

August 28th, 2024

TOWN OF GARDEN CITY
CHERYL CAMPBELL
621 27TH STREET
GARDEN CITY, CO
(970)351-0041

**RE: Proposal for Professional Engineering Services
 Town of Garden City**

Dear Cheryl,

We are pleased to provide this proposal to assist with the drainage investigation at the BMC West site located at the east end of 27th Street. The site has experienced drainage issues, and our efforts will focus on evaluating the existing drainage conditions upstream of the property, extending across US 85 Business. Additionally, we will be attempting to determine who put the storm sewer across US 85 Business.

To begin, Baseline Engineering will conduct an initial data collection phase. This will involve gathering relevant drainage reports and approved construction documents from CDOT, Greeley, and other sources if found available. Once the data collection is complete, we will review the information and provide a summary of our findings.

Based on this initial review, we will collaborate with the Town to determine the appropriate next steps, which will be defined in a subsequent phase. This second phase will likely involve the development of a drainage investigation report that outlines the current conditions and proposes options to mitigate the defined drainage issues. Should a solution be selected, additional design work will be required to implement the proposed mitigation measures.

On the following page is a Scope of Services and a proposal that outlines the major issues and process for the project. We appreciate the opportunity to assist and we look forward to working with you on this project.

Sincerely,
Baseline Engineering Corporation



Luke Myers, PE
Engineering Manager

A.1 SCOPE OF SERVICES AND PROJECT UNDERSTANDING

It is Baseline Engineering's understanding that the BMC West property has experienced stormwater entering their site and the property owner is claiming it is the responsibility of the Town to take corrective action to ensure it does not happen in the future. Their current theory is that the Town of Garden City installed a storm sewer under US 85 business that directs stormwater toward their site. We understand that CDOT has indicated that the pipe under US 85 Business is not theirs.

Baseline Engineering proposes to begin with an initial information gathering phase where we will start work with a site walk with the client to fully understand the drainage issues on site. Baseline Engineering will also request all documents associated with the site design from the client as well as pursue obtaining pertinent documentation from CDOT and the City of Greely to uncover the design intent of this area.

Once the available historic information has been collected and reviewed, we will work with the town to define our roll and effort for the next phase of the investigation and mitigation recommendations.

PHASE 1 - DRAINAGE INVESTIGATION INFORMATION GATHERING

We will prepare a letter summarizing existing drainage conditions associated with area tributary to the BMC West site and, if possible, identify who installed the storm sewer under US 85 Business. This initial phase of the drainage investigation will include a field visit, existing document collection, and existing document review to. We will use the information gathered to work with the Town to determine next steps.

MEETINGS AND ADMINISTRATION

One site visit and three zoom coordination meetings are included in this fee. Meetings with the project team during design are expected.

PROPOSED FEE

\$5,000

In addition to the professional services set forth above, Baseline shall be compensated 110% of Reimbursable Expenses such as printing, postage, messenger services. Baseline shall be compensated 110% of any subcontractor fees, and application fees if applicable.

A.2 PROJECT SCHEDULE

Baseline will commence work immediately upon contract execution. The overall project delivery schedule will be produced with the input from the project team once the project is commenced. It is anticipated that this project will take 3-4 weeks to complete.

A.3 PROJECT DELIVERABLES

Ongoing coordination with the project team the investigation process.

1. Existing Drainage Information Summary

SERVICES PROVIDED UPON REQUEST

PHASE 2 – DEVELOP MITIGATION SOLUTION

Baseline Engineering will quantify the peak runoff the subject area receives as well as any detention or flood attenuation downstream. This will help in determining the extent of the issue and inform the proposed alternative options. Once the issue has been quantified, multiple high level concept designs will be presented with varying degrees of mitigation. All this information will be presented within a report.

TOPOGRAPHIC MAPPING

We will locate all improvements, show locations of known underground/overhead utilities, trees, indicate elevations and contours, and provide information on adjacent streets, and drainage ways. Spot elevations taken will allow for contours to be presented at 1-foot intervals and show detailed drainage patterns. The survey will be design ready for utilization by the engineer in developing construction plans.

A.4 ADDITIONAL SERVICES (EXCLUSIONS)

- I. Outside Services. The Consultant anticipates that the Client will contract directly with a structural engineer for the building for services relating to these specialties.
- II. Gas, Electric, Telephone, and Cable TV. The Consultant anticipates that the Client will coordinate and contract directly with respective utility companies for design of required facilities. Offsite easements will be prepared as an Additional Service on an hourly basis.
- III. Non-Plat Easements. For purposes of this Agreement, it is assumed that onsite easements will be prepared as an Additional Service on an hourly basis.
- IV. Submittal Items. Submittal items such as fees, title work, previous documents by others, architectural elevations, landscape plans, etc. shall be provided by the Client or others.
- V. Construction Surveying. Construction phase staking is not included in this Agreement. At the time that the Scope of Services is determined Baseline may provide an agreement.
- VI. Offsite Improvements. This contract is for improvements within the parcel or immediately adjacent thereto. Improvements outside this parcel are considered offsite and are not included in this contract. In particular, offsite water, sanitary sewer, storm sewer, and roadways are not anticipated for this project.
- VII. Underdrain Improvement Plan. The Consultant anticipates that an underdrain system is not required. If during the course of the project it is determined by the soils engineer that an underdrain system is required, the Consultant shall prepare a plan as an Additional Service.
- VIII. Miscellaneous Exclusions. The following are items that are specifically excluded from this contract:
 - Verifying the accuracy of the work of others
 - Bidding of project work
 - Geotechnical work
 - Environmental work
 - Traffic study and signalization & analysis
 - Underground Detention Design
 - As-Built Survey & Plans
 - Subsurface Utility Engineering
 - Review of a Development Agreement
 - Mineral interest research and notice
- IX. Plan Revisions. The fees set forth in the Payment Schedule include preparation of revisions to associated documents based upon comments issued by the reviewing agencies with regard to plan content, accuracy, and compliance with published design standards effective as of the date of this Agreement. Three rounds of review are anticipated with this review and approval process. All revisions to the associated documents made necessary due to changes in the site plan layout, new or updated design standards, or the introduction of new and/or additional information not previously made available to the Consultant, shall be performed as an Additional Service.

STANDARD OF CARE

Baseline's 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. Baseline 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. Baseline expressly disclaims all such warranties or guaranties. The foregoing is collectively referred to as the "Standard of Care."

PAYMENT PROVISIONS

Client shall make an initial payment of \$0 as a retainer upon execution of Agreement. Upon receipt of the retainer Baseline shall commence services. The retainer shall be held by Baseline and applied against the **final** invoice. If the amount of the retainer exceeds the final invoice, Baseline shall refund the balance with the final invoice. If the final invoice exceeds the retainer, Client shall promptly remit the amount due. Interest earned on the retainer shall in all instances be for the account of Baseline and shall not be included in any refund or remittance calculation.

A 3% discount is included in the cost of services above for payment in compliance with this Agreement as follows: payment to Baseline shall be in the form of a check or Electronic Funds Transfer (contact Baseline for EFT information) **payable to Baseline Engineering Corporation, PO Box 312, Broomfield, CO 80038-0312**. Other payment arrangements must be approved in advance by Baseline and may be subject to forfeiture of the discount and/or additional terms and conditions including, without limitation, a personal guaranty.

BASIS OF AGREEMENT (CLIENT RESPONSIBILITIES)

The Consultant (Baseline) shall be provided with the following documents:

- Client will provide all existing documents associated with the site design and construction.

PROJECT LOCATION MAP

