

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 91-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A
SPECIAL PROJECT TASK ORDER FOR JVA, INCORPORATED TO
COMPLETE HIGHLAND LAKE CONSTRUCTION DOCUMENTS
(PHASE 1 ONLY)**

WHEREAS, the Town of Mead is authorized under C.R.S. § 31-15-101 to enter into contracts for any lawful municipal purpose; and

WHEREAS, the Town has contracted with JVA, Incorporated (“JVA”) for general engineering services, including the provision of engineering work for special projects pursuant to task order, under that certain professional services agreement dated March 11, 2019 (“JVA Contract”); and

WHEREAS, the Town has need of JVA’s services to assist with the completion of engineering and construction documents for the Highland Lake improvements (Phase 1) located at 16983 WCR 5 in the Town of Mead, Colorado (the “Services”); and

WHEREAS, specifically, the Services will be performed by JVA and Design Concepts Landscape Architects (DCLA), Ground Engineering and Flatirons Surveying, Inc., as subconsultants to JVA; and

WHEREAS, the Services are based on the Highland Lake Master Plan prepared by DCLA dated July 2019; and

WHEREAS, in accordance with the JVA Contract, Task Order No. 2020-014, attached hereto as **Exhibit 1** (“Task Order”), has been completed for the Services; and

WHEREAS, the cost of the Services is **fifty-four thousand three hundred five dollars and no cents (\$54,305.00)**, and funds for the Services have been budgeted in the Town’s approved 2020 Budget (18-52-5500, Capital Outlay Parks & Open Space); and

WHEREAS, the Board of Trustees desires to approve the Task Order in substantially the form attached to this Resolution and delegate authority to the Town Manager to execute the Task Order.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

Section 1. The Board of Trustees hereby: (a) approves the Task Order in substantially the same form as is attached hereto and incorporated herein; (b) authorizes the Town Manager, in consultation with the Town Attorney, to make such non-material changes to the Task Order that do not increase the Town’s obligations; and (c) authorizes the Town Manger to execute the Task Order when in final form.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Certification. The Town Clerk shall certify to the passage of this resolution and

make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 9th DAY OF NOVEMBER, 2020.

ATTEST:

TOWN OF MEAD:

By 
Mary E. Strutt, MMC, Town-Clerk



By 
Colleen G. Whitlow, Mayor

Exhibit 1
Task Order No. 2020-014

[see attached task order and memorandum]



TASK ORDER - SPECIAL PROJECTS

TASK ORDER NO.: 2020-014

Task Name: Highland Lake Construction Documents – Phase 1

Requested By: Public Works, Erika Rasmussen **Proposed Start Date:** November 9, 2020
(Town Dept. / Project Mgr.)

Funding Source: 18-52-5500 **Proposed Completion Date:** December 31, 2021

Tasks / Deliverables: See attached memorandum **Total Task Order Budget:** \$54,305

Approval:



Town Manager

Date: 11/2/2020

Additional Comments: This Task Order is not valid without attached Task Order memorandum, approved by the Town Engineer.

Attachment: Task Order Memorandum

FINANCE DIRECTOR/TREASURER REVIEW:

Finance has reviewed this Task Order and the funds:

are appropriated

are not appropriated (note: _____)

By:  11/2/2020

Account reference/information: 18-52-5500 Capital Outlay Parks & Open Space



TASK ORDER MEMORANDUM

To: Helen Migchelbrink, Town Manager

From: Erika Rasmussen, Town Engineer/Public Works Director

Date: November 2, 2020

Subject: Highland Lake Construction Documents – Phase 1

Task Order No.: 2020-014

This Task Order Memorandum has been prepared in accordance with the Town's Professional Services Agreement (PSA) with **JVA, Inc.** (the "Contractor") for engineering services, including special projects. No special projects shall be performed by the Contractor until the Town's Authorized Representative has executed a Task Order authorizing the Contractor to proceed with the Task(s) identified below.

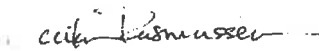
Task(s) to be performed: Construction documents for Highland Lake Park Phase 1 to include northern parking lot, boat loading and ramp, the fishing pier and 1 shade structure. This includes the landscaping and architectural portion of the project being completed by Design Concepts Landscape Architects as a subconsultant. Their Phase 1 scope includes vendor coordination, layout and design of the fishing pier, one shade structure and one portable restroom enclosure.

Time schedule: Complete by December 31, 2021.

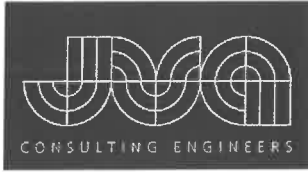
Deliverables: See attached scope of work.

Charges: Unless otherwise set forth in this Task Order Memorandum, the Charges authorized herein shall be considered a not to exceed (NTE) figure. Charges shall be calculated pursuant to the hourly rates in the PSA, unless otherwise set forth herein. A copy of the Letter Agreement related to the Task(s) outlined above is attached to this Task Order Memorandum as ATTACHMENT A. I have reviewed and approved the Letter Agreement, and I therefore request that you proceed to approve the attached Task Order, which will authorize the Contractor to proceed with the special project described above for the not to exceed fee of \$54,305.00.

Review and approval of Task Order Memorandum:


Erika Rasmussen, Town Engineer

(Note: This Task Order Memorandum is not valid unless and until a Task Order has been executed by the Town Manager and approved by the Finance Director.)



JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
303.444.1951
info@jvajva.com

October 26, 2020

www.jvajva.com

Ms. Erika Rasmussen, Town Engineer
Town of Mead
441 Third Street
Mead, CO 80542

Reference: Town of Mead – Highland Lake Construction Documents (Phase 1 Only)
Letter Agreement for Civil Engineering Services

Dear Erika:

JVA, Inc. (JVA) has estimated the scope of work and associated fees required to provide civil engineering services to Town of Mead (CLIENT). The estimated scope and fees are for the Highland Lake project at 16983 WCR5 in the Town of Mead (Town).

SCOPE OF WORK

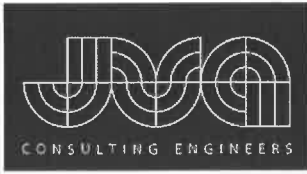
The scope of services below is based on our discussions to date and review of the information provided. The proposed scope is based on the Highland Lake Master Plan prepared by Design Concepts Landscape Architects dated July 2019. The Master Plan includes parking areas, boat ramp, floating fishing pier, picnic shelters, a concession stand/restroom facility, and nature play areas. The Master Plan notes that the historic cabin will be relocated on site, but said cabin has been removed from the site, and therefore the scope does not include relocation of the historic cabin. The site currently has an existing domestic water service, and it is assumed that the existing tap is adequate for the proposed uses. The restroom facility will be designed as a vault system, therefore, extending a sanitary sewer service to the property is not included in the scope at this time. Detention Facilities are not anticipated to be required for this project and design is not included in the scope and fee.

The project is anticipated to be constructed in three phases. Phase 1 will include the northern parking lot, boat loading and ramp, the fishing pier, and one shade structure. Phase 2 will include the restroom and concessions building. Phase 3 will include the southern portion playground areas and concrete walking paths. As requested, this scope and fee only includes Phase 1. Design services for the future phases will be completed under a separate fee letter if requested.

We have included the following subconsultants to complete the project:

Design Concepts Landscape Architects (DCLA) will complete the landscaping and architectural portion of the project. Their Phase 1 scope includes the vendor coordination, layout and design of the fishing pier, one shade structure and one portable restroom enclosure. Please refer to their scope and fee letter for additional information and exclusions.

Flatirons Surveying, Inc. (FSI) will complete the topographic survey for the property. Flatirons has previously completed an Improvement Survey Plat on the property, and they will verify and add topographic information to the previous survey. Depending on the timing of the topographic survey, it is anticipated that Flatirons will need to re-visit the site at the time of low water in order to obtain topographic information below the normal water surface elevations.



Ground Engineering (Ground) will complete the geotechnical investigation for the project. Their scope includes drilling six (6) test holes, three (3) within the building footprints, and two (2) within the proposed parking lots, and one (1) hole drilled as close as possible to the water level for the boat ramp. Ground will prepare a report to develop geotechnical parameters for structural foundation types, floor systems, site grading/earthwork, and pavement sections. Retaining wall design parameters are not included since retaining walls are not anticipated on the project.

JVA's structural department will complete the structural components of the project. The two group shelters (15x15 and 25x20) are prefab structures. JVA shall be responsible for design of foundations only. Prefab supplier shall provide JVA with gravity and lateral forces for foundation design. The new concessions/restroom is a prefab structure. JVA shall be responsible for design of foundations only. Fishing Pier (floating) is to be provided by an independent vendor. JVA's services limited to bulkhead at edge of Highland Lake. Special Inspections are not included in this scope and fee.

JVA is not aware of any jurisdictional wetlands that will be impacted by this project. Wetland mitigation and any special 404 permitting is not included in this scope and fee.

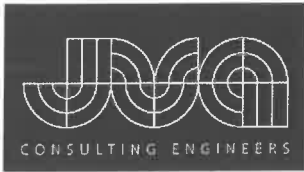
For purposes of this proposal, we have included Basic Services for the development of the site alone. If additional roadway and utility infrastructure is required outside this area, we have assumed that this will be negotiated separately. Based on this information and our understanding of the design efforts required for Park sites, the civil engineering services anticipated for this project include the following detailed tasks:

Initial Investigation & Schematic Design

1. JVA will initiate the topographic survey and geotechnical investigations.
2. JVA will assess the existing site conditions in the field and review the topographic survey information provided. At this time, we will request any additional surveying efforts and determine the need for additional geotechnical studies.
3. JVA will provide preliminary grading and investigate drainage issues related to the existing site, and work with Town and DCLA for site layout. We will attend initial one coordination meetings Town staff to kick off the project and determine requirements.
4. JVA will produce the schematic design plans and narrative, including rough earthwork calculations, required for this phase of design. One team coordination meeting and one Owner review is anticipated.

Design Development Phase

5. JVA will refine the grading to the one-foot contour interval. JVA will design the onsite drainage systems, and coordinate with the design team for sizing and location of drainage structures, including roof, courtyard and foundation drain outfall connections. JVA will refine the layout of the site access and parking areas. We assume DCLA will address layout and grading at detailed play areas and other special site features in the future phases.
6. JVA will coordinate with the local review agencies, including the Little Thompson Water District and fire departments, for private onsite water service to the building, and provide

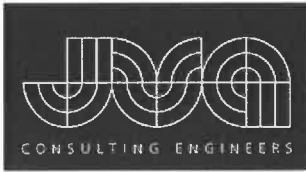


coordination drawings for review. We have assumed that the Fire Department will also require review of the proposed facilities and existing hydrant locations. It is not anticipated that any additional fire hydrants will be required for this project. Extension of water mains or adding fire hydrants to the project is not included in the scope and fee.

7. JVA will produce the design development plans and specifications. We will update the preliminary earthwork calculations with the more refined grading where applicable. JVA will provide quantities and opinions of probable costs for civil engineering components. Two coordination meetings with the CLIENT and other project team members are anticipated.

Construction Documents

8. JVA will continue to refine the grading from the design development to the final grading required on the site with critical spot elevations provided. Storm sewer inlets, piping, grass-lined swales and drainage features will be designed. Estimated earthwork calculations are anticipated.
9. The water connections for the building will also be detailed in this phase and submitted for approval from the Little Thompson Water District. Water main and sanitary sewer main extensions are not included in the scope and fee. We will coordinate with landscape architect for service taps and meters. If easements are required to be dedicated, JVA will assist owner in the easement process by delineating easements and provided easement CAD files. We assume a licensed land surveyor will produce all required easement legal descriptions and exhibits, and the owner will coordinate the easement submittal process.
10. CLIENT will make contact with gas, electric, telephone, data and other non-municipal utility companies with regard to the utility service extensions, realignment, load sizing, building entry points, and/or undergrounding of said utilities if needed. JVA will work with the CLIENT and design team for related site coordination. JVA will show these non-municipal utilities on our preliminary and final engineering plans based on design information provided by others. Based on our experience, we anticipate the utility companies will perform their own final design and the installation will be coordinated by the contractor.
11. JVA will finalize the design of the sidewalk, boat ramp, parking and access drive extensions for the site and produce a horizontal control plan with signage and striping. Demolition plans are included. We anticipate receiving pavement design criteria from the project's geotechnical consultant.
12. JVA anticipates that the architect, mechanical engineer and/or landscape architect will perform the required design for internal building features including internal roof drains, perimeter and underslab drains, internal plaza areas, internal/below-grade parking areas, sump/pump pits, etc., and that JVA will provide support to these efforts by coordinating exterior connections to adjacent utilities from these internal designs. Perimeter/underdrain and groundwater remediation design and support are not included at this time.
13. JVA will produce the construction plans, technical specifications for pertinent civil engineering sections, and applicable reports, and update the construction opinion of probable cost. We will attend three coordination meetings with CLIENT and other project



team members to complete the document review process. JVA will assist the Town with preparing front end bid specifications.

Bid and Construction Phase Services

14. Bid phase services include attendance at the prebid meeting and addendum preparation. JVA will assist the Town with selecting the final contractor.
15. As requested by the Town, Construction Phase services are not included at this time and will be completed under a separate contract. Services during construction comprise of the review of product submittals, change order documentation, and response to contractor information requests for civil engineering related items. Any combination of site meetings (construction kick-off meeting, site observation visits, and/or punchlist meeting) will also be included during the work progress. Construction record drawings will be produced from contractor submitted records. We have assumed that the CLIENT will provide the lead on all the bidding and construction services for this project.

BASIS OF PAYMENT

The basis of payment for the scope of work described above will be monthly billings based on the percentage of lump sum completed to date, plus reimbursable expenses. This amount will not be exceeded without written authorization of the CLIENT.

Basic Civil Engineering Services

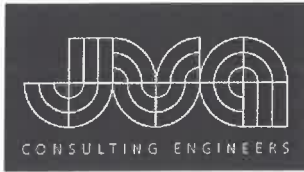
Initial Investigation & Schematic Design	\$ 4,000
Design Development	\$ 6,600
Construction Documents	\$ 12,500
Bid Phase Services	\$ 1,500
Construction Phase Services (Not Included at this time)	
Reimbursable Expenses	<u>\$ 250</u>
SUBTOTAL CIVIL LUMP SUM FEE	\$ 24,850

Subconsultant Design Services (0% Markup)

<u>DISCIPLINE</u>	<u>BASE FEES</u>
JVA Structural	\$ 5,000
Design Concepts	\$ 12,455
Ground Engineering	\$ 6,000
Flatirons Surveying (topo & utility locates)	\$ 5,000
Flatirons Surveying (low water 2 nd visit)	<u>\$ 1,000</u>
SUBTOTAL FEE	\$ 29,455

TOTAL DESIGN FEE SERVICES **\$ 54,305**

Exclusions: Services resulting from significant changes to the project scope, significant bid alternate design, rezoning/replatting, and significant site plan changes and additional design work or plans related to field conditions or contractor issues after plans are complete that could not have been reasonably foreseen may require extension of the time scheduled for our work and additional fees. Additional municipal submittals or public hearings required for planning department review



and approval will be considered additional services may require extension of the time scheduled for our work and additional fees. Environmental assessment or design efforts for contamination cleanup measures are not included at this time. Vault or rooftop drainage systems are not included at this time. Traffic signals or signalization plans and site lighting are not included. LEED support services are not included at this time. Overlot grading plans, early start grading/foundation packages, phased plans, and alternate designs will require additional services. Additional services will be required for coordination and submittals for RTD or other entities.

SCHEDULE

We can begin working with your team immediately and plan meet required project deadlines.

If you are in agreement with the scope in this letter, please provide authorization to proceed and a copy of the Town of Mead on-call task order form with this letter attached as an Exhibit. All of us look forward to working with Town of Mead on this project and continuing to build upon our positive past relationships.

Sincerely,
JVA, Incorporated

By: 

Kenneth J. Clifford, PE
Project Manager, Associate

Attachments: DCLA Scope and Fee Letter, Ground Scope and Fee Letter, Flatirons Scope and Fee Letter

Accepted by:
TOWN OF MEAD

Title

Date



**DESIGN
CONCEPTS**

Community + Landscape Architects

Fee Proposal

Highland Lake Site Design Town of Mead

Kenneth Clifford
JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
kclifford@jvaiva.com
Direct: 303.565.4973
Mobile: 303.579.5146

October 21, 2020

Dear Ken:

We appreciate the opportunity to work on the Highland Lake design project with you and Town of Mead staff. Design Concepts (DC) will support JVA Inc. for site design at Highland Lake, formally named the Lorin Mead Open Space Park. It is our understanding that our scope includes project meetings, vendor coordination, design and construction documentation, and bid assistance.

Graphic rendering, plan enlargements, irrigation, project phasing and construction administration and are not included in this proposal. These services can be contracted by DC and fee proposals will be provided upon request.

All project meetings are expected to be virtual with the exception of project site visits. Site survey and geotechnical engineering are not included in this proposal but will be needed to complete the scope outlined; it is assumed these efforts and deliverables will be produced for the project and provided to DC.

Design Concepts offers the following scope of services:

TASK 1: DESIGN COORDINATION

\$12,455

DC will join the kick-off meeting with the JVA team and Town of Mead staff. We will support JVA to the develop the Highland Lake Master Plan toward a buildable design. Primary scope tasks include:

1. Product research, vendor coordination, and client coordination of products to include
 - a. a floating fishing pier
 - b. one (1) picnic shelters
 - c. one (1) restroom enclosure
2. Design Development
 - a. Site Plan (single sheet, no enlargements)
 - b. Details (single sheet)
 - c. Estimate of Probable Costs

- 3. Construction Documents
 - a. Site Plan (single sheet, no enlargements)
 - b. Details (single sheet)
 - c. Estimate of Probable Costs
 - d. Technical Specifications

A project kick-off and up to two (2) project meetings are included in Task 1.

TASK 2: BIDDING \$ 530

Bid assistance from Design Concepts will include a pre-bid meeting, completion of bid addenda if needed, and attendance at the bid opening. We will also assist with evaluations of bids and contractor selection.

DESIGN CONCEPTS TOTAL FEE \$12,985

ADDITIONAL SERVICES

Services not included in Basic Services listed above, but which may become necessary during the project will be billed as additional services on an hourly basis as is in accordance with the attached Schedule of Fees. Such items include plan changes after bidding, design changes or additional design during construction. You will be notified when additional services are required, and an estimate will be provided prior to beginning work. Design fees are based upon the scope of work described in this proposal. If the scope of work changes significantly, fees may be adjusted accordingly.

REIMBURSABLE EXPENSES

Reimbursable items include delivery, printing, and reproduction to be used outside our office and will be billed as part of the lump sum fee for Basic Services.

PROJECT RESTART

Once the project is underway, should it be halted at any time for more than 30 calendar days by Client, for any reason, Design Concepts shall have the option of assessing a project restart fee and renegotiating the contract fee, hourly rate, and reimbursable schedule.

TERMS

This fee proposal as submitted is valid for 90 days from date of proposal. Payment for services rendered is billed monthly on the fifth day or at the termination of the project. Payment is due within 30 days of billing date. Any portion of a billing not paid within 60 days of the billing date shall be considered delinquent and shall bear a delinquency charge of one and a half percent (1.5%) per month (annual percentage rate 18%) on the unpaid balance. Rates subject to change without notice.

INSURANCE

Design Concepts currently carries and will maintain Professional Liability Insurance with a \$2,000,000 limit per claim/\$2,000,000 aggregate; General Liability Insurance with a \$2,000,000 general limit, Auto Liability Insurance with a combined single limit of \$1,000,000 and Workers' Compensation Insurance with a \$2,000,000 limit each for accident and disease. Certificates will be provided upon request.

We look forward to an opportunity work with the JVA team and Town of Mead staff on this project.

Very Truly Yours,


 Erik Spring, PIA
Principal
eriks@dcla.net
October 21, 2020


 Carter Marshall, PLA
Associate/Project Manager
carterm@dcla.net
October 21, 2020

Proposal Approval

Please sign and date below to authorize acceptance of this proposal. Return an executed copy to our office.

Signature

Printed Name

Date

Schedule of Fees

Landscape Architectural Services



January, 2020

The following schedule of fees is used by Design Concepts for billing purposes. These fees are in effect for all services rendered unless other terms have been negotiated.

Landscape Architecture + Design Fees

Principal Landscape Architect	\$185.00/hour
Senior Project Manager	\$130.00/hour
Project Manager	\$115.00/hour
Designer/Graphic Designer	\$105.00/hour
Administrative Staff	\$80.00/hour
Intern	\$55.00/hour

Transportation Expenses

Mileage	\$0.58/mile
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Reimbursement Costs

Postage, Shipping, Couriers	at cost
Prints, Reproductions, Scanning	at cost
Direct Expenses	at cost

Outside Consultants

Any consultants required to perform the work are charged at cost plus a 10% administrative fee.

Terms

Payment for services rendered is billed monthly on the fifth day or at the termination of the project. Payment is due within 15 days of billing date. Any portion of a billing not paid within 30 days of the billing date shall be considered delinquent and shall bear a delinquency charge of one and a half percent (1.5%) per month (annual percentage rate 18%) on the unpaid balance. Rates subject to change without notice.

GROUND

ENGINEERING

August 13th, 2020

Subject: Proposal for Professional Services,
Geotechnical Subsurface Exploration Program,
Mead – Highland Lake, Mead, Colorado.

Proposal Number 2008-1531

Mr. Kenneth J. Clifford
JVA, Inc.
1319 Spruce Street
Boulder, Colorado 80302

Ground Engineering Consultants, Inc. (GROUND) is pleased to submit a proposal to conduct a subsurface exploration program to develop geotechnical and pavement section parameters for design and construction of the proposed Mead – Highland Lake Recreation Area. Based on the provided preliminary site plan we understand the project scope to include construction of two single story shelters and a single story restroom/concession building. Additionally, concrete paved parking areas are planned north and south of the proposed structures as well as a concrete boat launching ramp into the Highland Lake. The site is located southwest of the intersection of CR 5 and CR 36, east of Highland Lake. We assume no below grade levels are planned for construction.

Based on provided information and our experience with similar projects, we propose the following:

Scope of Work

- Drill six(6) test holes at locations to be determined by the soils engineer. Three(3) test holes will be drilled within the proposed approximate building footprint limits, one(1) test hole will be drilled as near as practical to highland lake for the boat launch ramp, and the remaining two(2) test holes will be drilled within the approximate limits of the private paved areas. No test holes will be drilled in off-site areas for public pavement design. Final depths of the test holes may vary in the field as exploration progresses and as the subsoil profile becomes evident. We anticipate foundation test hole depths to be approximately 25 to 30 feet below existing grade and the pavement test hole depths to be approximately 5 to 10 feet below existing grade. The test holes will be drilled to evaluate the subsurface soil profile and to obtain samples for laboratory testing.
- Conduct a laboratory testing program to evaluate the engineering characteristics of the materials at the site.
- Analyze the results of the field and laboratory investigations to develop geotechnical parameters including but not limited to proposed structure foundation types, floor

**Mead – Highland Lake Recreation Area
Mead, Colorado**

systems, site grading/earthwork operations, excavation, utility installation, lateral earth pressures, water soluble sulfate content, soil corrosivity, and pavement sections.

Specific retaining wall parameters and/or design are not specifically included in this scope of service at this time (GROUND is not aware of such structures). If retaining wall structures are planned for construction, GROUND should be contacted to re-evaluate our scope and fee.

- Prepare a report summarizing the data obtained, and present our conclusions and parameters. An electronic copy (PDF format) of the report will be provided. Up to three (3) hard/paper copies are available upon request. Field work, data analysis and report preparation will be conducted under the supervision of a registered professional engineer.

Fees

Based on the proposed scope of work outlined above, we estimate a lump sum fee of **\$5,500** to complete the subsurface exploration program. We assume that the project site is accessible to conventional, track/truck-mounted drilling equipment.

Optional Additional Services: GROUND will not proceed with the following optional additional services without your prior approval and authorization. However, some of these services may be required to complete the surface exploration program or may be needed by the design team. Additional optional services anticipated for this project may include:

- **Private Utility Locate:** A private utility locate may be required to attempt to identify private locates that will not be marked by the free public locate service, UNCC. GROUND can coordinate with a private locating subcontractor to provide this service upon request. This service is **estimated to be \$500** in addition to the fees above.
- **Shear Wave Velocity Test – Surface Method:** In order to possibly assign a 2012 IBC Seismic Site Class C or “better” definition to the project site, a quantitative assessment of the seismic classification is needed. A better seismic site classification could result in substantial cost savings for the design and construction of buildings with moderate to heavy (anticipated) loads. GROUND will provide the site-specific Seismic Site Class using surface geophysical methods. This service is will cost an additional **lump sum fee of \$4,500** to the fees above.

**Mead – Highland Lake Recreation Area
Mead, Colorado**

If additional services are required above and beyond the scope of work outlined above, we propose that our fees for the additional services be in accordance with the hourly and unit costs presented in the *Fee Schedule* and *General Conditions*.

Please review the *General Conditions*, which contain a limitation of GROUND's liability. Also note that GROUND reserves the right to alter the work scope items if deemed necessary and withhold data and reports until we have received a signed proposal.

Schedule

We propose to initiate the investigation within 3 days of being given notice to proceed. We anticipate that preliminary information will be available within 1 to 2 weeks after notice to proceed, and the final report should be completed approximately 3 to 5 weeks after notice to proceed. GROUND will attempt to adhere to this schedule, however, this remains dependent upon favorable weather conditions, site access and buried utility locations. In any event, we will notify you of our progress and pertinent information, as it becomes available.

If you have any questions, concerns or comments regarding this proposal, please contact this office. If this proposal meets with your approval, please return one signed copy to this office at which time we will sign and return an executed copy to you.

We appreciate this opportunity to work with you on this important project.

Sincerely,

GROUND Engineering Consultants, Inc.



Kelsey Van Bommel, P.E.

Agreed to this _____ day of _____, 2020

by: _____

Please print name

GROUND ENGINEERING

FEE SCHEDULE - ENGINEERING SERVICES

FIELD INVESTIGATION

All Engineering Services require a project-specific proposal

Truck Mounted Drill Rig with 2-Man Crew	
• Solid Stem Auger (hourly)	\$150.00
• Hollow Stem Auger (hourly)	\$170.00
• Wireline Coring	\$225.00
• ODEX, Rotary Drilling	\$225.00
Track Mounted, All-Terrain, Limited Access Drill Rigs, & Drill Rig Support Equipment	Quote
• Water Truck, Support Truck, Hydro-Vac Truck (daily)	\$250 - \$500
Excavator / Backhoe	Quote
Standby Time	Hourly Rate

ENGINEERING

• Principal Engineer (hourly)	\$215
• Senior Project Manager, Engineer, Geologist (hourly)	\$175
• Project Engineer, Geologist (hourly)	\$140
• Project Manager	\$120
• Field / Staff Engineer (hourly)	\$105
• CAD Technician (hourly)	\$85
• Special Consultation/Expert Testimony and Court Appearance	Quote
• Mobilization	Quote
• Per Diem / M & IE	GSA Rates

MISCELLANEOUS

• Equipment Rental	Cost + 20%	• Environmental Drilling, Sampling, Analysis	Quote
• Outside Laboratory Services	Quote	• Personal Protective Equipment (PPE)	Quote
• Out-of-town living expenses, commercial travel costs, equipment rental, etc.	Quote	• Vibration Monitoring/Geotechnical Instrumentation Services, Thermal Conductivity and Resistivity	Quote
• Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer	Quote	• Retaining Wall Design, Shoring Design, Seepage Analysis, Slope Stability Analysis	Quote

LABORATORY TESTING

Natural Density and Moisture Content	\$15.00	Permeability	
Atterberg Limit	\$65.00	a. Falling or Constant Head, 2-4" Diameter	\$250.00
Specific Gravity	\$65.00	b. Triaxial Permeability	\$375.00
Relative Density	\$200.00	Time-Consolidation	\$400.00
Gradation Analysis		California Bearing Ratio, 1-Point	\$150.00
a. All Standard Sieve to #200 Sieve	\$60.00	California Bearing Ratio, 3-Point	\$350.00
b. Percent Less Than #200 Sieve	\$35.00	"R" Value	\$350.00
c. Gradation with Hydrometer	\$135.00	Resilient Modulus (per point)	\$750.00
Swell-Consolidation	\$75.00	Los Angeles Abrasion Test	\$150.00
Soil Suction	\$60.00	Soil Stabilization Mixture Analysis	\$3,500.00
Proctor - Compaction	\$110.00	Soundness (Sodium)	\$300.00
Unconfined Compressive Strength		Fractured Faces Test	\$60.00
a. Soil	\$45.00	Flat or Elongated Particles	\$60.00
b. Rock	Quote	Corrosivity Testing	
Direct Shear (3-Point)		a. Water-Soluble Sulfates	\$50.00
a. Quick Test	\$500.00	b. pH Test	\$50.00
b. Consolidated-Drained	\$650.00	c. Reduction/Oxidation Potential (Redox)	\$40.00
c. Consolidated-Drained - CH Soil	Quote	d. Sulfide Content	\$50.00
Triaxial Shear		e. Soil Resistivity (Direct Measurement Method)	\$40.00
a. Unconsolidated-Undrained (Quick Test)	\$600.00	f. Soil Resistivity (Soil Box Method)	\$95.00
b. Consolidated-Undrained (R-Test)	Quote	Organic Content	\$65.00
c. Consolidated-Drained (S-Test)	Quote		

**Mead – Highland Lake Recreation Area
Mead, Colorado
GROUND ENGINEERING CONSULTANTS, INC.
GENERAL CONDITIONS – ENGINEERING**

2020.E1

INTENT OF SERVICES: The services and any subsequent analysis and reporting performed by GROUND Engineering Consultants, Inc. (hereafter referred to as the Consultant) under this Agreement are intended to assist the Client in planning and/or designing the project. Any exploration, testing, and/or analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Agreement. Any changes in project plans or schedule, referenced within Consultant's reporting should be brought to the attention of the Consultant, in order that provided geotechnical information be reevaluated and, as necessary, modified.

Any geotechnical conclusions and information in Consultant's reporting will rely upon subsurface exploration at a limited number of exploration points, as well as the means and methods described. The Client agrees to accept that subsurface conditions are interpolated between and extrapolated beyond these locations and it is not possible to guarantee the subsurface conditions are as indicated. Actual conditions exposed during any subsequent construction may be expected to differ from those encountered during site exploration. Additional exploration and laboratory analysis can always be performed to further evaluate the site's subsurface conditions, albeit at additional time and cost. The Consultant is available to discuss the benefits of additional exploration and laboratory analysis with the Client. The Scope of Services presented reflects the Client's preferences, objectives, budget, and schedule as understood by Consultant at the time of proposal preparation. The resultant information provided may not be sufficient for use by other parties or other purposes. In the event the Client or any user of Consultant's reporting does not fully understand the earth conditions at the project site, the potential risks affiliated with those conditions, and the acceptance of responsibility to manage/mitigate these risks, Consultant encourages that they contact a representative of the Consultant for further assistance. Furthermore, if the information provided in Consultant's reporting is not fully understood by the Client, our office should be contacted immediately.

A contractor who uses Consultant's reporting for development of his scope of work or cost estimates may find the geotechnical information and conclusions therein to be inadequate or insufficient for his purposes or find the geotechnical conditions described to be at variance with actual conditions or his experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop his work scope and cost estimates with appropriate precision. The Client agrees that it will require any contractor or subcontractor to indemnify Consultant and its officers, agents, and employees for any use of the information generated as a result of the scope of services provided with respect to this Agreement, or, failing to do so, will indemnify Consultant directly by any such use.

ALL DEVELOPMENT CONTAINS INHERENT RISKS: It is important that ALL aspects of Consultant's reporting, as well as the estimated performance (and limitations with any such estimations) of proposed project improvements are understood by the Client and Project Owner (if different). Utilizing reported information/parameters for planning, design, and/or construction constitutes understanding and acceptance of the indemnity provisions governing this Agreement, as well as understanding and acceptance of information/parameters provided, potential risks, potential deviation from actual site conditions, performance estimates, as well as the limitations inherent within such estimations and information provided.

STANDARD OF CARE: In providing its services, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by similar members of Consultant's profession practicing under the same or similar circumstances with the same or similar scope of services.

COMMENCEMENT: If Consultant commences performance of all or any portion of the services under this Agreement upon Client's verbal or written authorization but without a signed agreement in place, Client shall be deemed to have approved and ratified this entire Agreement and the terms of this Agreement shall be fully enforceable in the same manner as if a signed agreement were in place.

INFORMATION PROVIDED BY OTHERS: The Client agrees to assist Consultant by placing at its disposal available information pertinent to Consultant's services. It is the responsibility of the owner or supplier of such documents, either electronic or non-electronic, to ensure that Consultant's use does not violate any copyright or confidentiality that may be pertinent to the supplied information. The Client recognizes that it is impossible for Consultant to assure the accuracy, completeness, and sufficiency of such information either because it is impossible to verify, or because of errors or omissions that may have occurred in information provided by others. The Client agrees Consultant cannot and shall not be held accountable for information so provided by others.

HAZARDOUS MATERIALS: Unless otherwise indicated in the scope of services for this project, nothing in this entire Agreement shall be construed as providing any type of service relating to an assessment of the possible presence of oil, hazardous materials, asbestos, radioactive materials or any other environmental contaminants, which may be subject to regulatory control, or for the design of systems to remove, treat, handle, or dispose of contaminated materials. The Client/Owner must inform Consultant to the presence of hazardous/contaminated materials, known to him, prior to performance of any subsurface exploration.

RIGHT-OF-ENTRY: Unless otherwise agreed, the Client will furnish right-of-entry for the Consultant and Consultant's Subconsultants/ Subcontractors to make borings, surveys, and/or conduct other surface or subsurface explorations. The Consultant and its Subconsultants/ Subcontractors will take reasonable precautions to reduce damage to property. However, cost of restoration or damage that may result from field operations is not included in the fee unless otherwise stated.

UTILITIES: Consultant will notify public utilities through the Utility Notification Center of Colorado (UNCC / Colorado 811). Consultant will not be liable for damage to any private utilities as a result of exploration; the utility owner must identify or otherwise locate these utilities. By entering into an agreement with Consultant, the Client accepts this limitation and will either coordinate this utility identification and/or provide information to Consultant regarding the location(s) of on-site utilities. We have assumed that the Client will notify the property owner(s) within 48 hours of proposal execution.

DEFECTIVE EQUIPMENT: Consultant cannot be held liable for any costs affiliated with defective equipment used by the Consultant, regardless of the cause of such defects, because such defects are beyond Consultant's control. By utilizing our services with respect to this project, the Client specifically indemnifies Consultant and its officers, principals, employees, and agents of any and all costs affiliated with any defect in the equipment and understand that their sole recourse with regard to defective equipment (including that which may have been caused inadvertently during installation) is that which is provided by the manufacturer.

**Mead – Highland Lake Recreation Area
Mead, Colorado**

SAMPLES: All samples of soil and rock will be discarded thirty (30) days after report submittal. Upon Client's request and written authorization, samples will be delivered in accordance with Client's instructions, or stored up to twelve (12) months after report submittal, for an agreed charge.

REPORTS: All documents prepared or furnished by the Consultant under this Agreement, including reports, plans, and other documents, are instruments of services for the sole use and benefit of the Client. Consultant agrees, upon request, to provide reports, plans, and other documents to Client stored electronically. The Client recognizes that reports, plans, or other documents recorded on and transmitted as electronic media are subject to undetectable alteration due to transmission, conversion, media degradation, or software error. Reports, plans, and other documents prepared by Consultant remain the property of Consultant until all fees for Consultant's services have been paid. Client agrees that all reports, plans, and other documents furnished to the Client and his/her agents not fully paid for will be returned upon demand, and shall not be used for design, licensing, permits, and/or construction. If any information provided to Client under this Agreement is altered in any way or not fully paid for and then used for any aspect of the project or anything else at the subject site, Consultant is indemnified by the Client and the user with regard to professional and general liabilities.

ADDITIONAL SERVICES: Consultant's proposed fees do not include post-report consultation, unless otherwise specified in the proposal. In the event of difficult site access, postponement, or termination of our services for any reason after notice to proceed has been provided by the Client, costs incurred will be charged in accordance with hourly and unit rates as indicated on the Engineering Fee Schedule. Additional staff consultation services requested following issuance of any report will be billed at rates as indicated herein. These fees will be billed accordingly without further notice. Consultant will not proceed with any additional field-related services (drilling, utility locates, etc.) without Client's prior authorization.

INVOICES: Consultant will submit progress invoices to Client monthly and a final bill upon completion of the services. Invoices will show either a lump sum fee or charges for different personnel and expense classifications. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. Rates quoted in this proposal reflect a 3 percent cash/check discount. Pricing will be adjusted to remove this discount in the event the Client prefers to pay by credit card. The Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past-due accounts. Should the Consultant bring suit to recover past-due payment for services rendered to the Client, the Consultant shall be entitled to recover all costs of collection, including reasonable attorneys' fees.

TERMINATION: The Client or the Consultant may, with or without cause, terminate this Agreement at any time upon ten (10) working day's written notice to the other party. In the event all or any portion of the work performed or partially performed by the Consultant be suspended, postponed, terminated, or abandoned by the Client for any reason other than negligent acts, errors, or omissions by Consultant, the Client agrees to pay Consultant for the work performed and cost incurred to date of reception of written notification in accordance with the hourly and unit rates as indicated on the Engineering Fee Schedule. Upon a notice of resume services for the project by the Client, an equitable adjustment in fees and schedule to accommodate the resulting demobilization and remobilization shall be afforded to the Consultant.

FORCE MAJEURE: Any delay in or failure of performance by Consultant shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of the Client or Consultant including, but not limited to, acts of God or the public enemy, expropriation or confiscation, compliance with any order of any governmental authority, changes in law, act of war, rebellion or sabotage, or damage resulting from fires, floods, explosion, accidents, riots, strikes, or other concerted acts of workmen, whether direct or indirect, delays in providing services, or any other causes, whether similar or dissimilar, which are beyond the reasonable control of the Client or Consultant.

THIRD-PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. Nor shall any product derived from the services pertaining to this Agreement be transferred to any other party without the written permission of a Principal of the Consultant.

LIMITATION OF LIABILITY: The geotechnical engineering, engineering geology, and related services performed under this Agreement will be performed with the care and skill ordinarily exercised by similar members of Consultant's profession practicing under the same or similar circumstances with a similar scope of services. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings and/or conclusions made. The economic or technical performance of this or any project cannot be guaranteed in any respect. In no event shall the Consultant be liable to the Client for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred in connection with this Agreement. The Client agrees that the aggregate liability of Consultant and Subconsultant(s) for damages due to or arising from the fault of Consultant and Subconsultant(s), including negligence, breach of contract, or any other theory or cause, shall be limited to the total of the Consultant's fee under this Agreement. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its past or present employees, owners, directors, or officers, harmless for any damage, liability, or cost, including reasonable attorneys' fees, to the extent caused by Client's negligent acts, errors, or omissions in Client's performance in the project under this Agreement.

CORPORATE PROTECTION: It is agreed to by all parties affiliated with this Agreement that the services provided by the Consultant that are in any way connected to this project shall not connect Consultant's employees, owners, directors, or officers to any personal exposure for risks associated with any portion of this project. Therefore, and notwithstanding anything to the contrary that may be contained herein or in any other document related to this project, the Client, future owners, future users, and/or any other trade or professional, agrees that as the sole and exclusive remedy for any claim, demand, or suit shall be directed and/or asserted against the Consultant, a Colorado Corporation, and not against any individuals, including Consultant's past or present employees, owners, directors, or officers.

DISPUTE RESOLUTION: This Agreement is to be governed by the law of the State of Colorado. In an effort to resolve any conflicts that arise between the parties to this Agreement, the Client and the Consultant agree that any dispute, controversy, or claim arising out of or relating to this Agreement shall be submitted to non-binding mediation before a mutually agreed upon mediator. In the event the dispute cannot be

**Mead – Highland Lake Recreation Area
Mead, Colorado**

resolved through mediation, the dispute shall be subsequently submitted to binding arbitration before the American Arbitration Association for final resolution. A judgment may be entered in any court of competent jurisdiction to enforce the award rendered in arbitration.

SEVERABILITY: If any provision of this Agreement is determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform this provision to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

(End of Document)



Flatirons, Inc.
Land Surveying Services
www.FlatironsInc.com

WORK ORDER AND AUTHORIZATION

CLIENT: JVA
CONTACT: Ken Clifford, PE
ADDRESS: 1319 Spruce Street
Boulder, Colorado 80302
PHONE: 303-565-4973 CELL: 303-579-5146 EMAIL: kclifford@jvajva.com
FSI JOB NO.:
PREV FSI JOB: 17-68573
DATE: 12 August 2020

RE: **Highland Lake Topographic Exhibit**
Qtr: NW Section: 9 Township: 3N Range: 68W County: Weld

Thank you for the opportunity to provide the following work order.

We will prepare a Design Topographic Exhibit with 1' contours of the Highland Lake area at the above site, as requested in email, dated 8/11/20. We will use previously established (17-68573) job site benchmark tied to NAVD 88 vertical datum, and data collect topographic site features, trees, surface evidence of utilities (including physical characteristics of inverts), curbs, access, design features and the as-built finished floor elevation of existing buildings. In addition to the visible location of the utilities, we will show the location of the utilities as they are noted on the maps from local municipalities and utility companies, and any utility flagging or paint markings existing at the time of fieldwork. Any items, tasks or revisions not outlined in the initial work order will be provided on a time basis at our standard rates. Please sign and return a copy of this work order as authorization to proceed.

ESTIMATED COST: \$3,500 Design Topographic Exhibit
\$1,500 Private Underground Utility Locator Service and "Call 811"

***Additional Cost for Low Water Information during Winter months ***

ESTIMATED COST: \$1,000 Additional Topographic Information obtained in "Low Water" months

This estimate is valid for 90 days from the date of this work order. Payment in full is due within 30 days of receipt of invoice. Interest may be assessed at the rate of 1.5% per month on past due invoices. Flatirons, Inc. retains all copyrights.

***All invoices will be sent via email unless otherwise requested, please confirm the email listed above is accurate**

I HEREBY APPROVE THIS AGREEMENT AND HAVE RECEIVED COPY OF THE SAME.

By: _____ Date: _____
TW/fd

