an ALTA/NSPS Land Title Survey, using the boundary, easement and site improvements data, to the 2021 Minimum Standard Detail Requirements for ALTA/ NSPS Land Title Surveys.

In addition to the ALTA survey, other submittal drawings shall include:

- Concept Plan
- Home Diversity Plan and Chart

- Building Form/Characteristics Plans (will include examples of buildings that would typify development types, but would not include buildings or facades designed specifically for this site)
- Illustrative Concept Plans
- Utility Concept Plan
- Oil/gas Plan
- Parking, Loading and Vehicular and Pedestrian Circulation
- Signage Plan
- Overall Photometric Plan
- Parks and Open Spaces Plans
- Typical Road Sections and Streetscape Plans
- Phasing Plan
- Landscaping Plan
- Environmental Plan

Contractor shall prepare the following exhibits:

- An Assessment of Impact Report
- Phase 1 Drainage Report and Plan
- Traffic Impact Narrative
- General Conceptual Utility Report
- Threatened and Endangered Species, Habitat and Wetlands report
- Cultural Archaeological and Historical Resource Report and Protection Plan
- Native Tree and Vegetation Survey and Protection Plan
- Environmental Hazards Report
- Soils Report
- Geological Report
- Comparative chart that lists UDC regulation to be modified and the proposed modification
- Existing and proposed major easements

Task 6.2: Traffic Impact Narrative

Contractor shall perform an analysis of the proposed transportation network, including a description of transportation networks and services for all modes of travel. Contractor shall use available data to analyze volumes and intersection level of service during peak

periods. Given the available data, Contractor shall assess these conditions on roadways internal to the site, as well as adjacent to the site.

Contractor shall assess the transportation implications of the proposed land use by using Fehr & Peers' MainStreet tool – a web-based application for estimating trip generation for mixed-use developments that is one of the most accurate estimation tools that exists today. MainStreet accounts for density, diversity of land uses, distance to transit, demographics, and design of the site, which are not considered in other currently accepted trip generation methodologies such as the Institute of Transportation Engineers ("ITE"). Contractor shall estimate not only future vehicle trips, but the number of people walking, biking, and taking transit to and from the site.

Based on the proposed transportation network assessment, results of the land use analysis, national design guidelines, the Town's Comprehensive Plan and Master Transportation Plan, and best practices, Contractor shall propose a set of multimodal recommendations that address safety, capacity, connectivity, and efficiency challenges.

Contractor shall compare the estimated vehicle trips with the proposed development to the planned transportation network to determine what additional capacity needs to be considered for intersections and corridors. Contractor shall consider recommendations such as turn lanes, queue lengths, signal timing, and additional general travel lanes to ensure that the proposed site operates efficiently and safely.

Contractor's assessment and recommendations shall be documented in a Technical Memorandum.

Task 6.3: Natural and Cultural Resources

Open Waters, Wetlands, and Channels, Natural Resources Report

Contractor shall delineate all wetlands, open waters, and channels within the project area that may be under U.S. Army Corps of Engineers ("Corps") jurisdiction through Section 404 of the Clean Water Act. Wetlands will be delineated following the methods in the revised online version of the Corps' Wetland Delineation Manual (1987) and the appropriate regional supplement. Open water and channels shall be determined based on the presence of an ordinary high-water mark as defined in 33 CFR Part 328. Contractor shall map the boundaries of wetlands, open water, and channels to submeter accuracy using a Global Positioning System ("GPS") unit or, when appropriate, boundaries will be mapped onto an appropriately scaled aerial photograph. Contractor shall incorporate the wetland boundaries into project base mapping provided by the project engineer and include a layer with the boundaries of wetlands, open water, and channels.

A qualified biologist shall conduct a natural resource analysis site visit to identify other potential natural resource concerns, focusing on identifying and recording site-specific information including habitat for sensitive plant and animal species, and potential or actual use of the project area by raptors, migratory birds, and other wildlife.

Contractor shall prepare a Natural Resources Assessment Report.

Threatened and Endangered Species Compliance

Contractor shall assess the site for potential threatened and endangered species habitat. Contractor shall prepare a habitat assessment report, which would provide information on potential impacts from the project.

Cultural Resources File Search and Literature Review

Contractor shall conduct a Class I review, or cultural resource file and literature search, of the site with the Office of Archaeology and Historic Preservation ("OAHP") to identify previously conducted cultural resource inventories and previously documented cultural resources, and summarize the results in a memorandum. Contractor shall determine if any additional investigation (*e.g.*, pedestrian surveys) is necessary regarding potential effects on cultural resources.

Phase I Environmental Site Assessment

Contractor shall conduct a Phase I Environmental Site Assessment ("ESA") of the site. The Phase I ESA will consist of a visual inspection, interviews, and a compilation and review of publicly available information from a variety of sources about past and current environmental conditions.

Contractor shall conduct a visual site reconnaissance to document recognized environmental conditions and take photographs as appropriate. Contractor shall not take any samples during the site reconnaissance.

Contractor shall document the general site setting, such as current uses of the subject property and adjoining properties, general hydrogeologic and topographic features, and a general description of structures and other improvements on the subject property. Contractor shall identify the following site conditions:

- The quantity, type, and storage system for hazardous substances and petroleum products in connection with identified uses.
- Tanks, containers, drums, barrels, and other systems used for storing hazardous substance and petroleum products not connected to identified uses.
- Above-ground and underground storage tanks.
- Pits, ponds, lagoons and other features potentially used for storage and/or disposal of hazardous substances and petroleum product.
- Odors, pools of liquids, stained soils and pavement, and stressed vegetation
- Presence of electrical equipment potentially containing polychlorinated biphenyls ("PCBs").

Native Tree and Vegetation Survey

Contractor shall conduct a tree survey to identify trees greater than 3-inch diameter at breast height and GPS located to sub-meter accuracy.

Task 6.4: Geo-Technical Reports

Contractor shall perform a geologic reconnaissance of the site and drill 24 borings to depths of 20 to 35 feet. Contractor shall create both a Geological Report and a Soils Report.

Task 6.5 Civil Engineering Reports

Preliminary Drainage Report:

Contractor shall prepare a Preliminary Drainage Report, including overall basin delineation, pond sizing, and location of sized ponds throughout the site, but exclusive of sizing of storm sewers or inlets.

Preliminary Utility Report:

Contractor shall prepare a Preliminary Utility Report to establish the utility service extension concepts for the planned PD area, including:

- Project peak water demands and sewage generation.
- Fire flow.
- The use of network analysis software to determine pressures and sizes.
- A utility report narrative, calculations, and exhibit, with a mathematical model of the backbone elements of the proposed water system, analysis of the existing reports, along with the proposed conditions.
- Pipe sizes for major water mains and sanitary sewer mains.
- An analysis of existing water and sanitary stubs into the site and mapping of potential connection points.

Oil and Gas Plan/Report:

Contractor shall prepare a plan identifying all oil and gas facilities as well as offsets and easements regarding those facilities.

Chart Comparing UDC Regulations to Proposed PD Regulations:

Contractor shall review existing Town of Erie design guidelines and specifications, and provide recommended revisions for the proposed PD.

Task 7. Final PD Plan

Based on feedback, Contractor shall prepare the final PD Plan.

Contractor shall attend meetings of the Planning Commission and the Board of Trustees at which the PD Plan is considered.

EXHIBIT B

Cost Summary: I-25 Erie Gateway - Revised 7-28-200

Task		Summary of Costs						
		Torti Gallas + Partners	Calibre Engineering	Fehr and Peers	ERO Resources	CTL Thompson	Aztec Consultants	TOTALS
Task 1	Pre-Charrette Research and Project Management	\$35,474	\$21,550	\$0	\$0	\$0	\$49,600	\$106,624
Task 1.1	Pre-Charrette Resarch	\$14,500	\$7,400					\$21,900
Task 1.2	Survey						\$49,600	\$49,600
Task 1.2	Project Management, Bi-weekly meetings and other Misc. meetings	\$20,974	\$14,150					\$35,124
Task 2	Kickoff Meeting, Site Visit – In-house charrette and Charrette report	\$33,500	\$0	\$500	\$500	\$0	\$0	\$34,500
Task 2.1	Kickoff Meeting, Site Visit – In-house charrette	\$14,500		\$500	\$500			\$15,500
Task 2.2	Charrette Report	\$19,000						\$19,000
Task 3	Draft Regulating and Illustrated Plans	\$35,000	\$28,300	\$0	\$0	\$0	\$0	\$63,300
Task 3	Draft Regulating and Illustrated Plans	\$35,000	\$28,300					\$63,300
Task 4	Development Standards – Draft 1	\$59,000	\$0	\$0	\$0	\$0	\$0	\$59,000
Task 4	Development Standards – Draft 1	\$59,000						\$59,000
Task 5	Development Standards – Draft 2	\$34,000	\$0	\$0	\$0	\$0	\$0	\$34,000
Task 5	Development Standards – Draft 2	\$34,000						\$34,000
Task 6	Draft Final PD Plan	\$51,200	\$46,343	\$18,500	\$24,050	\$16,000	\$6,970	\$163,063
Task 6.1	Submittal Drawings, Design Standards, and Other Exhibits	\$45,500					\$6,970	\$52,470
Task 6.2	Traffic Impact Narrative	\$475	\$700	\$18,500				\$19,675
Task 6.3	Natural and Cultural Resources *	\$750			\$24,050			\$24,800
Task 6.4	Geotechnial study	\$475	\$700			\$16,000		\$17,175
Task 6.5	Civil Engineering Reports	\$4,000	\$44,943					\$48,943
Task 7	Final PD Plan and Hearings	\$15,500	\$4,000	\$0	\$0	\$0	\$0	\$19,500
Task 11.A.1	Preparation of Final PD in response to Comments from DRT	\$10,500	\$4,000					\$14,500
Task 11.A.2	Attendance at Planning Commission and Board of Trustees meetings	\$5,000						\$5,000
	Sub -Totals	\$263,674	\$100,193	\$19,000	\$24,550	\$16,000	\$56,570	\$479,987
	Direct Expenses	\$14,000						\$14,000
	TOTAL	\$277,674	\$100,193	\$19,000	\$24,550	\$16,000	\$56,570	\$493,987

This fee includes all of the services expected of a PD with the exception of a Tree Protection Plan.