



August 30, 2024

**CLIENT:** Town of Garden City  
621 27<sup>th</sup> Street Road  
Garden City, CO 80631  
Attn: Cheryl Campbell, Town Clerk  
**VIA EMAIL**

**RE : TOWN OF GARDEN CITY – DRAINAGE ANALYSIS**  
EPS|NE Project P24-0601

## PROPOSAL / SCOPE OF WORK

Thank you for allowing EPS Group | Northern Engineering (EPS) to provide this proposal for the civil engineering and land surveying required for **TOWN OF GARDEN CITY – DRAINAGE ANALYSIS**. We understand the project will consist of open records requests and researching title commitments for information related to drainage and/or irrigation conveyance. Based on the findings, EPS will provide preliminary findings and recommendations to the Town.

### SCOPE OF WORK

#### 1. DUE DILIGENCE

**Not To Exceed: \$8,750**

- Phone, electronic mail, and meetings.
- Up to twenty-four (24) hours of research of Title Commitment and Schedule B of subject property.
- Open records requests to Colorado Department of Transportation (CDOT), for available information pertaining to Business US85.
- Provide conceptual assessments and exhibit(s) on findings.
- Attendance at one (1) Town Board meeting, if required.
- Coordinate with the Client on applicable comments and requests regarding scope of work.
- EPS will provide a summary report/findings on conceptual research and findings.
- Upon completion of the summary report/findings, EPS can provide a fee proposal to include applicable fees to complete applicable survey, design, construction documents, entitlements, permitting, and other services (i.e., geotechnical engineering).

### ASSUMPTIONS AND EXCLUSIONS

1. EPS proposes to provide the services outlined above on a time and expense, not to exceed basis, except where noted. Any additional work outside the above Scope will be addressed by an Additional Service Agreement, the terms of which will be determined when the service is requested.
2. Client will provide recent title commitments of the subject properties and copies of the B-2 Exceptions to EPS Group prior to the commencement of any survey services.
3. The addressing of any extensive comments and/or revision requests by an attorney, client, governing agency, or title company will be based on an additional time and expense basis.
4. Fees associated with applicable Open Record requests will be paid directly by the Client.
5. Unless otherwise noted, fees do not include site visits, meetings, hearings, multiple analyses, legal opinion/advice, expert witness, detailed design, nor construction documents.

**FEE SUMMARY:**

<b>BASE CONTRACT PHASE</b>		<b>FEES</b>
Due Diligence		\$ 8,750 [Not To Exceed]
<b>TOTAL BASE FEES</b>		<b>\$ 8,750</b>

**AGREEMENT AUTHORIZATION:**

This Agreement is subject to the Terms and Conditions outlined below. If you wish to authorize our team to proceed with the services outlined above, please execute this Agreement in the space provided below.

Sincerely,

**EPS GROUP | NORTHERN ENGINEERING SERVICES, INC.**

**BRADLEY A. CURTIS, PE, CPM, LEED AP**

Senior Project Manager

**APPROVED BY:**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

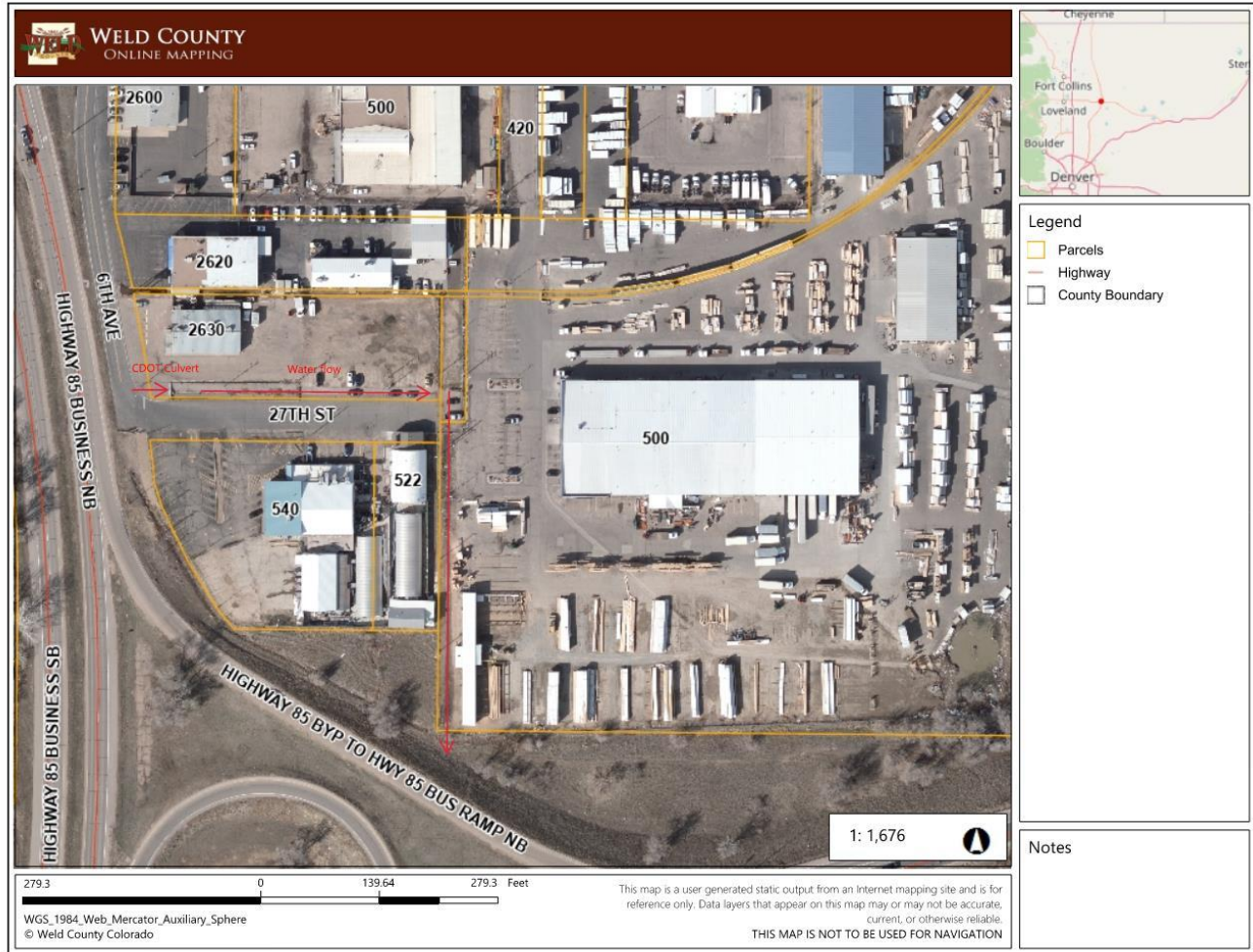
Date: \_\_\_\_\_



**EPS**  
GROUP

**NE**  
NORTHERN  
ENGINEERING

AREA OF INTEREST :



## TERMS AND CONDITIONS:

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1. **TERMS OF AGREEMENT:** Completion of all services indicated in contract amounts mentioned in this Agreement are valid for one year from the date of execution of this Agreement. Because of inflation and resultant cost increases, EPS (EPS Group Inc.) reserves the right to review the remaining contract amounts at the end of the one year period and negotiate possible cost adjustments to this Agreement. Fee proposals are valid for 30 days from the date of submittal and are also subject to adjustments should the proposal not be accepted within 30 days.
2. **OWNERSHIP OF DOCUMENTS:** All drawings, exhibits, reports, and other original documents, including electronic files of such documents, are instruments of service and shall remain the property of EPS Group, except where by law or precedent these documents become public property. Client shall not use such items on other projects without EPS Group's prior written consent. As long as the Client is not in default on any of the terms of this agreement, EPS Group will provide copies and/or electronic files to the Client and/or their agents (with Client's approval). Client shall be responsible for any materials cost and/or additional labor costs associated with providing these copies or files. Client also acknowledges that electronic files are subject to the following disclaimer:  
 "Notice to Recipients of Electronic Files from EPS Group, Inc.: All electronic files are for recipient's use only and all files are subject to revisions. EPS Group makes no guarantees nor warrants the accuracy or completeness of any of the information contained in these files, as recipients should verify all information with actual sealed and signed documents. It shall also be the responsibility of recipients to obtain any future updates from EPS Group, Inc."
3. **DELAYS:** Any delay or default in the performance of any obligation of EPS Group under this Agreement caused directly or indirectly by labor difficulties, accidents, acts of God, materials shortages, power or transportation problems, failure of Client or Client's agents to furnish information or to approve or disapprove EPS Group's services or any other cause beyond EPS Group's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of EPS Group as long as performance is delayed or prevented thereby.
4. **LIABILITY:** EPS Group makes no representation of warranty, either expressed or implied, as to its findings, recommendations, specifications or professional services provided hereunder, except that the standard of care will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. EPS Group agrees to be responsible for its own or its employees' negligent acts, errors, or omissions, which shall be limited to EPS Group's liability insurance coverage for the work and is regarded as fair and negotiated.
5. **INDEMNIFICATIONS:** Client shall indemnify, defend and hold EPS Group harmless from any and all cost, expense claim, damage or liability of any nature arising from: (a) soils conditions; (b) changes to or deviations from exhibits, reports, plans or specifications made by Client or others; (c) use by Client or others of plans, surveys or drawings unsigned by EPS Group registrants or for using signed plans for any purpose other than the specific purpose for which they were intended; (d) job site conditions and performance of work on the project; (e) inaccuracy of data or information supplied by the Client and/or the Client's Consultants; (f) cost figures or quantities used in connection with maps, plans, specifications or drawings (See Item #9); (g) onsite construction review, construction certifications and/or completion of quality of performance of contracts by the construction contractor or other third parties, unless otherwise specifically indicated in the Scope of Services; and (h) accuracy of estimated areas, unless such areas are provided on sealed final plats and/or other legal documents.
6. **CLIENT'S CONSULTANTS:** It is understood and agreed that the Client/Owner shall contract directly with other professionals for other services, unless it is clear in the Scope of Services that those services are to be provided by EPS Group. The client agrees that EPS Group shall have no responsibility or liability for any portion of the project designed or directed by the Client's other consultants. EPS Group shall not be required to check or verify other consultants' documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances, and regulations.
7. **MEDIATION/ARBITRATION/LEGAL COSTS:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation unless the parties mutually agree otherwise. In the event mediation fails to resolve the conflict or dispute, both parties may agree to submit the conflict or dispute to arbitration in accordance with the rules of the American Arbitration Association then in effect. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation



and collections, including and without limitation: witness fees, court costs and attorney's fees (including such costs and fees on appeal), shall be paid to the prevailing party up to a maximum of \$20,000.

8. **ASSIGNMENTS/WAIVERS:** Neither Client nor EPS Group shall assign any interest in this Agreement without the prior written consent of the other, but EPS Group may subcontract outside labor assistance for any portion of the services to be performed hereunder without such consent. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. This Agreement constitutes the entire agreement between the parties hereto on the subject hereof, unless amended by a separate signed agreement between both parties hereafter. One or more waivers of any term, condition, or covenant by either of the parties hereto shall not be construed as a waiver of a subsequent breach of the same or any other term, condition, or covenant. It is the intention of the parties that the laws of the State of Colorado shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereunder.
9. **ESTIMATION OF QUANTITIES AND COSTS:** All estimates of quantities and costs provided by EPS Group are only a best judgment of those quantities and costs. EPS Group does not warrant or guarantee any quantity or cost estimations, as such items are subject to variations caused by construction methods, variances in materials and equipment, inflation, competitive bidding methods and market conditions. Earthwork quantities in particular are subject to variables that are beyond the Engineer's control, including: topographic survey methods and accuracy, shrink/swell percentages, clearing/grubbing methods, actual degrees of compaction, accuracy of actual grades, accuracy of staking and methods of earthwork moving.
10. **CHANGES, REVISIONS, ADDITIONAL SERVICES:** Any services agreed to be performed by EPS Group at the request of Client in addition to those set forth herein shall be paid for by Client as extra Additional Services. Such Additional Services shall include, but not be limited to, additional professional services or survey field crew time caused by policy or procedural changes of governmental agencies, additions to the Scope of Services and/or revisions to layouts requested by the Client and/or their consultants after service has commenced and/or to modify documents to lower Client's cost due to Client budget constraints. All Additional Services are to be billed as indicated in written addendums or change orders as fixed fees or on an hourly basis in accordance with EPS Group's prevailing time and material rates. Client shall indicate in writing to EPS Group that any Additional Services are agreed to prior to commencing with such efforts.
11. **PAYMENT FOR SERVICES:**
  - a. Invoices will be issued at the end of each month, are due and payable upon receipt and are delinquent thirty (30) days after date on the invoice. EPS Group reserves the right to terminate this Agreement or suspend all work for said Client until the default is cured.
  - b. Client shall pay the cost for all reimbursable items such as governmental fees, permits, title company charges, sub-consultants, utility locates, delivery charges, toll telephone calls, plots, transferring of electronic data, reproductions and any other incidental charges and expenses not specifically covered by the terms of this Agreement at EPS Group's cost plus 10%.
  - c. Client shall promptly review invoices and notify the EPS Group Project Manager of any objections thereto. Absent such objection in writing within ten (10) working days of the date of the invoice, the invoice shall be deemed proper and acceptable. Use of back charges by the Client against EPS Group's invoicing shall not occur without written approval of an EPS Group Principal. In the event Client disputes any portion of an invoice, Client shall pay all undisputed portions of the invoice.
  - d. If invoices are not paid in full prior to delinquency, Client may be charged a late fee on the unpaid amount at the rate of two percent (2%) per month from the delinquency date. All payment received shall first be credited to payment of late fees and then to the principal balance. EPS reserves the right to suspend services for non-payment and shall have no liability to Client due to such service suspension.
  - e. EPS Group may subscribe to a collection agency, and any and all accounts unpaid beyond ninety (90) days due may be referred for collection unless specific agreements are made otherwise. All fees, expenses and other costs of collection will be added to the amount due at the end of ninety (90) days that are at the prevailing rates of the agency at the time of referral, including accumulated interest as stated in the Paragraph above.

