

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 22 day of May 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Ayres Associates, located at 3665 JFK Parkway, Building 2, Suite 100, Fort Collins, Colorado 80525, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from date of Agreement execution.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the not to exceed amount of sixty-one thousand seventy dollars and zero cents (\$61,070.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
- 4.2. Should the survey, or any other work specified in Exhibit A be determined by the City of Brighton not to be required, the County shall notify Contractor to remove said work from the scope. There shall be no payment for said removed work.
5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
6. **NONDISCRIMINATION:**
- 6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**
- 6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property; caused or sustained by any person(s) as a result of the Contractor's negligent performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' negligent performance or failure to perform pursuant to the terms of this Agreement.

8. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:

8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

- 10.1. The Contractor warrants to the County that the service provided under this Agreement were performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and in similar locations.

11. TERMINATION:

- 11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Community and Economic Development
Contact: Kristin Sullivan
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6857
E-mail: KSullivan@adcogov.org

Department: Adams County Purchasing
Contact: Jennifer Tierney
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6049
E-mail: JTierney@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Ayres Associates
Contact: Christopher G. Pletcher
Address: 3665 JFK Parkway, Building 2, Suite 100
City, State, Zip: Fort Collins, Colorado 80525
Phone: 970.797.3528
E-mail: PletcherC@AyresAssociates.com

12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.

13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Adams County, Interim County Manager



Raymond H. Gonzales

22 MAY 2017

Date

Ayres Associates



Signature

May 17, 2017

Date

Chris Pletcher

Printed Name

Manager - Municipal Engineering

Title

Attest:

Stan Martin, Clerk and Recorder



Deputy Clerk

Approved as to Form:



Adams County Attorney's Office

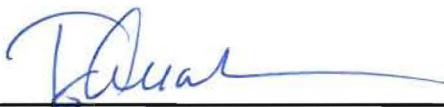
NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Larimer)

STATE OF Colorado)SS.

Signed and sworn to before me this 17 day of May, 2017,

by Christopher Pletcher,



Notary Public

TAWNY QUAST
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164017606
MY COMMISSION EXPIRES MAY 06, 2020

My commission expires on: May 6, 2020

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Ayres Associates Inc May 17, 2017
Company Name Date

Chris Pletcher
Signature

Chris Pletcher
Name (Print or Type)

Manager - Municipal Engineering
Title

Note: Registration for the E-Verify Program can be completed at:
<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

April 13, 2017

Kristin Sullivan, AICP
Deputy Director, Community & Economic Development
4430 South Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601-8204

Re: Subdividing Adams County Property at 1931 Bridge Street

Dear Ms. Sullivan :

We appreciate the opportunity to provide you with an updated scope of work and fee proposal for the Bridge Street property. Below is a brief recap of the items contained in the original scope and their status at this time:

ALTA and Topographic Survey	Complete (but expired)
Phase I Environmental Study	Complete (may require update letter)
Underground Utility Locates	Complete
Develop two alternative for subdividing the property	Complete
Preliminary and Final Plat	Not Started
Analyze Drainage	Not Started
Operation and Maintenance Plans	Not Started
Land Use and Zoning Application	Not Started
Subdivision Improvement Agreement	Not Started
Development Agreement	Not Started

Scope of Work for Subdividing 1931 Bridge Street

PROJECT OBJECTIVES: The ultimate goal of the project is for Adams County to be able to sell the southern portion of the property located at 1931 Bridge Street. The northern portion of the property is in use by the County and will remain in service. In order to sell the southern portion of the property the site will need to be legally subdivided (minor subdivision). In addition, the County intends to re-zone the property to a C-3 from its current designation of Public Lands. The re-zoning will also require a minor amendment to the Comprehensive plan but this can be processed administratively by Brighton City staff with the rezoning. At this point in time Adams County does not intend to change the URA boundary for the site. A future owner could pursue this if they would like and it would require a URA plan amendment and blight study to be completed.

The project can generally be broken into three (3) phases which include Surveying, Engineering and Site Planning. Survey work was completed in 2014. However, the Brighton Preliminary Subdivision Plat Checklist indicates that an ALTA survey must be complete within one year of the subdivision plat application. It is assumed that the ALTA survey will need to be redone. Additionally, the title

commitment will need to be redone to be current. The Engineering phase of this work will include an investigation into the current storm drainage system for the site and determining how that will be impacted by subdividing the property. Currently there is a detention pond which appears to serve the entire site located on the north west side of the site directly west of the existing building which is still in use. There is a curb cut on the south east corner of the pond which appears to allow runoff from the southern portion of the lot to drain into the pond. The Planning phase of the work will include all of the submittals, meetings, public hearings, public meetings etc. required to address comments and questions from the County and City staff and review boards.

GENERAL

The project site is located at 1931 Bridge Street in Brighton Colorado. Adams County would like to subdivide the site and sell the southern portion. This scope of work describes the steps necessary to accomplish the County's goals.

Ayres Associates' project manager will be Gene MacDonald, 970.797.3591 (office); 307.214.7065 (cell)
Other Ayres Staff: Darci Hendon (engineer), 970.797.3593 (office)

Task 1 – Meetings, Coordination, Data Collection

1.1 Project team RE-kick-off meeting. A project team RE-kick-off meeting shall be held at the County's offices with County staff and appropriate team members. Ayres shall prepare and present a schedule that encompasses the three phases of the project. Ayres Associates shall prepare and distribute meeting minutes.

1.2 Progress meetings. Regular team progress meetings to discuss the progress of the project will be held. We propose meeting with County staff on a monthly basis. Ayres and other team members would attend the meetings as required during the course of the design. These meetings may also include other County or City staff or review authorities as needed to continue with the process. Meetings will be held at the County office or other agreed upon location. A total of 4 progress meetings are included in this scope. At and following the meetings, Ayres will provide the following.

- Schedule updates at each meeting
- Summary of meeting minutes including action items
- Written updates via email at other times as deemed necessary by Ayres and County staff

Task 2 – Survey Phase

Note: The coordinate system projection will be State Plane Colorado North. Ayres will use appropriate ground scale factors to establish property related boundaries.

2.1 Data Collection. Field data collection and processing of the site including the following:

- Verify previously set local site control network.
- Complete Alta Survey of the portion of the site that is to be subdivided.
- Verify location of existing property boundaries and monumentation.

2.2 Plat Preparation and Monumentation. Minor subdivision will be completed based on analysis completed in Task 3. Task 2.3 will be performed in conjunction with the Task 3.6 and Task 4 phases. Lot subdivision will include:

- Preparation of vicinity sketch plan and pre-application conference with the City of Brighton Planner.
- Preliminary plat preparation per the City of Brighton Municipal Code.
- Final Plat preparation per the City of Brighton Municipal Code.

2.3 Commitment for Title Insurance. The ALTA survey will also require a title commitment be completed for the site. Land Title will be providing a product called an "informational binder" which is acceptable to the insurance commission. The binder is essentially a commitment for title insurance that is used for title information only and no policy or policies are anticipated.

Task 3 – Engineering Phase

3.1 Alternative Analysis for lot layout. After obtaining all of the data in Tasks 1 and 2 Ayres will prepare several alternatives for the subdivision of the proposed lot. Factors to consider will include drainage implications, utility impacts, driveway and adjacent roadway access for existing or proposed buildings, parking lot impacts etc. Ayres will sit down with County staff during this process and work through the pros and cons of each alternative. Once the final alternative is selected Ayres will prepare the final plat and design documents required for the review process.

3.2 Analyze existing drainage facilities. This task assumes Ayres will be able to obtain some documentation of the existing drainage facilities, related to how they were sized and designed etc. Ayres will prepare a drainage plan and report for the subdivided property. The report will detail how the current building and associated area will continue to drain and be served by the existing detention pond and how the new subdivided property will be drained in the future. If the effective drainage report for the site is not available, then Ayres will determine the current function of the detention pond based on the Alta Survey data obtained in Task 2.1. Detailed survey data will be critical to the accuracy of the drainage analysis.

3.3 Operation and Maintenance Plans. Because of the nature of the existing lot, it is assumed that even after being subdivided there will be some shared responsibilities related to maintaining the infrastructure, such as drainage and driveways etc. Ayres will work with the County to prepare an operations and maintenance plan for the subdivided lot.

3.5 Initial Meeting with City and County Review staff. This task provides time for Ayres staff to sit down with the City and County reviewers and go over the proposed plans, reports, legal descriptions etc., prior to the initial submittal. Prior to our original proposal, Holly Prather of the City of Brighton specifically recommended that we meet with Diane Phin prior to our submittal. The goal is to make sure the submittal package is complete and that no red flags are apparent at the time of submittal.

Task 4 – Planning Services Phase

This phase of the project is specifically focused on working through the review process with each of the entities regarding the subdivision of the property. Those entities will likely include the Boards of Adjustment, Planning Commission, Board of County Commissioners and City Council.

4.1 Prepare Land Use and Zoning Applications for Review. Ayres staff will prepare the land use and zoning applications for submittal by County and City staff along with the review boards mentioned above.

4.2 Prepare Subdivision Improvement agreement. If necessary, Ayres will prepare the subdivision improvement agreement for review.

4.3 Planning and Zoning meetings. Andrea Faucett will prepare for and attend the planning and zoning meetings to speak on behalf of the County regarding the subdivision of the property. In addition, Andrea will attend all public hearings, and will schedule and attend all public meetings related to this project and speak on behalf of the County.

4.4 Development Agreement. Ayres will create a development agreement for the subdivided property which will address the future escrow of road improvement funds and the use of the detention pond.

Compensation

Engineer will invoice monthly for the work performed during the prior month in accordance with the Consultant's current hourly rate schedule. See the attached Fee Schedule for the proposed costs for each Task.

Task 1 – Meetings and Coordination: \$9,125

Task 2 – Survey Phase: \$19,750

Task 3 – Engineering Phase: \$9,177

Task 4 – Planning Services Phase: \$23,018

Questions

In reviewing the original scope and the work which has already been done, we have some questions pertaining to the project:

1. The Brighton Subdivision Plat Checklist states that the ALTA/ASCM Land Title Survey is to have been completed within the last year of the application submittal. The ALTA survey was done in 2014. Will this survey need to be redone as this project moves forward?
2. Is it your intent to plat this property as a single lot or multiple lots?
3. Preparation of a Subdivision Improvement Agreement was contained within our original scope of work, "if necessary." Do you anticipate this will be required? If so, do you have a template agreement we can work from?

Kristin Sullivan, AICP

April 13, 2017

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4. Preparation of a Development Agreement was contained within our original scope of work where the development agreement would address the future escrow of road improvement funds and the use of the detention pond. Do you have a template for this agreement we can work from? If this agreement needs to be drafted from scratch will your attorney be involved to draft the legal portions of the document; Ayres will provide the engineering portions.

We look forward to working with you on this project.

Sincerely,

Ayres Associates Inc



Christopher G. Pletcher, PE

Manager – Municipal Engineering

Direct: 970.797.3528

Cell: 970.218.5546

PletcherC@AyresAssociates.com

Ayres Associates - Professional Services Fee Proposal
 Subdividing Adams County Property at 1931 Bridge Street
 Revised 4/13/2017



LABOR DETAIL AND SUMMARY OF DIRECT AND SUBCONSULTING COSTS BY TASK

Task	Description	Project Manager (Gene MacDonald)	Project Engineer (Darci Hendon)	Engineer	CAD / GIS	Clerical	Total Labor Cost	Direct Costs	Sub- Consultants	Total by Task
		\$170	\$145	\$95	\$120	\$55				
Task 1	Meetings, Coordination, and Data Collection									
1.1	Re-Start Coordination Meeting	6	6				\$ 1,890	\$ 187		\$ 2,077
1.2	Progress meetings (assumes 4)	20	20				\$ 6,300	\$ 748		\$ 7,048
	Subtotal	26	26				\$ 8,190	\$ 935		\$ 9,125
Task 2	Survey Phase									
2.1	Alta Survey						\$ -		\$ 7,500	\$ 7,500
2.2	Preliminary Plat						\$ -		\$ 8,000	\$ 8,000
2.3	Final Plat						\$ -		\$ 3,500	\$ 3,500
2.4	Commitment for Title Insurance	4							\$ 750	\$ 750
	Subtotal	4					\$ -	\$ -	\$ 19,750	\$ 19,750
Task 3	Engineering Phase									
3.1	Alternative Analysis for lot layout	4	8		16		\$ 3,760			\$ 3,760
3.2	Analyze existing drainage facilities	2		12			\$ 1,480			\$ 1,480
3.3	Operation and Maintenance Plans	4	4	4		4	\$ 1,860			\$ 1,860
3.4	Phase I Environmental Study (Smith)						\$ -			\$ -
3.5	Initial Meeting with Reviewers	6	6				\$ 1,890	\$ 187		\$ 2,077
	Subtotal	16	18	16	16	4	\$ 8,990	\$ 187	\$ -	\$ 9,177
Task 4	Planning Services Phase									
4.1	Prepare Land Use and Zoning Applications	16	8		16	2	\$ 5,910			\$ 5,910
4.2	Prepare Subdivision Improvement agreement	16	6		4	2	\$ 4,180			\$ 4,180
4.3	Planning and Zoning Meetings	32	12				\$ 7,180	\$ 748		\$ 7,928
4.4	Review and application fees (approximate)						\$ -	\$ 5,000		\$ 5,000
	Subtotal	64	26		20	4	\$ 17,270	\$ 5,748	\$ -	\$ 23,018
	Total	110	70	16	36	8	\$ 34,450	\$ 6,870	\$ 19,750	\$ 61,070



AYRES ASSOCIATES INC
PROFESSIONAL SERVICES RATE
January 2017 – December 2017

PERSONNEL	2017 (\$)
Principal Engineer/Senior Associate	200.00
Senior Engineer	185.00
Senior Project Manager	170.00
Project Manager	150.00
Senior Scientist	140.00
Urban Planner	146.00
Project Engineer III	145.00
Project Engineer II	130.00
Project Engineer I	115.00
Engineer*/Scientist	95.00
Engineering Technician	70.00
Construction Resident	70.00
Senior CADD Technician	120.00
CADD Technician	80.00
Word Processor/Technical Editor/Contract Administrator	75.00
Clerical/Billing Clerk	55.00
*Graduate Engineer without P.E. license	
**Deposition and Litigation - 50% surcharge on hourly rates	

*College graduate in engineering, but not yet licensed

Direct charges including, travel costs, rental costs, and other direct project costs, will be invoiced at actual cost or based on rates set forth in the attached standard rate schedule. All rates are subject to revision on an annual basis.

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