

## **CONSULTING AGREEMENT**

**THIS CONSULTING AGREEMENT** (“Consulting Agreement” or “Agreement”) is made and entered into this 14th day of November, 2017, by and between Merrick & Company, a Colorado Corporation, whose address is 2480 W. 26<sup>th</sup> Avenue, B225, Denver, Colorado 80211 (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: **Outfall Systems Plan Update East of Coal Creek (P17-633)** (“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 **\$ 125,995**, 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 Subconsultants. 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 and all claims, debts, demands, damages or obligations which may be asserted against the Town arising by reason of, or in connection with, any alleged act or omission of Consultant or any person claiming under, by or through Consultant, at Consultant's own expense using those attorneys that the Town deems appropriate. 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 all 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. 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:

Town Engineer  
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:

Jeanne M. Boyle  
Merrick & Company  
2480 W. 26th Avenue, B225  
Denver, CO 80211

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 \$125,995 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, Town Mayor

**ATTEST:**

By: \_\_\_\_\_  
Nancy J. Parker, Town Clerk

**CONSULTANT:**

\_\_\_\_\_, **INC.,**  
**a Colorado corporation**

By: \_\_\_\_\_  
\_\_\_\_\_, President

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary



## **EXHIBIT "A"**

Services consisting of, but not limited to, the following:

### Base Mapping.

1. Consultant will incorporate the existing 1-foot topography that is available for the planning area into the base mapping. Use index contours when mapping requirements do not require the 1-foot contour interval. Use supplemental information from development submittals for areas that have developed since the topographic mapping was completed.
2. Consultant will incorporate current aerials into base mapping to show surface features.
3. Consultant will utilize the Town's GIS information.
4. Consultant can propose an alternative method for preparation of base mapping in their proposal submittal.

### Review Existing Information

1. Review the existing 2007 Outfall Systems Plan for the area east of Coal Creek and north of State Highway 52.
2. Review the existing 2014 Outfall Systems Plan for Erie's planning area west of Coal Creek, and ensure that potential conflicts between the existing plan and the proposed plan are resolved.
3. Review the existing *Coal Creek and Rock Creek Major Drainageway Plan*.
4. Review drainage reports for existing developments and incorporate major drainage features such as channels, detention ponds and major drainage paths into the OSP Update.
5. Review drainage reports for proposed developments currently in the development process in the Town's planning area east of Coal Creek for new annexations, preliminary plats, and final plats to insure major drainage facilities take into account proposed new developments.
6. Review existing soil information from the Soil Conservation Service, or by examining existing soils reports for existing development submittals or capital improvement design projects.
7. Obtain existing wetland information. An environmental study is not included in the scope of this project, but an inventory of existing identified or suspected wetlands is expected.
8. Field verify critical existing drainage facilities such as existing detention ponds, water quality ponds, drainage channels, major drainage culverts and other major structures required for a Master Drainage Plan.
9. Review existing land uses and the Town's updated comprehensive plan to ensure that the OSP Update accounts for full build out in the recommended facilities.

### OSP Update - Alternatives Evaluation Phase

1. Confirm or redefine watershed and sub-watershed boundaries.
2. Confirm or recalculate existing and developed hydrology. Base developed hydrology on the latest existing land uses and the Comprehensive Plan for the Town of Erie's planning area not currently developed. Compile hydrologic information for the average annual, 2-, 5-, 10-, 50- and 100-year return-period.
3. Confirm or revise hydraulic calculations for the sizing of major drainage way system alternates capable of conveying peak runoff rates from the 100-year storm without creating property damage. Hydraulic calculations needed to determine the capacity of existing and proposed conduits, culverts detention facilities bridges, etc.
4. Impact of alternates on water quality in the watershed, and the adaptability of each alternate to provide water quality enhancement measures on either a regional or a local level.
5. Evaluate the maintenance requirements of each alternative.
6. Alternatives should consider regional detention verses local, and the pros and cons of each including cost estimates.
7. Prepare and present an alternatives evaluation report including at least two alternatives to Town

staff for review. Recommendation to the alternates to be adopted, rationale for arriving at recommendations, and statements to the effect that each reach can or cannot be considered independently from the overall plan and the need to implement it to deal with upstream development. An executive summary of the planning process; master drainage system areas and length of drainage ways; alternatives examined, including a corresponding cost summary; and recommended alternate. Place this summary at the front of the report.

8. After receiving and addressing staff comments, present alternatives evaluation report at a public meeting.

#### OSP Update - Preliminary Design Phase

1. After the preferred alternative selection, make final revisions, prepare conceptual plans, and updated cost estimates.
2. Develop the profile information from the topographic mapping used for this project for the Planning Area.
3. If the selected plan requires watershed specific on-site detention or water quality BMPs, develop watershed-wide on-site detention and/or BMP requirements that are specific to the watershed.
4. Prepare preliminary design drawings of the Selected Plan for the master drainage facilities on 11" x 17" size sheets.
5. The completed drawings shall depict sizes, shapes, types, and capacities of improvements; capacity of trickle channels (if necessary); slope of channels, culverts, and conduits; typical existing and proposed cross-sections; water-surface profiles for designed conveyances and approximate water-surface profiles for natural drainage ways; location of utilities in the general. The plan shall show right-of-way required for acquisition, but shall not include survey. Show typical sections and special details on the same or separate sheets, as appropriate.
6. Prepare a written preliminary design report which shall include, but shall not be limited to, the following:
  - a. A map depicting watershed, sub-watersheds, master drainage systems by channel or reaches involved;
  - b. Tables and figures of peak flow vs. location (station) along each master drainage system profile for 2-, 5-, 10-, 50- and 100-year floods for the existing- and fully-developed conditions;
  - c. A summary of hydrology and updated for the flow-routing characteristics of each routing element and a schematic diagram for the selected plan, all assembled in an orderly fashion, relating to specific design points (or other satisfactory relationship), which shall enable them to be interpreted effectively;
  - d. Maps at a scale of 1" = 500', or another scale approved in advance by the Town, schematically depicting the Selected Plan;
  - e. A section describing drainage system criteria used for the design and, if needed, the specific on-site detention and BMP requirements recommended in the Selected Plan;
  - f. Discussion of stormwater quality, potential impacts and their mitigation, and environmental and recreational aspects of the selected plan;
  - g. A description of the operation and maintenance needs of the selected plan;
  - h. An updated detailed cost estimate, on a reach-by-reach basis for the selected plan;
  - i. Reference to all calculations and publications used. All information, including pertinent charts; graphs; and material utilized, shall be sequential, orderly and presented to the Town following an oral briefing by Design Consultant.
  - j. Preliminary design drawings of the selected plan are to be included in the report;
  - k. A commentary sheet for each preliminary design drawing on the facing page

that includes a brief summary of the drainage problems; the recommended improvements for that drawing; and a table of cost estimates, including operation and maintenance costs, for each of these improvements by drainage way and by location along the drainage way;

- l. Discussion of the priority of improvements. Improvements that interrelate to others and need to be done as a system, as well as improvements that can be implemented independently, shall be described;
  - m. An executive summary describing: selected plan and its cost on a drainage system (sub-reach) basis, including the total area of each master drainage system and length of each master drainage planning reach; and any special considerations of the Town. Place this summary at the front of the report.
7. After receiving and incorporating Town Staff comments, present Final OSP Update at the board of Trustee meeting for Town acceptance.

**EXHIBIT "B"**

(Payment Schedule and reimbursable expenses description and limit)

# EXHIBIT B



## Schedule of Standard Hourly Billing Rates

Personnel Work Class	Effective January 1, 2018 Per Hour
<b>PROJECT MANAGEMENT:</b>	
Principal	\$215.00
Senior Project Manager	\$197.00
Project Manager	\$176.00
<b>PROJECT ENGINEERING:</b>	
Senior Project Engineer/Assistant Project Manager	\$156.00
Project Engineer	\$134.00
Senior Design Engineer	\$113.00
Design Engineer	\$100.00
Senior Designer	\$114.00
Designer	\$92.00
<b>FIELD ENGINEERING:</b>	
Senior Construction Manager	\$156.00
Construction Manager/Construction Administrator	\$140.00
Senior Field Engineer	\$130.00
Field Engineer/Senior Field Technician	\$123.00
Field Engineering Technician	\$95.00
<b>DRAFTING:</b>	
Senior Technician	\$114.00
Technician	\$92.00
<b>ADMINISTRATION:</b>	
Clerical	\$85.00

*Rates will be negotiated for personnel with qualifications not identified in the above schedule.*

<b>BILLABLE EXPENSES:</b>	
Courier	Cost
Subconsultant	Cost plus 10%
GPS System	\$110.00/unit/day
Vehicle Mileage	Current Allowable IRS Rate
Special Software	Cost
Travel	Cost
Printing/Reproduction	Cost
Other Materials or Equipment	Cost plus 10%

*This Schedule of Standard Hourly Billing Rates is considered to be "CONFIDENTIAL" information. Release of any information contained herein to third parties is prohibited without written consent from Merrick & Company. The above standard rates will be held firm through December 31, 2018.*

EXHIBIT B

Man-Hour Allocation Spreadsheet  
Town of Erie  
Outfall Systems Plan Update  
East of Coal Creek

		ESTIMATED HOURS							ESTIMATED DOLLARS		
		Chevalier	Boyle	McKernan	Steninger	Goldman					
		Senior Project Manager	Project Manager	Project Engineer	Senior Design Engineer	Design Engineer	CAD Technician	Clerical	Total Hours	Travel Expenses (per mile)	Extended Task
	TASKS	\$197.00	\$176.00	\$134.00	\$113.00	\$100.00	\$92.00	\$85.00		\$ 0.575	
1	Project Management and Meetings										
1.1	Kickoff Meeting		3.0	3.0	3.0						\$1,269.00
1.2	Progress meetings (5)		6.0	15.0	15.0					300	\$4,933.50
1.3	Alternative analysis submittal review meeting		3.0	3.0	3.0					55	\$1,300.63
1.4	Public meeting for recommended alternative		3.0	3.0	3.0	4.0	4.0	2.0		55	\$2,238.63
1.5	Draft OSP update submittal review meeting		3.0	3.0	3.0					55	\$1,300.63
1.6	Final OSP update submittal review meeting			3.0	3.0					55	\$772.63
1.7	Town Board of Trustee meeting		3.0	3.0						55	\$961.63
1.8	Preparation of meeting minutes			4.0	8.0						\$1,440.00
1.9	Project Management/Coordination (36 weeks)		36.0								\$6,336.00
1.10	Contract Administration and Invoicing		12.0					6.0			\$2,622.00
1.11	Schedule Updates		4.0	4.0							\$1,240.00
	SUBTOTAL TASK 1	0.0	73.0	41.0	38.0	4.0	4.0	8.0	168.0	575.0	\$24,414.63
2	Base Mapping										
2.1	Incorporate existing (2013) topography			1.0		2.0	4.0				\$702.00
2.2	Incorporate available development topography since 2013			1.0		2.0	8.0				\$1,070.00
2.3	Incroporate DRCOG aerial imagery			0.5		1.0	4.0				\$535.00
2.4	Develop terrain surface			0.5		1.0	4.0				\$535.00
2.5	Overlay Town and DRCOG GIS data			0.5		2.0	4.0				\$635.00
	SUBTOTAL TASK 2	0.0	0.0	3.5	0.0	8.0	24.0	0.0	35.5	0.0	\$3,477.00
3	Review Existing Information										
3.1	Review previous OSP and MDP documents			4.0	8.0						\$1,440.00
3.2	Review drainage reports for existing and proposed developments within study area			4.0	12.0						\$1,892.00
3.3	Review existing soil survey information			2.0		4.0	2.0				\$852.00
3.4	Obtain existing wetland inventory			2.0		6.0					\$868.00
3.5	Field verify critical existing drainage facilities			12.0	12.0		4.0				\$3,332.00
3.6	Review existing land uses			2.0		8.0	2.0				\$1,252.00
3.7	Review land uses in Town's comprehensive plan			2.0		12.0	2.0				\$1,652.00
	SUBTOTAL TASK 3	0.0	0.0	28.0	32.0	30.0	10.0	0.0	100.0	0.0	\$11,288.00

EXHIBIT B

Man-Hour Allocation Spreadsheet  
Town of Erie  
Outfall Systems Plan Update  
East of Coal Creek

		ESTIMATED HOURS							ESTIMATED DOLLARS		
		Chevalier	Boyle	McKernan	Steninger	Goldman					
		Senior Project Manager	Project Manager	Project Engineer	Senior Design Engineer	Design Engineer	CAD Technician	Clerical	Total Hours	Travel Expenses (per mile)	Extended Task
	TASKS	\$197.00	\$176.00	\$134.00	\$113.00	\$100.00	\$92.00	\$85.00		\$ 0.575	
4	Hydrologic Analysis										
4.1	Develop watershed and sub-watershed boundaries			2.0	4.0	16.0					\$2,320.00
4.2	UDSWM conversion			2.0	2.0	8.0					\$1,294.00
4.3	Update existing and future hydrology			2.0	4.0	24.0					\$3,120.00
4.4	Calibration			2.0	4.0	16.0					\$2,320.00
4.5	Deliverable - Draft Baseline Hydrology Report										
4.5.1	Text		1.0	2.0	8.0	10.0					\$2,348.00
4.5.2	Figures			2.0	4.0	30.0					\$3,720.00
4.5.3	Appendicies			2.0	10.0	20.0					\$3,398.00
4.6	Address comments			1.0	4.0	4.0					\$986.00
	SUBTOTAL TASK 4	0.0	1.0	15.0	40.0	128.0	0.0	0.0	184.0	0.0	\$19,506.00
5	Hydraulic Analysis										
5.1	Evaluation of existing facilities		1.0	2.0	4.0	30.0					\$3,896.00
5.2	Flood hazards			1.0	4.0	2.0					\$786.00
5.3	Tabulate existing facilities and capacities			1.0	4.0	2.0					\$786.00
	SUBTOTAL TASK 5	0.0	1.0	4.0	12.0	34.0	0.0	0.0	51.0	0.0	\$5,468.00
6	Alternatives Analysis										
6.1	Create alternative pre-screening matrix			2.0	8.0						\$1,172.00
6.2	Site visit			8.0	8.0					65	\$2,013.38
6.3	Develop alternatives	2.0	2.0	8.0	16.0	30.0	6.0				\$7,178.00
6.4	Evaluate alternative impact on water quality			2.0	8.0	8.0					\$1,972.00
6.5	Evaluate alternative maintenance requirement			1.0	1.0	6.0	2.0				\$1,031.00
6.6	Deliverable - Alternative Evaluation Report										
6.6.1	Revisions to previous sections			2.0	4.0	2.0					\$920.00
6.6.2	Alternatives text			4.0	16.0	16.0					\$3,944.00
6.6.3	Exhibits			4.0	8.0		8.0				\$2,176.00
6.6.4	Tables			1.0	4.0						\$586.00
6.6.5	Cost Estimate			2.0	4.0	4.0					\$1,120.00
6.7	Address comments			2.0	8.0	8.0	4.0				\$2,340.00
	SUBTOTAL TASK 6	2.0	2.0	36.0	85.0	74.0	20.0	0.0	219.0	65.0	\$24,452.38

EXHIBIT B

Man-Hour Allocation Spreadsheet  
Town of Erie  
Outfall Systems Plan Update  
East of Coal Creek

Town of Erie Outfall Systems Plan Update East of Coal Creek		ESTIMATED HOURS							ESTIMATED DOLLARS		
		Chevalier	Boyle	McKernan	Steninger	Goldman					
		Senior Project Manager	Project Manager	Project Engineer	Senior Design Engineer	Design Engineer	CAD Technician	Clerical	Total Hours	Travel Expenses (per mile)	Extended Task
	TASKS	\$197.00	\$176.00	\$134.00	\$113.00	\$100.00	\$92.00	\$85.00		\$ 0.575	
7	OSP Update - Conceptual Design Phase										
7.1	Revise plans and report based on selected alternative			2.0	4.0	2.0					\$920.00
7.2	Develop conceptual design profiles			6.0	6.0	12.0	24.0				\$4,890.00
7.3	Develop conceptual design maps			6.0	6.0	12.0	24.0				\$4,890.00
7.4	Develop detention/BMP requirements as necessary			4.0	8.0						\$1,440.00
7.5	Deliverable - Outfall Systems Plan Report										
7.5.1	Conceptual design report	2.0	4.0	4.0	20.0	32.0					\$7,094.00
7.5.2	Conceptual design details			4.0	12.0		12.0				\$2,996.00
7.5.3	Conceptual typical sections			2.0		12.0	12.0				\$2,572.00
7.5.4	Maps and Exhibits			4.0	12.0	20.0	26.0				\$6,284.00
7.5.5	Commentary sheets for each conceptual design drawing			2.0	4.0	16.0					\$2,320.00
7.5.6	Develop detailed cost estimate for recommended plans			1.0	1.0	4.0					\$647.00
7.5.7	Prepare excecutive summary			1.0	2.0						\$360.00
7.6	Address comments			4.0	8.0	8.0	8.0				\$2,976.00
	SUBTOTAL TASK 7	2.0	4.0	40.0	83.0	118.0	106.0	0.0	353.0	0.0	\$37,389.00
	TOTAL ALL TASKS	4.0	81.0	167.5	290.0	396.0	164.0	8.0	1110.5	640.0	\$125,995.00