

## **Agreement for Professional Services**

This Agreement for Professional Services (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (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, Colorado 80516, (the "Town"), and CONSOR Engineers, LLC dba Apex Design, an independent contractor with a place of business at 1675 Larimer Street, Suite 400, Denver, Colorado 80202 ("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 and known as: Traffic Signal Communication Project (P18-444).

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 \$118,747.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

### **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 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 a 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; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; 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 such work without providing notice to or receiving consent from Contractor.

## **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, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including 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 act, 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. 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. Illegal Aliens**

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

**X. 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 United States 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, storms, 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**

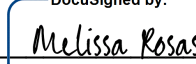
\_\_\_\_\_  
Jennifer Carroll, Mayor

ATTEST:

\_\_\_\_\_  
Heidi Leatherwood, Town Clerk

**Contractor**

By:

DocuSigned by:  
  
\_\_\_\_\_  
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Melissa Rosas, Senior Vice President

## No Employee Affidavit

***[To be completed only if Contractor has no employees]***

### 1. Check and complete one:

☐ I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Erie (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

### 2. Check one.

☐ I am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Department Program Affidavit

***[To be completed only if Contractor participates in the  
Department of Labor Lawful Presence Verification Program]***

I, \_\_\_\_\_, as a public contractor under contract with the Town of Erie (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Exhibit A**

### **Scope of Services**

#### **Task 1 – Project Administration and Management**

Contractor will relay the project status directly to the Town project manager. We will maintain a project contact list, prepare and distribute meeting minutes, and organize project deliverables. We will also prepare progress summaries and invoices monthly. Each submittal will be QC'd for accuracy, following Contractor's procedures, prior to submission. QC effort is included as a separate task.

Deliverables for this task include:

- Monthly progress reports
- Monthly invoices

#### **Task 2 – Project Meetings**

##### Kick-off Meeting

Upon Notice to Proceed, a kick-off meeting will be scheduled with The Town and Contractor staff. It is anticipated that the meeting will be held virtually. The purpose of this meeting will be to confirm the initial tasks, schedule, and approach.

##### Scoping Meeting

Following the kick-off meeting and after some of the initial project development has been completed, a detailed scoping meeting will be scheduled with the broader stakeholder group (the Town, DRCOG, CDOT, and others as identified and appropriate). The purpose of this meeting is to discuss schedule, scope elements that are of interest to the CDOT disciplines (Environmental, Right-of-Way, Utilities), necessary project coordination, requests for information, and review the "Work elements to be completed and provided by others" section of this scope.

##### Progress Meetings

Monthly progress reports with the Town are anticipated to maintain regular communication and report progress, discuss placement of proposed devices, review design progress, and review the project schedule. Additional coordination meetings will be held with necessary agencies as the need arises.

##### Combined FIR/FOR Meeting

Design team staff will prepare for, attend and help facilitate a combined FIR/FOR (90% design) meeting to review the plans and specifications.

Deliverables for this task include:

- Meeting agendas and minutes

#### **Task 3 – Review Existing Communication Design**

Contractor will review the communication design prepared by WL.

##### Review Existing Communication Design

Contractor will review the documentation and proposed report submitted by WL, prepared by Intuicom, from a high-level perspective. The review will be primarily qualitative, seeking opportunities for additional values that may be obtained, or for considerations that may not have been made. Examples of possible suggestions may

include redundant connections, leveraging other town buildings as repeater sites (to mitigate the need for fiber due to line of sight issues).

Deliverables for this task include:

- Design review checklist notes

#### **Task 4 – Central Traffic Signal System Procurement**

The town will be procuring a centralized traffic signal system software, and Contractor will assist the Town in reviewing traffic signal system software options, supporting the town's decision making process to select a system, and the navigating the procurement requirements from the federal grant.

##### Existing Conditions and Needs Assessment

Contractor will discuss the existing conditions with the Town, as pertaining to the town's existing traffic signal system, to understand the operating environment within which the Town's traffic signals operate. Included in this is a discussion of the Town's needs regarding the traffic signal system (e.g., fault monitoring and reporting, remote access, resilience, support environment, server requirements (e.g., on-premise, hosted, hybrid), etc.). We will identify what other existing traffic signal systems are in use by neighboring agencies and discuss any collaboration needs with the Town. Needs will be summarized and limited to ten (10) items to be evaluated later against vendor capabilities.

##### Research and Review Software Options

Contractor will suggest to the Town several possible traffic signal system vendors for further investigation within this task. After discussing this with the Town, Contractor will contact up to three (3) vendors of the Town's choice, and contact the vendor to assess the suitability.

##### Prepare TS System RFP SOW

Assuming that discussions with vendors do not provide an obvious solution that is price compatible with the Town's needs, Contractor will prepare functional requirements documentation developed recently for another small agency to address the needs identified by the Town. The functional requirements will be designed to be advertised by the Town, and will allow the Town to employ a competitive bidding process and define warranty terms. Contractor will work with the Town's project manager to review boiler plate procurement documents for the proposed RFP, and prepare the technical aspects of the RFP documents, including the existing conditions, system needs, as well as the Functional Requirements. These materials will be packaged as the proposed RFP's Scope of Work. The Functional Requirements will be furnished as a pdf as well as a spreadsheet, for vendors will be required to complete and submit as part of their RFP responses. If the functional requirements are not desired/needed, then Contractor will redirect the labor assumed for this task to support the Town in a direct purchase of a particular manufacturer, on a time and materials basis.

##### Software Selection Assistance

Contractor will provide assistance to the Town by compiling, tabulating, and reviewing the vendors' RFP responses. Contractor will prepare a brief qualitative assessment summarizing how the vendors' software solutions address each of the needs.

Comments regarding key responses may be tabulated. Contractor and the Town will discuss the findings and develop a short-list of two vendors based on the Town's selection, and Contractor will proceed to check references for up to two (2) customers per vendor, for a total of 4 reference checks. The Town is encouraged to attend the meetings, and assume the format will be video conferencing, allowing for screen sharing of the customer's system to maximize efficiency. Reference checks will be summarized into brief meeting notes and added to the Vendor E-response summary for final review and selection by the Town. On-site system demonstrations by vendors are not anticipated.

Deliverables for this task include:

- Draft RFP Scope of Work, with Existing Conditions and Needs
- Updated Draft RFP Scope of Work, with revised Existing Conditions and Needs, and draft Functional Requirements
- Final RFP Scope of Work
- Summary of vendor RFP responses
- Summary of reference checks

### **Task 5 – Fiber Design Field Review**

Following the kick-off meeting, a field review will be conducted to examine the project corridor. This task will be completed in coordination with Town staff.

#### Field Review

The purpose of the field review is to identify site specifics, conduit running lines, any conduit and pull box installation constraints, and access to the police station. We will verify the location and configuration of existing central and field equipment, and inspect each applicable traffic signal cabinet location to verify the method of conduit entry, as well as verify available rack space to support the installation of patch panels, Ethernet switches, UPS, and spread spectrum radios.

#### Follow-up Field Review

It is anticipated that an additional field review will be required prior to the FIR/FOR meeting and Final submittal. This review will be needed to address questions that arise during the design process.

### **Task 6 – Plan Package Preparation**

Design plan packages will be prepared for submittal at 60%, 90% (FIR/FOR), and Final/Ad levels of completion. Contractor will perform a detailed QC review of all submittal documents including the plans, details, network diagrams, splicing details and specifications prior to submitting to the Town and CDOT. The design will also need to coordinate with the Leyner Cottonwood Ditch. Design needs will be coordinated with the Ditch Company and included in the plans. The Town will be responsible for establishing any agreements and permitting fees.

#### 60% Design

The following sheets are anticipated to be included in the 60% submittal to the Town and CDOT:

- Title Sheet (1)
- Standards Plans List (1)
- General Notes (3)

- SAQ (2)
- Traffic Control (1)
- Construction Notes and Legend (1)
- Fiber Plan Sheets (6) (assuming 50-scale drawings, but 100-scale may be used)
- Radio Plan Sheets (4) (assuming four intersections per sheet)

#### 90% Design (FIR/FOR Plans)

The 60% plans will be updated based on the Town's comments. The following sheets are anticipated to be included in the 90% submittal to the Town and CDOT:

- Title Sheet (1)
- Standards Plans List (1)
- General Notes (3)
- SAQ (2)
- SWMP (4)
- Traffic Control (1)
- Construction Notes and Legend (1)
- Fiber Plan Sheets (6) (assuming 50-scale drawings, but 100-scale may be used)
- Radio Plan Sheets (4) (assuming four intersections per sheet)
- Network Diagram (1)
- Splicing Diagrams (2)
- Detail Sheets (6)
- SUE Sheets

#### Final AD Design

The plan sheets from the 90% design will be updated to address comments from the Town and CDOT.

Deliverables for this task include:

- 60% Design plans for the Town review
- 90% (FIR/FOR) plans for the Town/CDOT review
- Final AD plans

### **Task 7 – Project Special Provisions and Opinion of Probable Cost**

Where possible, specifications used on previous CDOT and local agency projects will be utilized. New specifications may need to be created for the Town-preferred equipment.

#### Project Special Provisions

Contractor will provide a project special provisions at the 90% and final submittals. Specifications will utilize existing specifications from the Town, CDOT, or other local agencies as much as possible. Up to three (3) custom specifications will be prepared for preferred equipment (e.g., Ethernet switches, end equipment, radio equipment).

#### Opinion of Probable Cost

An engineer's opinion of probable construction cost will be prepared at the 60%, 90%, and final deliverables. Unit prices will use bid data from similar projects and CDOT cost data.

Deliverables for this task include:

- 90% (FOR) and Final Project Special Provisions
- Opinion of Probable Cost at 60%, 90%, and Final Plan Levels

### **Task 8 – Project Bidding Assistance**

Contractor will provide a limited number of hours for pre-bid assistance to the Town to help answer contractor questions, provide design clarifications, prepare addendums, and attend the pre-bid meeting, as required.

Deliverables for this task include:

- Responses to contractor questions prior to award for construction
- Addendums

### **Task 9 – Subsurface Utility Engineering (SUE)**

Subconsultant Reconnaissance will complete the QL-D utility research as well as the QL-B utility field work. Subconsultant MurraySmith will complete the engineering and provide the final signed and sealed SUE plans.

### **Task 10 – Environmental Assessment**

Subconsultant Pinyon will provide the necessary environmental assessments to obtain CDOT environmental clearance. Contractor will include the recommendations from Pinyon and CDOT in the plans and specifications, as necessary.

### **Assumptions, Exclusions, and Work Elements to be completed and provided by others:**

The scope of work for this project is based upon the following assumptions:

- All work is assumed to be within existing right-of-way. Title research and ROW plans are excluded.
- Town ROW information will be provided by the Town in an geo-rectified cad/gis format to be included in the design.
- The Town will prepare and submit Environmental, ROW, and utility clearance letters to obtain concurrence to advertise.
- The Town will provide aerial imagery covering the fiber project corridor. If not available, Contractor will alternatively use free USGS aerials.
- Bid notification, contract documents preparation, and plan reproduction will be completed by the Town.
- Controller firmware and hardware needs definition and procurement support are not needed, or included in this scope of work. The town uses Econolite Cobalt ATC controllers.
- Detailed wireless planning and analysis, if the Town determines it is needed as a result of Contractor's recommendations following review of the communication system, would be performed by others.
- Systems Engineering Analysis is excluded from this scope.
- Signal timing optimization or before/after benefits estimation (for example, for CMAQ funding benefits reporting purposes).
- Design is assumed to end at the Police Station entry point, identified by the Town. The Town facilities contact or Town IT will determine the Inside Plant needs from the entry point to the server.
- Potholing (test holes) is excluded.