

**MASTER SERVICES AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

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This MASTER SERVICES AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES ("Agreement") is made by and between Stolfus and Associates, Inc., a Colorado corporation ("Stolfus") and the Town of Palisade ("Client"), effective as of \_\_\_\_\_, 2021.

Client desires to obtain professional services for the "**Project**" described in Attachment A, and the parties wish to set forth the terms and conditions for performance of those services.

NOW THEREFORE, for and in consideration of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **Section 1 - Services and Compensation**

A. Services. Stolfus agrees to furnish qualified personnel to perform the services. The scope of work (**Attachment A – "Project Scope of Work and Fee"**) shall be governed by the terms and provisions hereof, and shall indicate the scope of and include any required data or specifications for the services to be performed. The scope of work shall also include the schedule, budget and any other pertinent information required to perform the services. Stolfus shall not proceed with any phase of any services prior to the receipt and acceptance of the Agreement.

B. Standard of Care. Stolfus' services shall be performed in a manner consistent with the care and skill ordinarily exercised by professionals practicing in the same locality and specialty under the same or similar conditions, subject to site conditions and time limits and financial and physical constraints imposed by Client. Stolfus makes no warranties or guaranties, either express or implied, of any kind, nature or type whatsoever (including those of condition, merchantability, suitability and fitness for a particular purpose or use) regarding the services. Stolfus expressly disclaims all such warranties or guaranties. The foregoing is collectively referred to as the "**Standard of Care**."

C. Insurance. Stolfus shall maintain during performance of services under this Agreement and, if Client is not in default hereunder, for a period of two (2) years thereafter, the insurance forth in **Attachment B**.

D. Compliance with Law, Errors. Stolfus shall endeavor to follow and comply with applicable law. Stolfus shall be responsible for completeness and accuracy of its services and shall correct its errors or omissions at its own expense. Should Client become aware of errors or omissions in the services or should Client otherwise become dissatisfied with the services, Client shall give prompt written notice to Stolfus so that Stolfus may take measures to minimize the consequences of such condition, and thereafter allow a reasonable time for correction by Stolfus. Proceeding with a construction phase without such notice constitutes a representation by Client that it is unaware of errors or omissions in, and is satisfied with the services at that time. If Stolfus disagrees with a request by Client for a noncompensible correction of defects or errors or omissions in the services, then in addition to or in lieu of the other provisions of this Agreement, Stolfus may invoice Client for additional compensation in performing the services.

E. Warranties. Warranties for machinery, equipment, and the like procured or furnished by Stolfus shall be limited to those provided by the suppliers or manufacturers.

F. Taxes, Licenses. Stolfus shall promptly pay, when due, taxes, excises, license fees directly applicable and chargeable to the services it performs under this Agreement. Stolfus shall take out and keep current applicable licenses required to perform the services.

G. Project Execution. Client and Stolfus agree to work together, and with other members of the project team, on the basis of trust, good faith and fair dealing, and take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. Client shall endeavor to promote harmony and cooperation among Client, Stolfus, and other members of the project team.

H. Compensation. Client shall pay Stolfus for its basic services as provided in **Attachment A**. If changes to the scope of services or additional services cause an increase or decrease in Stolfus' cost of performing services, an equitable adjustment shall be made to Stolfus' compensation before proceeding with such services, and the Project Scope of Work and Fee shall be modified in writing accordingly.

## **Section 2 - Changes to Scope, Suspension**

A. Additional Services. A partial itemization of additional services available is set forth in **Attachment A**. Client may request that Stolfus perform these and other additional services or make changes to the scope of services. Such changes or additions may include the work required to evaluate such a request. Except where time is of the essence (in which case changes or additions may be authorized verbally and later confirmed in writing), Stolfus and Client shall agree in writing to the exact nature of the change or addition prior to its implementation. This writing, when signed by both parties, shall constitute an authorization for changes or additions and shall contain a description of the services, the commencement date and expected completion date for the services, and any special conditions applicable to the services.

B. Payment for Additional Services. The parties shall in good faith attempt to reach a written agreement adjusting Stolfus' compensation in an equitable manner if changes or additions cause an increase or decrease in Stolfus' services including, without limitation, field changes, delays due to no fault of Stolfus causing Stolfus to incur additional costs, or changes in Client's ownership or personnel.

C. Suspension of Services. Client may at any time, by written notice to Stolfus, suspend further performance of Stolfus' services. Upon receiving notice of suspension, Stolfus shall promptly suspend performance of the services to the extent specified. During the period of a suspension, Stolfus shall care for and protect its services in progress. For a period of ninety (90) days, consecutive or in the aggregate, Client may withdraw the suspension of performance of the services as to all or part of the suspended services by written notice to Stolfus specifying the effective date and scope of withdrawal. Stolfus shall then resume performance of the services for which the suspension was withdrawn. If suspension or delays last longer than ninety (90) days, Stolfus may terminate this Agreement. An equitable adjustment shall be made to Stolfus' compensation and to any scheduling or deliverable dates justified by the suspension or withdrawal of suspension, and the Project Scope of Work and Fee shall be modified in writing accordingly.

## **Section 3 - Client Responsibilities**

A. Client's Representatives. Client's representatives shall have authority to act for Client in all things pertaining to this Agreement including, without limitation, authority to make changes to the scope of services or request additional services or suspend services, authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Stolfus' services, and to make decisions on Client's behalf when requested to do so by Stolfus.

B. Client's Requirements. Client shall cooperate with Stolfus in all aspects of a Project and shall provide information and criteria of Client's requirements for a Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any time or budgetary limitations. Client shall provide access to the project site, furnish copies of specifications and standards which it will require to be included in the services, and shall examine and respond promptly to Stolfus' submissions. Client shall consult with Stolfus on a regular basis concerning the timeliness, cost and adequacy of services during the

phases of scheduled work and the work progress dates and promptly furnish to Stolfus written notice of any noncompliance therewith. Client agrees to properly and adequately scope, insure and allocate risk on each Project.

C. Client Responsibilities. Stolfus shall not be responsible for taking precautions for protection of the work or safety of the public through or around a Project operations and Stolfus shall not be responsible for the means, methods, techniques, sequencing or procedures of the work of others.

#### **Section 4 - Records, Audit and Documents**

A. Infringement. Stolfus shall at its expense defend any suits brought against Client based on a claim that the use of any design, process, apparatus, or any part, methodology, software, publication, or other proprietary right (“**Proprietary Property**”) furnished by Stolfus under this Agreement constitutes an infringement of any patent, trademark, or copyright of the United States; provided that Stolfus is notified promptly in writing by Client of such a claim or contention and given the authority, information, and assistance for the defense (at Stolfus’ expense) thereof. Notwithstanding the foregoing, Stolfus shall not be liable to Client for Proprietary Property claims resulting from the use of Proprietary Property suggested for use by or on behalf of Client, or that is not developed or proposed by Stolfus.

B. Records. Stolfus shall maintain records of performance under this Agreement and make them available for inspection and for audit (if the payment provisions herein are of a type capable of audit) by Client at all reasonable times during the course of services and for a period of two (2) years after performance of services. Audits shall be conducted in accordance with generally accepted auditing principles consistently applied.

C. Instruments of Service. Designs, drawings, calculations, specifications, Electronic Data (defined in Attachment A) and similar services, in either electronic or hard copy form, prepared by Stolfus and its subcontractors are instruments of service, not products or goods, for use solely on the Project (“**Instruments of Service**”). Stolfus and its subcontractors, as authors and owners of their respective Instruments of Service, retain all common law, statutory and other reserved rights, including copyrights. Distribution of Instruments of Service for regulatory or other Project purposes is not a publication in derogation of the reserved rights.

D. Use of Instruments of Service. Upon execution of this Agreement and so long as Client is not in default of its obligations to Stolfus, Stolfus grants Client a nonexclusive license to reproduce all finished Instruments of Service under a Task Order solely for use on the Project (the “**License**”), subject to the following: (a) if Client is in default of this Agreement, including instances where Stolfus terminates the Agreement or Task Order for nonpayment, the License is terminated without the necessity of further action on the part of the parties; (b) if Client terminates this Agreement or Task Order for Stolfus’ default (or for Client’s convenience and Client is not in default of its obligations to Stolfus), the License is terminated without the necessity of further action on the part of the parties and is replaced by a nonexclusive license permitting Client, subject to the other provisions of this Agreement, to authorize properly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project. Stolfus shall be awarded damages for Client’s use of the Instruments of Service if it is later determined by an authority with competent jurisdiction that Stolfus was not in default. Stolfus retains the right to use, sell, and/or modify any databases developed and/or modified in performing its services.

E. Assignment. The licenses granted are not assignable without Stolfus’ prior written consent, and no license or right is granted or implied under this Agreement, except as provided above. Use of Instruments of Service after termination of this Agreement or a Task Order, or upon suspension or completion of any particular Project are at Client’s risk and without liability to Stolfus, and Client agrees to indemnify, defend and hold

Stolfus harmless from any and all claims, damages, losses, liabilities and expenses, including attorney fees and expert and consulting fees, arising out of or resulting from such use.

F. Media. Client, its officers and its employees shall not use Stolfus' name, publish articles, give press releases, or make speeches about, or otherwise publicize in any way the results achieved or the services performed by Stolfus under this Agreement, without first obtaining Stolfus' written consent, which consent will not be unreasonably withheld.

## **Section 5 - Confidential & Proprietary Information**

A. Stolfus and Client, to the extent of their rights and abilities to do so, may exchange technical data and information reasonably required of each to perform this Agreement. It is anticipated these exchanges will include technical methods, design details, techniques and pricing data of Stolfus, together with trade secrets and other confidential and proprietary information of the parties which, when marked or designated as such in writing, will be "**Confidential Information**."

B. Confidential Information. Each party will treat as confidential all Confidential Information and except as necessary for the Project, each party agrees that under no circumstance will it make use of or disclose Confidential Information to any third party or use Confidential Information to the detriment or competitive disadvantage of the other party.

C. Protection of Confidential Information. Each party agrees to limit disclosure of the Confidential Information to its officers, directors, members, managers, employees and agents and then only to the extent reasonably necessary to effectuate the purposes of the Project. The party receiving Confidential Information shall take diligent precautions to see to it that those persons to whom disclosures are made keep the Confidential Information confidential.

D. Exemptions. These restrictions shall not apply to the extent Confidential Information was in the public domain at the time of the disclosure or subsequently becomes a part of the public domain through no fault of the party receiving the Confidential Information; was known to the receiving party at the time of the disclosure; was readily ascertainable from public or trade sources at the time of its disclosure; was independently developed by the receiving party without recourse to any Confidential Information provided under this Agreement; or is the subject of demand by subpoena, court or governmental order or other similar mandatory legal process in which case the party against whom the demand or request is made shall forthwith give written notice to the other party to preserve the opportunity to resist and/or respond to such process. Confidential Information retained in the unaided memories (e.g. no intentional memorization) of the receiving party's employees who have had access to Confidential Information is not subject to the foregoing.

E. Term. The provisions of this Section shall survive expiration or termination of this Agreement and shall apply for a period of two (2) years thereafter. In addition to and without prejudice to its other rights and remedies, a party shall be entitled to injunctive relief upon proof of a breach or threatened breach of this Section.

## **Section 6 - Indemnification & Risk Allocation**

A. Indemnity. Stolfus agrees to indemnify and save Client harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Stolfus in connection with Stolfus' professional services. Client agrees to indemnify and save Stolfus harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Client in connection with Projects. If the negligence of both Stolfus and Client is the cause of such damage or injury, the loss, cost, or

expense shall be shared between Stolfus and Client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion.

B. Personnel. It is intended that performance of Stolfus' services shall not subject the personnel of either party, including employees, officers, directors, members, managers and shareholders (collectively, "**Personnel**"), to any personal legal exposure for any risk associated with Projects. Each party agrees that any claim, demand or suit shall be made only against a party and not against any of its Personnel.

C. Allocation of Risk. Client and Stolfus agree that, notwithstanding any other provision in this Agreement to the contrary (including any other provision with the same or similar limiting language), to the fullest extent permitted by law: (1) Client and Stolfus waive claims against each other: (i) for incidental, special, indirect, punitive or consequential damages arising out of or relating to this Agreement, and Stolfus shall not be liable for any cost or expense that provides betterment, upgrade or enhancement of a Project; (ii) and against the contractors, consultants and employees of the other for damages to the extent that the damages sustained by either Stolfus or Client are covered by insurance; (2) the total liability in the aggregate, of Stolfus and its Personnel and independent professional associates to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Stolfus' services, a Project, or this Agreement, from any cause or causes whatsoever and regardless of the legal theory asserted (including, without limitation, indemnity obligations, contract or tort damages, strict liability, attorney's fees and expert-witness fees), shall not exceed the total compensation received by Stolfus under the applicable Task Order.

D. Survival. The provisions of this Section shall survive expiration or termination of this Agreement and shall apply to all services provided to Client by Stolfus, whether within or not within the scope of services of this Agreement, except as the parties may otherwise provide in a signed writing making specific reference to this Section.

## **Section 7 - Termination**

A. Client's Termination for Convenience. Agreement may be terminated in whole or in part in writing by Client for its convenience. No such termination shall be effective until Stolfus is given not less than ten (10) days written notice of intent to terminate and an opportunity for consultation with Client prior to termination.

B. Termination for Breach. Subject to the other provisions of this Agreement, this Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations thereunder. No such termination shall be effective until the other party is given not less than ten (10) days written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

C. Notice of Termination. Upon receipt of a notice of termination, Stolfus shall promptly discontinue all services affected (unless the notice directs otherwise). If Client is not in breach of this Agreement, Stolfus shall deliver or otherwise make available to Client all finished services, subject to the terms and conditions of Section 4; provided, however, Stolfus shall not be responsible for the accuracy, completeness or workability of documents prepared by Stolfus if changed or completed by Client or by another party.

D. Payment Upon Termination. Stolfus shall be paid for its costs and services performed, less allowances for negligent services which must be corrected. If Agreement is terminated for Client's convenience, in addition to payment for costs and services performed, Client shall pay Stolfus as a termination expense ten percent of the total amount invoiced, or to be invoiced by Stolfus through the effective date of termination. Stolfus' final invoice to Client, which may be submitted after the effective date of termination, may calculate such sum.

## Section 8 - Dispute Resolution

A. Resolution by Chief Executive Officers. If a claim or controversy between Client and Stolfus is not resolved by the designated representatives of the parties, the chief executive officers of Stolfus and Client, or a senior member of management with authority to negotiate and execute a binding settlement, shall meet within 15 days thereafter to review and discuss such claim or controversy and attempt, in good faith, to settle or resolve the matter. If a claim for professional negligence is involved, the certification identified below shall be included as a part of the review and discussion.

B. Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof (whether in tort, contract, statute or otherwise), shall be resolved by binding arbitration by a single mutually agreed upon arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then in effect. If the parties are unable to agree on an arbitrator, the appointing authority shall be AAA. The arbitrator shall be knowledgeable of the professional field at issue. The decision of the arbitrator shall be rendered in writing and may include injunctive relief including specific performance. If a party disagrees with the decision of the arbitrator, within fifteen (15) days after such written decision is rendered, that the party may request a rehearing before the same arbitrator. Such rehearing shall be granted as a matter of right, but shall not last more than two (2) hours unless extended by the arbitrator. The arbitrator may, in his discretion, modify his decision, or grant a new hearing.

C. Arbitration Procedures. The arbitration may be conducted even if the arbitration body does not have jurisdiction over a necessary party (other than a party to this Agreement). The location of any arbitration shall be mutually agreed upon by the parties. If the parties cannot agree, the arbitration shall be in the Denver, Colorado metropolitan area. An award of the arbitrator may be entered in any court of competent jurisdiction. If a party seeks temporary injunctive relief, it may apply to a court of competent jurisdiction for such relief notwithstanding this arbitration provision, but such injunctive relief shall be terminated by the arbitration order if not sooner terminated by the court ordering such relief.

D. Certification. Client shall make no direct or indirect claim for professional negligence against Stolfus unless Client has first complied with the provisions above and provided Stolfus with a written certification executed by an independent, licensed professional, currently practicing in the field(s) of work called for under this Agreement. This certification shall (a) contain the name and license number of the certifier; (b) specify each act or omission the certifier contends was a violation of the Standard of Care, and (c) detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. The certificate shall be provided to Stolfus at least thirty (30) calendar days prior to the assertion of any claim in arbitration, judicial, or other alternative dispute resolution proceeding and compliance with the provisions of this Section shall be a condition precedent to such a proceeding.

## Section 9 - General

A. Conflict of Interest, No Contingent Fees. Stolfus represents it has no known direct or indirect interest, which would conflict with the performance of its services under this Agreement. Except as disclosed to Client and except for the compensation to be paid hereunder, Stolfus represents it has not directly or indirectly paid or agreed to pay any person or company any fee, commission, contribution, donation, gift, or any other type of consideration to solicit or secure an award of this Agreement.

B. Subcontracts. Except as provided in **Attachment A** or as otherwise contemplated by the parties, Stolfus shall not subcontract any part of its services under this Agreement without first providing notice to Client. Stolfus shall obligate each subcontractor of every tier to consent to compliance with all applicable provisions of this Agreement. Nothing contained in any subcontract of any tier shall create a contractual relationship between Client and any such subcontractor.

C. Governing Law & Costs. This Agreement shall be governed by the laws of the State of Colorado without reference to conflict of law principles, if any. In the event of an action to enforce the terms and conditions of this Agreement or of any of the rights or obligations arising from this Agreement, the prevailing party shall be awarded the costs of such action, including reasonable attorney fees and expert witness and consulting fees.

D. Entire Agreement, Amendments. This Agreement sets forth the entire agreement of the parties, supersedes all prior negotiations and understandings, and governs any services by Stolfus prior to execution of this Agreement. Except as otherwise expressly provided in this Agreement, this Agreement may be modified or amended only upon the signed written agreement of both parties. Stolfus shall not be required to execute any documents subsequent to the signing of this Agreement that increase Stolfus' contractual or legal obligations or risks, or jeopardize the availability of or increase the cost of its insurance, and Client shall make no request of Stolfus that would be contrary to Stolfus' professional responsibilities. Stolfus and Client have each read and fully understand the terms of this Agreement, each has had the opportunity to have it reviewed by counsel, and this Agreement shall be construed evenly and not against or in favor of a party in the event of an ambiguity.

E. Severability. If any provision of this Agreement is held to be invalid or unenforceable by an authority with competent jurisdiction, the remainder of this Agreement shall be unaffected and enforceable, and there shall be deemed substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

F. Assignment. This Agreement is for personal services and, except for subcontracting contemplated to perform them, neither party may assign its rights nor delegate the performance of its duties hereunder without the prior written approval of the other party. Any assignment, voluntary or involuntary, in violation of the foregoing shall be voidable.

G. Third Party Beneficiaries. Except as expressly provided, nothing in this Agreement shall confer any rights or remedies upon, or create any contractual relationship with or cause of action in favor of any third party; this Agreement is not intended to benefit any third party.

H. Successors and Approved Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective legal representatives, successors, and approved assigns.

I. Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute a waiver of that or any other right.

J. Independent Contractor. Stolfus shall perform its services as an independent contractor and not as an agent, employee, fiduciary, representative, joint venturer or partner of Client.

K. Force Majeure. Stolfus shall not be in default of its obligations if performance is prevented or delayed by an existing or future *force majeure* condition or any other cause beyond the reasonable control of a party to this Agreement including, without limitation, act of government, act of God, act of Client or Client's contractor, meteorological phenomenon, power failures or blackouts, strike, shortage of labor or materials, insurrection, embargo, fire, flood, earthquake, electromagnetic interference, explosion, riot, wars or armed conflicts, rebellion, civil disobedience, sabotage, epidemic, pandemic, emergencies or natural disasters.

L. Notices & Authorized Representatives. Authorized representatives of Client and Stolfus are:

**Client:**

Technical: Janet Hawkinson, MLAP  
Contractual: Janet Hawkinson, MLAP

**Stolfus and Associates, Inc.:**

Technical: Jenna Siegel, PE, PMP  
Contractual: Elizabeth Stolfus, PE

Modifications or amendments required or permitted under this Agreement should be made by the Contractual Representatives, and technical directions and communications concerning the services should be made by the Technical Representatives. Change of an authorized representative should be made in writing but may be effected by course of conduct without writing.

Notice required or permitted hereunder shall be in writing and delivered in a manner most efficient under the circumstances. Subject to the foregoing and unless otherwise specifically provided, notice shall be given by: (1) hand delivery; (2) facsimile; or (3) certified mail (postage prepaid & return receipt requested), delivered as follows:

**Stolfus and Associates, Inc.**

5690 DTC Boulevard, Suite 330W  
Greenwood Village, CO 80111  
Attn: Elizabeth B. Stolfus  
Telephone No.: 303 221 2330  
Email: [elizabeth@stolfusandassociates.com](mailto:elizabeth@stolfusandassociates.com)

**Client:**

Town of Palisade  
PO Box 128  
175 East Third Street  
Palisade, CO 81526  
Attn: Janet Hawkinson, MLAP  
Telephone No.: 970 296 0468  
Email: [jhawkinson@townofpalisade.org](mailto:jhawkinson@townofpalisade.org)

or at such other address as a party hereto may designate by written notice. Notice shall be deemed effective on the date of delivery if hand delivered or faxed (to be an effective notice by fax, there must be a written confirmation of the date and time of the transmission, generated contemporaneously by the transmission device in the ordinary course), or on the third day after mailing if sent by certified mail.

M. Headings. The captions and headings of this Agreement are for convenience and reference only, and do not affect the construction or interpretation of any of its provisions.

N. Pronouns & Terms. In this Agreement the singular includes the plural, the plural the singular, and the use of any gender is applicable to all genders.

O. Counterparts. This Agreement may be executed in multiple original, facsimile or electronic counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

P. Incorporation of Attachments. The following Attachments are incorporated into and made a part of this Agreement:

- A – Task Order, Project & Scope
- B -- Insurance

**IN WITNESS WHEREOF**, the parties execute this Agreement as of the effective date first written above.

\_\_\_\_\_

**Stolfus and Associates, Inc.**

\_\_\_\_\_  
Signature

*Elizabeth Stolfus*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Elizabeth Stolfus, PE

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

President

\_\_\_\_\_  
Title



**A t t a c h m e n t   A**

**PROJECT SCOPE OF WORK AND FEE**

**TOWN OF PALISADE, COLORADO**  
**Design and Engineering Services**

**CDOT TAP Grant – US Highway 6 Sidewalks from Lincoln Street to Palisade High School**  
**CDOT Sub Account Number: 23616**  
**FHWA Project Number: TAP M021-001**

**April 22, 2021**

**INTRODUCTION**

The Town of Palisade has identified a need to improve pedestrian facilities along the frontage road on the south side of G Road (US Highway 6) between Lincoln Street and Palisade High School. The project will expand the local multimodal network and provide an accessible route for people with disabilities.

The Town of Palisade has obtained Federal Aid funding for the design and construction of the proposed improvements. Stolfus & Associates, Inc. currently and routinely provides these types of design and engineering services to a number of local governments and CDOT projects that utilize Federal Funds. This scope of work identifies the work elements necessary to complete conceptual, preliminary, and final design of the improvements described above including the necessary clearances required for Federal Aid Funding.

The project will be constructing curb, gutter, and sidewalk on the south side of the project limits along US 6 and the frontage road, as presented in the graphic from the Request for Qualifications (RFQ).

**WORK SCOPE**

***Work Element 1: Project Administration/Management***

Stolfus & Associates, Inc. (Stolfus) with support from Inter-Mountain Engineering (IME) and Farnsworth Group, Inc. (Farnsworth) will review and process invoices monthly and provide other project administration/management services (coordination and product review) throughout the duration of the project. Stolfus will be responsible for day-to-day management and coordination of the work elements.

***Work Element 2: Initial Project Meeting***

Immediately after receipt of notice to proceed, Stolfus, Farnsworth, and IME will hold a kickoff meeting with Town staff and CDOT as identified by the Town. This Work element will confirm the scope of work, project schedule, work elements to be provided by CDOT and provide an opportunity to confirm design-related issues and requirements. Stolfus will be responsible for scheduling the meeting, preparing meeting exhibits, and participating in the meeting.

Previous studies and data that are available for the area will be requested prior to this meeting. Data may include as-built drawings, utility information, drainage studies, and adjacent project information.

Meeting notes will be generated and distributed to the meeting attendees by Stolfus. It is assumed that the project kick-off meeting will be held virtually.

***Work Element 3: Survey***

Farnsworth will conduct a control survey of said areas using the Mesa County Control network or survey control approved by the Town of Palisade and CDOT. Farnsworth will conduct a topographic survey of the area shown on the exhibit and up to Right-of-Way (ROW), or as determined by Stolfus. Farnsworth will conduct an existing ROW verification survey as part of this scope. ROW Plans, Appraisal staking, SUE services, and ROW monumentation are not included in this scope of work. It is assumed that SUE

**CDOT TAP Grant – Palisade Sidewalks**

investigations are not required, and are excluded from this scope of work. Utility information will be provided by survey locates only.

***Work Element 4: Conceptual Design***

A conceptual design will be completed based on survey collected as part of Work Element 3 and aerial photography to confirm and review impacts only. Design will be based on the most current AASHTO bicycle and pedestrian guide, MUTCD and CDOT design standards and specifications. The concept will only evaluate constructing a curb, gutter, and sidewalk. The existing frontage road width will be evaluated to see if lane widths can be reduced to limit the impacts of the new sidewalk.

The sidewalk will tie in to existing curb and gutter near Palisade High School. Pavement patching/reconstruction is not planned. A conceptual horizontal layout will be provided. A conceptual level 3D model will be developed using the existing vertical profile of the frontage road to determine approximate impacts and tie-in slopes. A roll plot of the conceptual design will be provided to the Town.

A call will be held with the Town to review the concept design.

***Work Element 5: Sidewalk Design******Preliminary Design***

Following conceptual design, preliminary design will be prepared. Horizontal and vertical control for the sidewalk will be developed. Driveway impacts will be evaluated. Preliminary toes of slope will be determined. Impacts are not to extend beyond the existing right-of-way. Curb ramp and driveway improvements will be laid out horizontally during preliminary design. We anticipate design of up to 16 curb ramps.

***Final Design***

Final design of the sidewalk will include finalizing horizontal and vertical geometry and project impacts. Curb ramp layouts will be finalized. It is assumed that curb ramps can be constructed utilizing CDOT standard details, so no curb ramp details will be provided at final design.

***Work Element 6: Traffic Design***

Signing and pavement parking plans will be developed according to 2009 MUTCD guidance and CDOT Standard Plans. Construction traffic control will be determined and quantities for traffic control devices during construction will be tabulated. No phasing or device plans are included. CDOT Form 859 will be prepared at final design and submitted with a construction schedule.

***Work Element 7: Hydraulic Analysis and Design***

IME will address local drainage improvements required for the project. A Preliminary Drainage Report that includes hydraulic analysis for the proposed storm sewer infrastructure in compliance with CDOT and Town requirements will be prepared. Hydraulic analysis and documentation preparation will follow the 2019 Drainage Design Manual. IME will provide FIR plans including drainage and stormwater infrastructure improvements (as required) and estimate.

***Work Element 8: Utilities***

IME will provide overall utility coordination/management for the project. IME will provide utility plans that evaluate proposed design with existing utilities to identify minor impacts. In addition to the utility plans, IME will provide a utility conflict matrix that will identify the conflicts, relocations and responsible parties. A virtual coordination meeting with appropriate utility companies to review impacts and relocations will be held. Plans will depict the layout of existing shallow and deep utilities and proposed relocations (excludes irrigation impacts), if required, due to conflicts for the proposed project's

**CDOT TAP Grant – Palisade Sidewalks**

improvements. This assumes that existing electric power poles, irrigation, and other major utility relocations along the South Frontage Rd. are not required. Relocations are limited to minor adjustments. It is assumed that SUE investigations are not required, and are excluded from this scope of work. Utility information will be provided by survey locates only.

***Work Element 9: Stormwater Management Plan (SWMP) & Environmental Coordination***

IME will provide the SWMP for the project. It is assumed that the project disturbance will be over an acre. IME will prepare the SWMP template in accordance with local and state regulation. Interim and final erosion control plans are not included in this scope of work.

Stolfus will provide coordination with CDOT Environmental staff for clearance activities, to be provided by CDOT.

***Work Element 10: Plan Production and QA/QC***

Plans depicting the project designs will be prepared at the Field Inspection Review (FIR), Final Office Review (FOR), and Plans, Specifications, and Estimates (PS&E) stages following CDOT plan submittal processes. Stolfus will provide PDF versions of plans for Town and CDOT circulation and review.

Stolfus will provide a QA/QC reviews for the project. We will also provide technical support throughout the project in an advisory capacity. Our review efforts will confirm appropriateness of methodologies used, accuracy of documents, reasonableness of conclusions, document completeness, and overall clarity.

**Field Inspection Review Plans**

FIR plans shall include the following sheets (as appropriate):

- Title Sheet
- Standard Plans List
- General Notes
- Typical Sections
- Geometric Control Plan
- Removal Plans
- Roadway Plan & Profile
- Drainage Plans
- Utility Plans (no matrix)
- SWMP Template (no plans)
- Signing & Striping Plans

Specifications will not be prepared at FIR level. Comment resolution matrix will be provided, but comments will not be addressed until FOR.

**Final Office Review Plans**

FOR plans shall include the following sheets (as appropriate):

- Title Sheet
- Standard Plans List
- General Notes
- Typical Sections
- Geometric Control Plan
- Tabulations
- Removal Plans
- Roadway Plan & Profile
- Drainage Plans, Profiles, and Details

**CDOT TAP Grant – Palisade Sidewalks**

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- Utility Plans and Matrix
- SWMP Plans and Template
- Signing & Striping Plans

Specifications will be prepared. Comment resolution matrix will be provided, but comments will not be addressed until PS&E.

**Plans, Specifications, and Estimate (PS&E) Plans**

PS&E plans will finalize the project documents in preparation or advertisement and address all comments from FOR.

***Work Element 11: Meetings***

The following meetings are included in this scope of work:

- Initial Project (Kick-off) Meeting (virtual)
- Conceptual Design Review Call (virtual)
- Monthly coordination calls with Town (virtual)
- Bi-weekly consultant internal team calls (virtual)
- FIR Meeting (virtual)
- FOR Meeting (virtual)
- Major Progress Meetings (one virtual, one in-person)
- Field Visit (One, included with progress meeting)

***Work by Others/Exclusions***

As a result of our review of the requirements for this project and discussions with the Town, various items will be provided and/or completed by CDOT, or others, or are excluded from this scope of services. If additional services are needed, the Stolfus team can provide those services in addition to the original approved scope and fee on a time and materials basis at the Standard Hourly Rates, with prior written approval from the Town. These items include:

- Public Involvement
- Public Involvement materials – boards, displays, or graphics
- Town Council Involvement
- Environmental investigations, clearances, and permits
- ROW acquisition services
- SUE investigation including test holing of utilities
- Access exhibits and CDOT Form 138's
- Structural Design
- Lighting Design
- Landscaping Design
- Utility relocation design
- Phasing and Traffic Control Device Plan
- Irrigation System Design and Plan
- Printing and reproduction of all plans and specifications for bid and/or construction purposes
- Construction observation, contract management and inspection
- Website
- Construction Project Management
- Appraisal staking and right-of-way monumentation
- Pavement or materials investigation/design
- Utility relocation design
- ROW plans
- Title work

**CDOT TAP Grant – Palisade Sidewalks**

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- Alternatives analysis, including alternate sidewalk alignments
- Funding and phasing scenarios

***SCHEDULE AND FEE***

Based on our current workload, Stolfus can begin work on this project immediately upon notice to proceed. Anticipated completion of work items is approximately nine (9) months from notice to proceed. We will complete this work at our 2021 Standard Hourly Rates for a fee not to exceed \$198,500 without prior written approval.

End of Scope

Budget - 2020 Commercial Rate



Client:	Town of Palisade	Client PM:	Janet Hawkinson	Date:	1/22/2021
Project:	CDOT TAP Grant - Palisade Sidewalks	Project #:	TAP M021-001, 23616	By:	MRH/JLS
Location:	Palisade High School to Iowa Ave	Base Budget?			
Date Requested:	10/30/2020	Add'l Service?			
Requested by:	Janet Hawkinson	Anticipated Duration			

Scope Summary

Work Element	Principal \$190.00	PE-5 \$170.00	PE-3 \$150.00	PE-2 \$140.00	PE-1 \$120.00	EI3 \$100.00	EI2 \$100.00	EI1 \$100.00	Student Intern \$60.00	Office Manager \$70.00	Admin Asst. 1 \$60.00	TASK HRS	PHASE TOTAL
<b>Work Element 1 - Proj. Admin/Mgmt</b>		\$4,760	\$9,000							\$1,680			\$15,440
Coordination		16	60									76	\$11,720
Contract Admin/Billing		12									24	36	\$3,720
Subtotal Hours		28	60							24		112	
<b>Work Element 2 - Initial Project Meeting</b>		\$340	\$1,050		\$1,440								\$2,830
Meeting preparation - agenda, schedule, contact list, meeting exhibits			4		8							12	\$1,560
Meeting (assume virtual)		2	1		2							6	\$980
Meeting Minutes			1		2							3	\$300
Subtotal Hours		2	7		12							21	
<b>Work Element 3 - Survey &amp; ROW</b>			\$600		\$960								\$1,560
Survey Coordination			4		8							12	\$1,560
Subtotal Hours			4		8							12	
<b>Work Element 4 - Conceptual Design</b>		\$170	\$900		\$2,160		\$2,800	\$2,400					\$8,430
Conceptual Design of curb, gutter, and sidewalk to review impacts		1	4		8		16	16				29	\$3,330
Design Criteria					2		4	4				6	\$640
Conceptual Design Review Call with Palisade			2		8		8	24				42	\$4,460
Subtotal Hours		1	6		18		28	24				77	
Subtotal Hours													
<b>Work Element 5 - Sidewalk Design</b>		\$680	\$2,250		\$7,680		\$10,800						\$21,410
Preliminary Design - define geometry (horiz + vertical), initial toes		2	8		40		60					110	\$12,340
ADA curb ramps - assume 16 curb ramps			2		4		16					22	\$2,380
Driveways			1		4		8					13	\$1,430
Final Design		2	4		16		24					46	
Subtotal Hours		4	15		64		108					191	
<b>Work Element 6 - Traffic Design</b>			\$600		\$1,440			\$4,000					\$6,040
Preliminary Signing and Striping			2		4			24				30	\$3,180
Construction traffic control/timing/859			2		8			16				26	\$2,860
Subtotal Hours			4		12			40				56	
<b>Work Element 7 - Hydraulic</b>			\$1,200		\$1,920								\$3,120
Hydraulics Coordination			8		16							24	\$3,120
Subtotal Hours			8		16							24	
<b>Work Element 8 - Utilities</b>			\$900		\$1,920								\$2,820
Utility Coordination			4		8							12	\$1,560
Utility Clearance			2		8							10	\$1,260
Subtotal Hours			6		16							22	
<b>Work Element 9 - SWMP/Environmental Coordination</b>			\$1,500		\$1,680								\$3,180
SWMP Coordination			2		6							8	\$1,020
CDOT Environmental Coordination			8		8							16	\$2,160
Subtotal Hours			10		14							24	
<b>Work Element 10 - Plan Production</b>		\$3,570	\$6,150		\$11,760		\$10,400	\$16,800					\$48,680
<b>FIR Plans</b>													
Title Sheet, SPL, General Notes			1		8			12				21	\$2,310
Typical Sections			2		8		16	26				26	\$2,860
Removal Plan			2		8		8	32				50	\$5,260
Roadway Plan & Profile			2		8		32	40				82	\$8,460
FIR Quantities - no tabulations					4		16	20				20	\$2,080
Preliminary OPC			1		4		8					13	\$1,430
QA/QC		4	4		4							8	\$1,280
FIR Meeting - assume virtual, includes agenda and minutes, comment resolution matrix		4	6		8							18	\$2,540
<b>FOR Plans</b>													
Address comments from FIR		1	2		12		12	36				63	\$6,710
FOR Annotation					8			12				12	\$1,200
Tabulations			2		4		8	12				26	\$2,780
Specifications		1	4		12			17				17	\$2,210
Final OPC			1		2		4	7				7	\$790
QA/QC		4	4		4			8				8	\$1,280
FOR Meeting - assume virtual, includes agenda and minutes		4	6		8			18				18	\$2,540
<b>PS&amp;E Plans</b>													
Address comments from FOR		1	2		12			24				39	\$4,310
QA/QC		2	2					4				4	\$640
Subtotal Hours		21	41		98		104	168				432	
<b>Work Element 11 - Meetings</b>		\$680	\$6,000		\$3,360								\$10,040
Monthly Coordination Meetings with Town			12		12							12	\$1,800
Bi-weekly Coordination Meetings with Internal Team					12							24	\$3,240
Major Progress Meetings (one virtual, one in-person)			4		16							36	\$5,000
Subtotal Hours		4	40		28							72	
<b>Total Hours</b>		60	201		286		240	232		24		1043	
<b>Total Labor \$</b>		\$10,200	\$30,150		\$34,320		\$24,000	\$23,200		\$1,680		\$123,550	\$123,550

**SUBCONSULTANTS/VENDORS**

Type Service Provided  
 Farnsworth Survey & ROW  
 Inter-Mountain Hydraulic Analysis/Design, Irrigation Analysis/Design, Utilities, SWMP  
 Sub/Vendor 4  
 Sub/Vendor 5

Budget  
 \$26,958  
 \$47,275

**Total Subconsultants \$74,233**

**EXPENSES:**

expense	cost units	qty		
Mileage	0.520 mi	500	\$260.00	\$260.00
Outside Reproduction	at cost			
Lodging	120.00 at cost	2	\$240.00	\$240.00
Other Miscellaneous	at cost			
				<b>\$717.00</b>

**TOTAL SERVICES \$198,500**



## 2021 STANDARD HOURLY RATES

### Professional Services

Principal-President	\$190/hr
Professional Engineer 5	\$170/hr
Professional Engineer 4	\$160/hr
Professional Engineer 3	\$150/hr
Professional Engineer 2	\$140/hr
Professional Engineer 1	\$120/hr
Engineering Intern 3	\$100/hr
Engineering Intern 2	\$100/hr
Engineering Intern 1	\$100/hr
Engineering Student Intern	\$ 60/hr
Office Manager	\$ 70/hr
Administrative Assistant 1	\$ 60/hr
Expert Witness Services*	
Expert Witness (Principal-President)	\$400/hr
Expert Witness (PE-5)	\$350/hr

\*includes deposition testimony, courtroom appearances, transcript review, etc.

### Outside Consultants

**at cost**

### Other Direct Costs

Mileage	at Standard Federal Rate
Outside reproduction	at cost
Other expenses	at cost



**Schedule of Charges - January 1, 2021**

<b>Engineering/Surveying Professional Staff</b>	<b>Per Hour</b>
Administrative Support.....	\$ 70.00
Engineering Associate I/Cx Specialist I.....	\$ 118.00
Engineering Associate II/Cx Specialist II.....	\$ 132.00
Engineer/Land Surveyor/Senior Cx Specialist .....	\$ 140.00
Senior Engineer/Senior Land Surveyor/Cx Project Manager.....	\$ 148.00
Project Engineer/Project Land Surveyor/Senior Cx Project Manager.....	\$ 160.00
Senior Project Engineer/Senior Project Land Surveyor/Cx Manager.....	\$ 178.00
Engineering Manager/Land Surveying Manager/Senior Cx Manager.....	\$ 199.00
Senior Engineering Manager/Senior Land Surveying Manager/Senior Cx Director .....	\$ 210.00
Principal/Vice President.....	\$ 215.00

**Technical Staff**

Technician I .....	\$ 76.00
Technician II .....	\$ 102.00
Cx Technician .....	\$ 112.00
Senior Technician .....	\$ 112.00
Chief Technician.....	\$ 130.00
Designer/Computer Specialist/Lead Technician .....	\$ 141.00
Senior Designer.....	\$ 146.00
Project Designer/Project Technician .....	\$ 160.00
Senior Project Designer/Systems Integration Manager .....	\$ 175.00
Design Manager/Government Affairs Manager.....	\$ 188.00
Technical Manager .....	\$ 194.00
Senior Technical Manager.....	\$ 210.00

**Architecture/Landscape Architecture/Interior Design Professional Staff**

Designer I .....	\$ 107.00
Senior Interior Designer/Designer II .....	\$ 117.00
Architect/Designer III/Project Coordinator .....	\$ 133.00
Senior Architect/Senior Project Coordinator.....	\$ 143.00
Project Architect/Project Manager.....	\$ 153.00
Senior Project Architect/Senior Project Manager.....	\$ 170.00
Architectural Manager .....	\$ 181.00
Senior Architectural Manager .....	\$ 190.00
Principal – Architecture.....	\$ 210.00

**Units**

Overtime, If Required by Client – Non-Exempt Employees Only .....	1.25xbilling rate
Expert Testimony.....	2xbilling rate
Per diem .....	\$55.00/day
ATV & Trailer .....	\$11.00/hr
Field Vehicle .....	\$14.00/hr
Automobile mileage .....	\$0.61/mile
Software/CAD/Revit Station .....	\$15.00/hr
Hand Held GPS .....	\$11.00/hr
GPS Unit (each).....	\$11.00/hr
Utility Locator/Robotic Total Station .....	\$26.00/hr
Stationary Scanner.....	\$300.00/day
Subconsultants & Other Reimbursable Expenses Related to Project* .....	Cost+ 10%

\*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2022 UNLESS OTHERWISE NOTIFIED



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**PROFESSIONAL FEE SCHEDULE**

January 1, 2021

<b><u>Personnel:</u></b>	<b><u>Rate Per Hour:</u></b>
Principal Engineer	\$165.00
Senior Engineer - Professional Land Surveyor	\$150.00
Senior Engineer - Project Manager	\$135.00
Project Engineer	\$110.00
Design or Field Engineer	\$105.00
Land Survey Technician	\$120.00
2-Person Field Survey Crew with GPS or Robotic	\$170.00
1-Person Field Survey Crew with GPS or Robotic	\$145.00
Party Chief	\$100.00
Senior CAD Technician	\$100.00
CAD Technician	\$85.00
Technical Typist	\$50.00
 <b><u>Reimbursable Expenses:</u></b>	
Reprographics	Cost +10%
Mileage	\$0.60/mile
Outside Services	Cost +20%

Schedule overtime (after 6:00 p.m. and weekends) 1.5 x base rate. Overtime must be scheduled 24 hours in advance on weekdays and on Thursday for weekends.

**VAIL VALLEY OFFICE**

30 Benchmark Road, Suite 216 | PO Box 978 | Avon, CO 81620

**DENVER OFFICE**

9618 Brook Hill Lane | Lone Tree, CO 80124

**970.949.5072 | [info@inter-mtn.net](mailto:info@inter-mtn.net)**



## Attachment B

### Insurance

Stolfus shall maintain during the term of this Agreement and, if Client is not in default hereunder, for a period of two (2) years after performance of Stolfus' services, insurance of the kinds and with the limits indicated below:

**Worker's Compensation Insurance** as required by statute, including **Employers Liability**

**Commercial General Liability Insurance** with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**Business Automobile Liability Insurance** with limits of \$1,000,000 per occurrence, combined single limits (owned, hired & non-owned).

**Umbrella/Excess Liability Insurance** with limits of \$2,000,000 per occurrence.

**Professional Liability Practice Policy** with limits of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Certificates of insurance evidencing these coverages shall be submitted to Client at the commencement of Stolfus' services. The coverages are subject to the terms, exclusions and conditions of the policies with the insurer's liability equivalent to Stolfus' under this Agreement, irrespective of policy limits. Stolfus will provide the Client a 30-day advance written notice of cancellation. Failure to submit the certificates or endorsements or failure of Client to insist upon submission shall not relieve Stolfus of its duty to maintain the required insurance.

Unless otherwise provided, Client shall maintain insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of Client, the owner, Stolfus, any other beneficially interested person or entity, and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for loss or damage. If Client does not intend to maintain such insurance, Client shall inform Stolfus in writing prior to commencement of Stolfus' services in which case, at the option of Stolfus, Stolfus may then obtain insurance to protect its interests. If Stolfus is damaged by failure of Client to maintain such insurance and to so notify Stolfus, then Client shall bear all costs properly attributable thereto. Client shall require that all contractors of any tier on this project obtain and maintain insurance, with appropriate limits, to cover the perils of their undertakings and the allocation of risk on the Project.

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# Stolfus Agreement for US 6 Palisade Sidewalks

Final Audit Report

2021-04-22

Created:	2021-04-22
By:	Michelle Hansen (MICHELLE@STOLFUSANDASSOCIATES.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAA12dCarh3qluiDDvx4Egm6oBNib60WUfi

## "Stolfus Agreement for US 6 Palisade Sidewalks" History

 Document created by Michelle Hansen (MICHELLE@STOLFUSANDASSOCIATES.COM)

2021-04-22 - 10:38:45 PM GMT- IP address: 64.98.52.224

 Document emailed to Elizabeth Stolfus (elizabeth@stolfusandassociates.com) for signature

2021-04-22 - 10:39:05 PM GMT

 Email viewed by Elizabeth Stolfus (elizabeth@stolfusandassociates.com)

2021-04-22 - 10:40:13 PM GMT- IP address: 73.14.32.27

 Document e-signed by Elizabeth Stolfus (elizabeth@stolfusandassociates.com)

Signature Date: 2021-04-22 - 10:42:16 PM GMT - Time Source: server- IP address: 73.14.32.27

 Agreement completed.

2021-04-22 - 10:42:16 PM GMT