

## AGREEMENT FOR SERVICES

### SCOPE OF SERVICES

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<b>SCOPE OF SERVICES</b>	Consultant will provide the following surveying and engineering consulting services for the Home Elevation projects, located at 401 2nd Avenue and 109 Park Street, in Lyons, Colorado.
<b>GENERAL ADMINISTRATIVE TASKS</b>	<p>The Consultant shall perform the following administrative Tasks in connection with and as part of the Services:</p> <ul style="list-style-type: none"><li>• The Consultant shall provide continuous communication with the Town of Lyons (Town) and, as directed by the Town. The Consultant shall furnish to the Town copies of all correspondence related thereto. The Consultant shall cooperate promptly and in good faith with the Town and the Boulder County Collaborative (BCC) in the Consultant's preparation of reports and minutes of meetings.</li><li>• The Consultant is expected to submit a Progress Schedule to the Town at the onset of work to establish a schedule of meetings, work product review and revision periods, and critical deadlines. Upon approval of the Progress Schedule by the Town, the Consultant will commence the tasks outlined in the Progress Schedule. The Consultant will be expected to manage this process of communication and to present Project progress and provide a forum for review and feedback. Methods of communication include the following:<ul style="list-style-type: none"><li>– Kick-off meetings with the Town and, as applicable, BCC staff</li><li>– Regular working group sessions with the Town. A minimum number of these meetings must be in person.</li><li>– As deemed necessary by the Town, presentation of final results to certain stakeholder groups, the Town, and representatives of the BCC.</li></ul></li><li>• The Consultant shall arrange meetings and presentations as requested by the Town, including regular (e.g., biweekly) project team(s) progress meetings, and in advance shall provide necessary data and Work Product for such meetings (including agendas) and shall keep meeting minutes which shall be provided to the Town following such meetings.</li><li>• The Consultant shall submit a monthly Progress Report to the Town starting on the first (1st) Business Day of the first (1st) calendar month after the Contract Date and along with each invoice for each subsequent month thereafter until the completion of the Services. Each Progress Report shall include an analysis of the Consultant's progress as it relates to the Services and the approved Progress Schedule and each of the following:<ul style="list-style-type: none"><li>– Narrative description of the Services performed during the reporting period;</li><li>– Actual time used (timesheets) for each Task (as defined below) and sub-Task in relation to the Progress Schedule approved by the Town</li><li>– Reasons for any delays in the targeted completion dates;</li><li>– Changes in completion/target dates for the required Services;</li><li>– Need and justification for any extensions of time; and</li><li>– Activities requiring a decision or action by the Town and/or any other Person</li></ul></li></ul>

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**TASK 1 –  
EXISTING  
CONDITIONS****TOPOGRAPHIC SURVEY**

We will provide a topographic survey of the project site. Our survey will identify existing surface topography, drainage features, and adjacent municipal utilities. The topographic survey will include 1-foot contours and spot elevations. Our survey will collect additional data in areas adjacent to the site, including areas in 2nd Avenue and Park Street. Said survey will be provided digitally as an AutoCAD drawing file and graphically in the form of a translucent bond reproducible print.

Utility information will be based on visible evidence. Consultant's plans will show underground utility information provided by others. Consultant will not be responsible for the accuracy for information provided by others.

We will not be responsible for locating non-City utilities such as gas, telephone and cable. Consultant will not be responsible for coordinating with these non-City utility companies for service availability or connection requirements. If any of the above referenced services are required, Consultant will provide them as Additional Services.

As an Additional Service Consultant can subcontract with a utility locate company to attempt to further identify underground utilities on-site and in the vicinity of the proposed utility connections within the R.O.W.

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**TASK 2 –  
ENGINEERING/  
ARCHITECTURAL  
DESIGN  
SERVICES****GEOTECHNICAL RECOMMENDATION LETTER**

We propose to compose a recommendation letter for the soils on the site. We will utilize the information we have near the site to determine the soil conditions in the area. This letter will allow the client and consultants to determine the best structural design for the property.

**FINAL ENGINEERING PLANS**

We will prepare engineering construction plans for submittal. The plans will be based on the topographic survey completed under Task A. Our services will include preparation of the following items:

- Cover Sheet
- Civil Site/Grading/Utility Plan
- Architectural Plans and Elevations
- Structural Plans
- Construction Details
- Response to one (1) round of Town comments
- Engineer's Order of Magnitude Cost Estimate
- One (1) 50% Final Construction Document (CD) Submittal
- One (1) 100% Final CD Submittal
- Prepare an initial FEMA Elevation Certificate based on a field survey completed by SCA.
- Attend the Project kick-off meeting
- Attendance at one (1) design team meeting at each property after the FEMA Elevation Certificate has been completed.
- Attendance at one (1) additional design team meeting at each property

Consultant will provide one (1) set bond copies and PDF/AutoCAD digital versions of the above plans for each submittal. Additional copies of the plans provided for plan review, bidding, or construction purposes will be provided as Additional Services.

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**AGREEMENT FOR SERVICES  
SCOPE OF SERVICES  
(CONTINUED)**

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<b>TASK 3 – PERMITTING</b>	This task will include all application preparation and permitting fees for the following permits:
	<ul style="list-style-type: none"><li>• Town of Lyons Building Permit</li><li>• Floodplain Development Permit</li></ul>
<b>TASK 4 – CONSTRUCTION ADMINISTRATION</b>	<u>CONSTRUCTION ADMINISTRATION</u>
	<ul style="list-style-type: none"><li>• Assist the Client in presenting/explaining those portions of the Construction Documents we designed to prospective General Contractors.</li><li>• Be available periodically to answer questions and provide clarifications about the documents we prepared.</li><li>• Assist the Client in the comparison of construction bids.</li><li>• Attend any bid/negotiation meetings.</li><li>• Visit the site at intervals appropriate to the Stage of Construction in order to observe and report on the progress of the Project in relationship to the design intent. This proposal assumes we will visit the site three (3) times for an average duration of two (2) hours.</li><li>• Attend up to three (3) meetings with the Client and the General Contractor regarding the progress of the Project.</li><li>• Review submittals, punch lists, shop drawings, samples, pay requests, change orders, etc. provided by the General Contractor for the facilities we designed.</li><li>• Complete final walk thru and punch list for the GC.</li><li>• Prepare an interim and final FEMA Elevation Certificate based on a field survey completed by SCA.</li></ul>
<b>TASK 5 – CONSTRUCTION TESTING</b>	<u>CONSTRUCTION TESTING</u>
	Consultant will provide the following construction testing services as requested:
	<ul style="list-style-type: none"><li>• Soils Testing</li><li>• Concrete Testing</li><li>• Nuclear Moisture/Density Testing</li></ul>
<b>ASSUMPTIONS</b>	<p>The tasks and fees contained herein are based on the scope of work provided by the Client. Consultant may revise and/or resubmit this Agreement in the event the site plan or scope of work is substantially revised.</p> <p>If engineering plans, once drafted based on site plans or building specifications Client provides, need to be changed due to site plan changes requested by the Client, the Town or your consultants, Consultant will make the requested changes as Additional Services.</p> <hr/>

**AGREEMENT FOR SERVICES**  
**SCOPE OF SERVICES**  
**(CONTINUED)**

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<b>ITEMS SPECIFICALLY EXCLUDED FROM THE ABOVE SCOPE OF SERVICES</b>	Scott, Cox & Associates would gladly provide these services and typically does for site development projects. They are excluded, because they were not specifically requested and the exact limits of the scope of work that would be necessary to accomplish these tasks is unknown at this time. In the event these services are required, Consultant will gladly perform these tasks as Additional Services.
	<ul style="list-style-type: none"><li>• Detention/Storm Water Quality Pond</li><li>• Drainage reports</li><li>• Paving and staking construction plans</li><li>• Cost Estimates</li><li>• Easement document preparation</li><li>• Off-site design, utility and drainage/storm system analysis</li><li>• Water quality issues/plans</li><li>• Special engineering plans, reports or permits (except as noted)</li><li>• Earthwork calculations</li><li>• Application fees</li><li>• Attendance at public hearing meetings</li></ul>

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