

Agenda Item No: CA-j

Meeting Date: March 13, 2023

Subject: Approval of Resolution 23-23, approving an Agreement in an amount not to exceed \$65,000, to Galloway & Company to survey and provide mapping of existing ROW along Weld County Roads 8, 10, 11, 12 & 15.

The City entered into a contract with Galloway & Company in 2020 by Resolution 20-61. Due to the satisfactory work delivered and for continuity, the City wishes to amend the agreement to broaden the scope of work. This is in accordance with City Purchasing Guidelines, which allows the City to award a new contract for this project by resolution.

Background: The City of Dacono has begun collecting survey data to incorporate into a Geographical Information System (GIS) database.

This data includes City owned and maintained infrastructure. It also includes a variety of map data.

The end goal is to import, create, update and maintain an all-inclusive geo-database of map features to serve as an inventory of features pertinent to City operations.

Right of Way and Easement data collected through the Galloway effort will enhance this database.

This GIS data will also be compatible with our asset management software.

Recommended Action: Staff is recommending approval of Resolution 23-23.

RESOLUTION NO. 23-23

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GALLOWAY & COMPANY, INC. FOR RIGHT OF WAY DETERMINATION & SURVEY SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO, COLORADO:

Section 1. The Professional Services Agreement by and between the City of Dacono and Sanderson Stewart is hereby approved in essentially the same form as the copy of such Agreement accompanying this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement. The City Council further authorizes the Mayor to negotiate and approve on behalf of the City such revisions to the Agreement as the Mayor and City Attorney's Office determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, READ, and ADOPTED this 13th day of March, 2023.

CITY OF DACONO, COLORADO

Adam Morehead, Mayor

ATTEST:

Valerie Taylor, City Clerk

**AN AGREEMENT BY AND BETWEEN THE CITY OF DACONO,
AND GALLOWAY & COMPANY, INC. FOR
RIGHT OF WAY DETERMINATION & SURVEY SERVICES**

1.0 PARTIES

The parties to this Agreement are the City of Dacono, a Colorado home rule municipal corporation, hereinafter referred to as the “City,” and Galloway & Company, Inc., hereinafter referred to as the “Consultant.”

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Consultant for the purpose of providing Survey Services related to Legal Descriptions & Proposed ROW.

2.2 The Consultant represents that it has the background, experience, equipment and facilities necessary to provide the City with the services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific professional services as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

4.0 COMPENSATION

4.1 The City shall pay the Consultant for services under this agreement the amounts set forth in Exhibit “B” attached hereto and incorporated herein by this reference. Such amounts shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consultant fees. No hourly rates or other charges shall exceed those identified in Exhibit “B,” except as may be authorized by the City in advance. The scope of services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Consultant shall submit monthly a detailed invoice to the City describing the professional services rendered. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed for the month, the hours worked by employee, and the hourly rate charged for that work. The City shall have access to backup payroll documentation identifying individual employee, date, and hours worked. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The City designates **BOBBY REDD**, as the responsible City staff member(s) to provide direction to the Consultant during the conduct of the project. The Consultant shall comply with the directions given by the designated staff members.

5.2 The Consultant designates _____ as its project manager. The City may rely upon the guidance, opinions, and recommendations provided by the Consultant and its representatives. Should any of the representatives be replaced, particularly _____, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

The Consultant's services under this Agreement shall commence on ***March 13, 2023*** and be valid for ***six (6) months***.

7.0 INSURANCE

7.1 The Consultant agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

7.1.1 Consultant shall procure and maintain, and shall cause each Sub-consultant of the Consultant to procure and maintain or insure the activity of Consultant's Sub-consultants in Consultant's own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- 7.1.1.1 Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.
- 7.1.1.2 Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultants, products, and completed operations. The policy shall contain a severability of interests provision.
- 7.1.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Consultant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
- 7.1.1.4 Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000)
- 7.1.2 The policies required above, except for the Workers' Compensation insurance, Employers' Liability insurance, and Professional Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.1.3 Certificates of insurance shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the

City. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.1.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the Owner.
- 7.1.5 The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, ' 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the Consultant or any sub-consultant of the Consultant, or any officer, employee, or agent of the Consultant or any sub-consultant, or any other person for whom Consultant is responsible. The Consultant shall, at its sole expense, timely investigate and respond to the City regarding any such liability, claims and demands. To the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Consultant or the Consultant’s agents, representatives, sub-consultants, or suppliers, Consultant shall be solely responsible to bear all costs and expenses, including court costs and attorney fees, for any such injury, loss, or damage, or portion thereof, caused by or claimed to be caused by Consultant’s negligent acts, errors, or omissions relating to the professional work or services in the performance of this Agreement. The Consultant's indemnification and defense obligations shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City or any other party that is not a sub-consultant or other person for whom Consultant is responsible. The extent of the Consultant’s obligation to defend, indemnify, or hold harmless the City shall be determined only after the Consultant’s liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the

City and the Consultant; however, the Consultant's duty to investigate and respond to the City regarding any claims or demands shall immediately arise upon the receipt by the City or Consultant of any claims or demands.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent Consultants and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the City as to end results of the work only. **As an independent contractor, Consultant is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

11.0 ASSIGNMENT

Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least seven (7) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the total amount set forth in Exhibit B, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 ENFORCEMENT

15.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

15.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute arising out of or in any matter connected with this Agreement.

16.0 COMPLIANCE WITH LAWS

Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

18.0 EQUAL OPPORTUNITY EMPLOYER

18.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

- 18.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

19.0 PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

- 19.1 Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract.
- 19.2 Consultant will participate in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Consultant is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.
- 19.3 If Consultant obtains actual knowledge that a sub-consultant performing work under this contract for services knowingly employs or contracts with an illegal alien, Consultant shall:
- a. Notify the sub-consultant and the City within three days that the Consultant has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and
 - b. Terminate the subcontract with the sub-consultant if within three days of receiving the notice required pursuant to this paragraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.
- 19.4 Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 19.5 If Consultant violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Consultant shall be liable for actual and consequential damages to the City.

DATED: _____, 20__

CITY OF DACONO,

CONSULTANT:

By: _____
Mayor

By: _____

Name: _____

Attest: _____
City Clerk

Title: _____

WITNESS:

By: _____

Name: _____

Title: _____

Exhibit “A”

Exhibit “B”

[Scope of Services & Fee Schedule]
(combined)

October 24, Revised November 9, 2022

City of Dacono
AJ Euckert
512 Cherry Street
Dacono, CO 80514

RE: WCR 8, 10, 11, 12, and 15 Right of Way Determination and Survey Dacono CO. Professional Services Proposal

Dear Mr. Euckert:

Galloway is pleased to provide our Professional Services Agreement (“Agreement”) to the City of Dacono. The requested scope of services and associated fees are outlined in the attached Professional Services Agreement and is intended to cover Galloway’s survey services for this project.

Galloway is a full-service engineering, architecture and planning company that has provided comprehensive land development services since 1982 and is licensed in 46 states. With offices in Colorado, Utah, Kansas, Georgia and California, we provide all major services under one roof and have the capabilities necessary to successfully manage a project from planning through construction completion. Galloway’s services include due diligence; land development consulting; site planning; surveying; civil, mechanical, electrical and structural engineering; architecture; landscape architecture; site lighting analysis; commissioning; and construction contract administration. Our diverse client base includes local, regional and national developers, builders and retailers. We pride ourselves on providing quality, cost-effective, and reliable services and building enduring client relationships.

If the general terms of this proposal are acceptable, Galloway is prepared to execute this Agreement, or upon review and mutual agreement of the contractual conditions, the Client’s Agreement. In either case, the attached Scope of Services, and any mutually agreeable revisions thereto, would be incorporated into said Agreement.

We appreciate the opportunity to submit our professional services proposal to you. Galloway strives to provide a superior level of service that reflects our dedication to timely and cost-effective projects, exceptional communication and the highest-quality deliverables. We are committed to your project’s success and look forward to working with you. If you have any questions, please feel free to contact me at (970) 800-3300. Thank you for considering Galloway!

Sincerely,
GALLOWAY & COMPANY, INC.



Frank A. Kohl, Principal, PLS, Senior Survey Project Manager
Frankkohl@GallowayUS.com

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement") is made as of November 9, 2022, between City of Dacono (hereinafter referred to as "Client"), and Galloway & Company, Inc., a Colorado Corporation, and its Subsidiaries (collectively hereinafter referred to as "Galloway"), and jointly referred to as the "Parties." The agreement is binding upon the Parties, their successors and assigns. The Client understands the terms and conditions set forth and willingly enters into this Agreement.

The terms of this Agreement shall cover all services performed by Galloway for the Client prior to the execution of this Agreement, if any. Services not specifically identified in the Scope of Services presented herein are excluded from this Agreement. Deviations from the Scope of Services, whether Client-driven or through the agency review and approval processes, will be justification for amendment to this Agreement.

The Schedule of Rates and Contractual Conditions attached are incorporated by this reference.

SUBJECT PROPERTY/PARCEL(S) FOR SURVEY SERVICES

- CR 8 from the east right of way line of the I-25 Frontage Road to CR 15.
- CR 10 from the east right of way line of the I-25 Frontage Road to CR 15.
- CR 11 from Hwy 52 South to CR 8
- CR 12 from the I-25 Frontage Road East to CR 17
- CR 15 from Hwy 52 South to a line One Half Mile North of WCR 6.

SCOPE OF SERVICES

Right of Way Research and Determination

Galloway will work with the City of Dacono staff to determine the Right of way for the above roads. This effort will include review of Annexation and Plat maps, records of Weld County, Title reports and City documents. (See Exhibit A-1 included roads highlighted in red)

Right of Way Survey

Based on the findings of our research, Galloway will conduct a field survey. Approximately 28 Aliquot Corners will be located and used as a base to plot record information for the right of ways. Found monuments will be tied to the City Datum. (See Exhibit A-1 roads highlighted in red) NOTE: This is not a boundary survey. Found monuments will be used to reference and control record right of way information.

GIS Data Base

Galloway will prepare GIS Shape Files containing agreed to Metadata and insert these files into the City of Dacono GIS Data Base.

Title Company Coordination

Galloway will coordinate with the title company for O&E Reports, acquiring deeds that impact the right of ways. Fees associated with the title company will be handled as a pass-through expense and invoiced to the client.

Meetings and Coordination

Galloway will attend meetings as requested by the City to coordinate project details. These meetings will be attended on a time and expenses basis.

ASSUMPTIONS AND CLARIFICATIONS

- In this proposal it's assumed that adequate monumentation necessary to determine the right of way will be found on or directly adjacent to the subject property. If adequate monumentation is not found, we will contact the Client prior to proceeding with the survey.
- The fee for this proposal includes addressing one (1) set of Client comments regarding revisions, clarification or edits. It is assumed Galloway will receive all comments from all involved parties at the same time to be addressed at one (1) time. If additional comments are received or as otherwise noted or requested revisions extend beyond the aforementioned items or scope, additional fees shall apply, and the request will be addressed on a Time and Materials (T&M) basis.
- Client will provide or obtain all necessary permissions for access to all portions of the abutting property or adjoining properties necessary to complete the field effort of the survey.
- This scope is limited to the items listed above. Additional scope items requested by the Client may include additional fees.
- The right of ways to be surveyed for this effort are limited to the roads listed above.
- Commencement of work will not begin until this agreement is signed and received by both parties.

SPECIFIC EXCLUSIONS

- This is not a boundary survey, no monuments will be set.
- Extending the survey to include the Aliquot break down of adjoining sections
- All items related to the vertical aspects of the site.
- Any additional scope items not specifically listed above
- Zoning research or designations
- Determination of rights of use of any features/easements/trails/roads or any others
- Any copies of survey notes/sketches/point list or other survey related items, unless agreed upon via written correspondence
- Revisions deemed beyond the limits or intent of this scope
- Any forms/letters/spreadsheets or drawings not listed above

CLIENT RESPONSIBILITIES

- Provide City support as needed for the successful completion of the project.
- Provide necessary permissions and access to the site and abutting properties.

DELIVERABLES

- Galloway will prepare a Autocad drawing of the subject right of ways. Galloway will provide the client with a PDF of the final survey signed and sealed by a Professional Land Surveyor licensed in the State of Colorado. The PDF will be a “to scale” depiction at a size of 24” x 36”.
- Galloway will provide Autocad files of the above right of ways.
- Galloway will provide GIS Data, including Reception Numbers on the existing right of way

Galloway standard base files

SCHEDULE

Galloway Survey can commence work immediately upon receiving the signed agreement and a written Notice to Proceed and will anticipate delivery of a draft survey for your review within 8 weeks of the Notice to Proceed. This timeline is driven by the title company, which will require 3-4 weeks to get the needed documents.

It is understood that the timing for this survey is important. Galloway will make all reasonable efforts to complete the survey in the time frame noted, however outside factors may have influence on the schedule such as but not limited to weather, access permissions or other unforeseen circumstances. If a circumstance or situation occurs that may impact the delivery schedule, Galloway will notify the client to either resolve the situation or determine a new delivery schedule.

COMPENSATION

The Scope of Services provided herein will be provided on a time and materials (T&M) basis pursuant to the Schedule of Rates in effect at the time services are rendered and expenses incurred. The estimated T&M fee of **\$63,150.00** is based upon our understanding of the project scope at this time and should not be construed as a not-to-exceed amount unless otherwise noted. A copy of Galloway’s current Schedule of Rates is incorporated herein as Exhibit B.

ADDITIONAL SERVICES

Easements (\$85 per easement plus title)

Using the record information provided by a title company, Galloway will plot record easements within the limits of the above referenced rights of way. I’ve included this as an additional service due to the Uncertainty of the number of easements and the cost associated with getting this information. The cost increases from \$5.00 a parcel for an O&E report (the deed), to \$500 a parcel for an informational binder (all easements). We may want to be selective on which parcels we request this information on.

Aerial Imagery (Fees to be negotiated under separate contract)

Galloway will provide aerial imagery which could include:

- Orthorectified photos of each right of way or corridor.

- Yearly or quarterly photos that would show changes to active development areas.
- Contours that could support conceptual design efforts.

Galloway invoices on a fixed fee and/or time and material (T&M) basis. Fixed fee scope items are invoiced on a percent-complete basis, while T&M items are invoiced pursuant to the Schedule of Rates in effect at the time services are rendered and expenses incurred. A copy of the current Schedule of Rates is attached herein. Changes to the Scope of Services and compensation shall be identified in a Service Authorization addendum and commenced only upon the Client's execution of the Service Authorization. T&M fees presented herein are estimates and should not be construed as not-to-exceed amounts. Reimbursable expenses shall be invoiced at 1.10 times the direct out-of-pocket expense. These reimbursable expenses include, but are not limited to, permit fees, review and recording fees, reasonable travel costs, communication costs, equipment and facility rentals, subconsultant fees, reproduction costs, and courier and shipping fees. Invoicing is performed monthly with payment due net 30 days from the date of invoice. Amounts unpaid 30 days after the invoice date shall include a service charge of 1.5% per month. Collection charges, including attorney's fees and court costs are payable by Client in the event of late payment. Final payment is required prior to the release of any signed and stamped drawings, reports, or other Instruments of Service, as defined herein under Contractual Conditions.

It should be noted that the fee estimate is based upon Galloway's understanding of the project scope at the time that the estimate is provided. The fee estimate is also based upon a standard performance schedule for services. Compressed schedules will increase the fee estimate. Unforeseen conditions or necessary revisions may require Galloway to submit a Scope of Services addendum and obtain approval from Client prior to proceeding with the modified scope. Galloway's Schedule of Rates is subject to change.

Galloway is hereby authorized by Client to proceed with the above referenced Scope of Services as set forth in this Agreement between Galloway and Client.

ACCEPTED BY

Galloway & Company, Inc.

City of Dacono

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

CONTRACTUAL CONDITIONS

The following conditions are necessary for completion of the Scope of Services provided herein, or in subsequent Service Authorizations, in a timely and orderly manner and within the rates set forth in the applicable Schedule of Rates as defined by this Agreement under Compensation. For the purpose of this Agreement, designs, drawings, reports, calculations, specifications, electronic data and similar services and deliverables in either electronic or hard copy form are the "Instruments of Service."

A. Standard of Care: Services provided by Galloway under this Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in this geographic area.

B. Subcontractors: Galloway shall not subcontract any part of its services under this Agreement without first providing notice to Client. Client consents to any subcontractor or subconsultant listed in the Scope of Services. Galloway shall obligate any subcontractor to agree to compliance with all applicable provisions of this Agreement. Nothing contained in any subcontract shall create a contractual relationship between Client and any such subcontractor.

C. Reuse of Documents:

1. Client acknowledges Galloway's Instruments of Service, prepared by Galloway and its subconsultants are for use solely on the Project. Galloway and its subconsultants, 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.
2. Upon execution of this Agreement, and so long as Client is not in default of its obligations to Galloway, Galloway grants Client a nonexclusive license (the "License") to reproduce all finished Instruments of Service solely for use on the Project, subject to the following: (a) if Client is in default of this Agreement, including instances where Galloway terminates the Agreement for nonpayment, the License is terminated without the necessity of further action on the part of the Parties; (b) if Client terminates this Agreement for Galloway's default (or for Client's convenience and Client is not in default of its obligations to Galloway), 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. Galloway 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 Galloway was not in default. Galloway retains the right to use, sell and/or modify any databases developed and/or modified in performing its services.
3. The Licenses granted are not assignable without Galloway's 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 the Agreement or upon suspension or completion of the Project are at Client's risk and without liability to Galloway, and Client agrees to indemnify, defend and hold Galloway 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.

D. Excluded Services: Services not expressly identified in writing in a Service Authorization applicable to this agreement are excluded from the scope of Galloway's services. Client expressly agrees that Galloway has no responsibility to perform such services including but not limited to utility locates that may be required pursuant to C.R.S. 9-1.5-101 et seq. and/or utility quality level A locates as defined by the Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data as published by the American Society of Civil Engineers, such as ASCE 38 and/or any predecessor or subsequent statutes or standard guidelines. All utility locate costs that are required pursuant to C.R.S. 9-1.5-101 and/or utility quality level A as defined by the Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data as published by the American Society of Civil Engineers, which are not expressly included in Galloway's Scope of Services, shall only be completed at the request of Client. Client agrees that any such utility locates will be an added cost to the compensation defined in this Agreement and at Client's sole expense.

E. Additional Services: Client and Galloway agree that there may be circumstances beyond their control, which are unforeseen and that may arise during the project. These changes may require changes to the Scope of Services and Compensation. The additional services shall be invoiced per the terms of this Agreement.

F. Construction Contract Administration: If Client retains Galloway to provide construction contract administration of specific portions of construction work, Galloway will report its professional opinions and observations to Client. Galloway will make periodic observations of construction at intervals agreed to herein to become generally familiar with the construction work, to keep Client informed about the observable work, and to attempt to determine whether the work is in general conformance with the contract documents. This is not a warranty from Galloway that the work is without defect. These periodic observations shall not be construed as exhaustive or continuous inspections. Galloway shall not be responsible for contractor's means, methods, techniques, sequences, procedures, or safety programs since these are exclusively the responsibility of the contractor and because Galloway is neither qualified nor licensed to be a contractor. Nothing herein shall relieve the contractor of responsibility for the quality of its work or impose liability upon Galloway for the quality or timeliness of that work.

G. Insurance: Galloway shall maintain during the term of this Agreement insurance as set forth in Exhibit D, Schedule of Insurance.

H. Limitations:

1. Galloway agrees to indemnify and save Client harmless from any loss, cost, or expense, including reasonable attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Galloway in connection with Galloway's professional services. Client agrees to indemnify and save Galloway 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 the Project. If the negligence of both Galloway and Client is the cause of such damage or injury, the loss, cost, or expense shall be shared between Galloway and Client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion.
2. It is intended that the performance of Galloway's 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 the Project. Each party agrees that any claim, demand or suit shall be made only against a party and not against any of its Personnel.
3. Client and Galloway 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: (a) the total liability in the aggregate, of Galloway and its Personnel and independent professional associates, and any of them, to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever (including, without limitation, indemnity obligations, contract damages, attorney's fees, and expert witness fees) arising out of or in any way related to Galloway's services, the Project, or this Agreement, from any cause or causes whatsoever and regardless of the legal theory asserted (including, without limitation, negligence, errors, omissions, strict liability, misrepresentation, breach of contract or warranty of Galloway or its Personnel or independent professional associates, or any of them), shall not exceed the total compensation received by Galloway under this Agreement, and if separate tasks are issued by Service Authorizations, then the total compensation received by Galloway for a specific service on a specific project at a specific location, or the coverage limit provided in Exhibit D, whichever is less; (b) Client and Galloway waive claims against each other: (i) for incidental, special, indirect, punitive or consequential damages arising out of or relating to this Agreement, and Galloway shall not be liable for any cost or expense that provides betterment, upgrade or enhancement of the Project; and (ii) and against the subcontractors, subconsultants and employees of the other for damages to the extent that the damages sustained by either Galloway or Client are covered by property insurance. The mutual waiver of consequential damages under subsection (b) above shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Galloway shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
4. If, due to Galloway's negligence, a required item or component of the Project is omitted from Galloway's Instruments of Service, Galloway shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Instruments of Service. In no event shall Galloway be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
5. The provisions of this Section H shall survive expiration or termination of this Agreement and shall apply to all services provided to Client by Galloway, 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 H.

I. Unauthorized Changes: In the event that Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Galloway without obtaining Galloway's prior written consent, Client shall assume full

responsibility for the results of such changes. Therefore, Client agrees to waive any claim against Galloway and to release Galloway from any liability arising directly or indirectly from such changes.

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless Galloway from any damages liabilities or costs, including reasonable attorney's fees and costs of defense, arising from such changes. In addition, Client agrees to include in any contracts for construction appropriate language that prohibits the contractor or any subcontractors of any tier from making any changes or modifications to Galloway's construction documents without the prior written approval of Galloway and that further requires the Contractor to indemnify both Galloway and Client from any liability or cost arising from such changes made without such proper authorization.

J. Changes to Scope of Services, Suspension:

1. Additional Service Authorizations must be executed prior to commencing any and all additional services. Additional service requests from Client must include a comment period, commencement date, expected completion date, and any special conditions. If changes or additions cause an increase or decrease in the services provided under this Agreement, Galloway and Client shall memorialize such changes or additions to the services provided by completing a Service Authorization form.
2. Client may, upon written notice to Galloway, suspend further performance of Galloway's services. In such case, Galloway will promptly suspend its performance upon receiving said notice. During such period of suspension, Galloway shall care for and protect its services in progress for a period not to exceed 90 days, consecutively or in the aggregate. Client shall pay for any additional costs and fees incurred by Galloway as a result of the suspension of services. If Client chooses to withdraw a suspension as to all or part of suspended services, it must do so with written notice to Galloway, specifying the effective date of such withdrawal. If Galloway elects to proceed, Galloway may resume performance of the services for which the suspension was withdrawn within a reasonable amount of time of such notice of withdrawal.
3. Appropriate adjustments shall be made to Galloway's compensation and to any scheduling or deliverable dates justified by the suspension or withdrawal of suspension, and this Agreement shall be modified in writing accordingly.

K. Client Responsibilities:

1. Client shall cooperate with Galloway, in good faith, as necessary to allow Galloway to perform the services defined in this Agreement.
2. Client shall provide Galloway with information and criteria of Client's requirements for the Project.
3. Client shall provide access to the project site as necessary for Galloway's performance of the Scope of Services.
4. Client shall examine and respond promptly to Galloway's submissions to Client.
5. Client shall consult with Galloway on a regular basis concerning the timeliness, cost and adequacy of services as the services progress, and promptly furnish to Galloway written notice of any noncompliance with the terms of this Agreement.

L. Termination: This Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, all fees due Galloway will be paid for services performed to the termination notice date plus reasonable termination expenses. Galloway reserves the right to retain project related documents (electronic files and hard copies) upon contract termination until all payments for services performed to date of termination are received by Galloway.

M. Governing Law: All questions as to the interpretation or enforceability of this Agreement shall be interpreted in accordance with the laws of the State of Colorado. In the event of any litigation involving this Agreement or the performance by the parties thereto, such actions shall be brought in a court of competent jurisdiction in the State of Colorado.

All legal causes of action between the parties of this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. In no event shall any statute of repose or limitation begin to run any later than the date Galloway's services are completed or terminated.

N. Miscellaneous:

1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Scope of Services, and supersedes all prior negotiations, representations or agreements relating thereto, written or oral. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing and executed by Galloway and Client.
2. Severability and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to

enforce against the other party any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

3. Assignment. Client shall not assign this Agreement or any part hereof without the prior written consent of Galloway, nor shall Client assign any moneys due or to become due to it hereunder without the written consent of Galloway. Any such assignment or subcontract shall be null and void.
4. Force Majeure. Except for the payment of money for services already completed, each party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, including without limitation, strikes, lockouts, or other industrial disturbances, civil disturbances, fires, acts of God, acts of a public enemy, compliance with any regulations, orders or requirements of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
5. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the following address:

City of Dacono

For Technical Issues:

Attention: Bobby Redd
Email: BRedd@CityofDacono.com
Address: 512 Cherry Ave
Dacono, CO 80514

For Contractual Issues:

Attention: Bobby Redd
Email: BRedd@CityofDacono.com
Address: 512 Cherry Ave
Dacono, CO 80514

Galloway & Company, Inc.

For Technical Issues:

Attention: Reade Roselles
Email: ReadeRoselles@GallowayUS.com
Address: 5265 Ronald Reagan Blvd.,
Suite 210
Johnstown, CO 80534

For Contractual Issues:

Attention: Frank Kohl
Email: FrankKohl@GallowayUS.com
Address: 5265 Ronald Reagan Blvd.,
Suite 210
Johnstown, CO 80534

Any such notices shall be either: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. Mail; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier; (iii) sent by personal delivery or (iv) sent by email with read/receipt required and shall be deemed delivered upon receipt to the sending party of the acknowledged read/receipt. The above addresses may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

6. Mediation. If any dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties agree then to submit the matter to mediation under the Construction Industry Mediation Rules of the American Arbitration Association before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission. Costs of mediation shall be shared equally by both parties.
7. No Third Party Beneficiaries. The enforcement of the terms and conditions of the Agreement and all rights of action relating to such enforcement shall be strictly reserved to Galloway and Client. There are no intended third party beneficiaries.
8. Counterparts. This Agreement may be signed in counterparts and by electronic signature which when taken together shall constitute one document.

EXHIBIT A-1

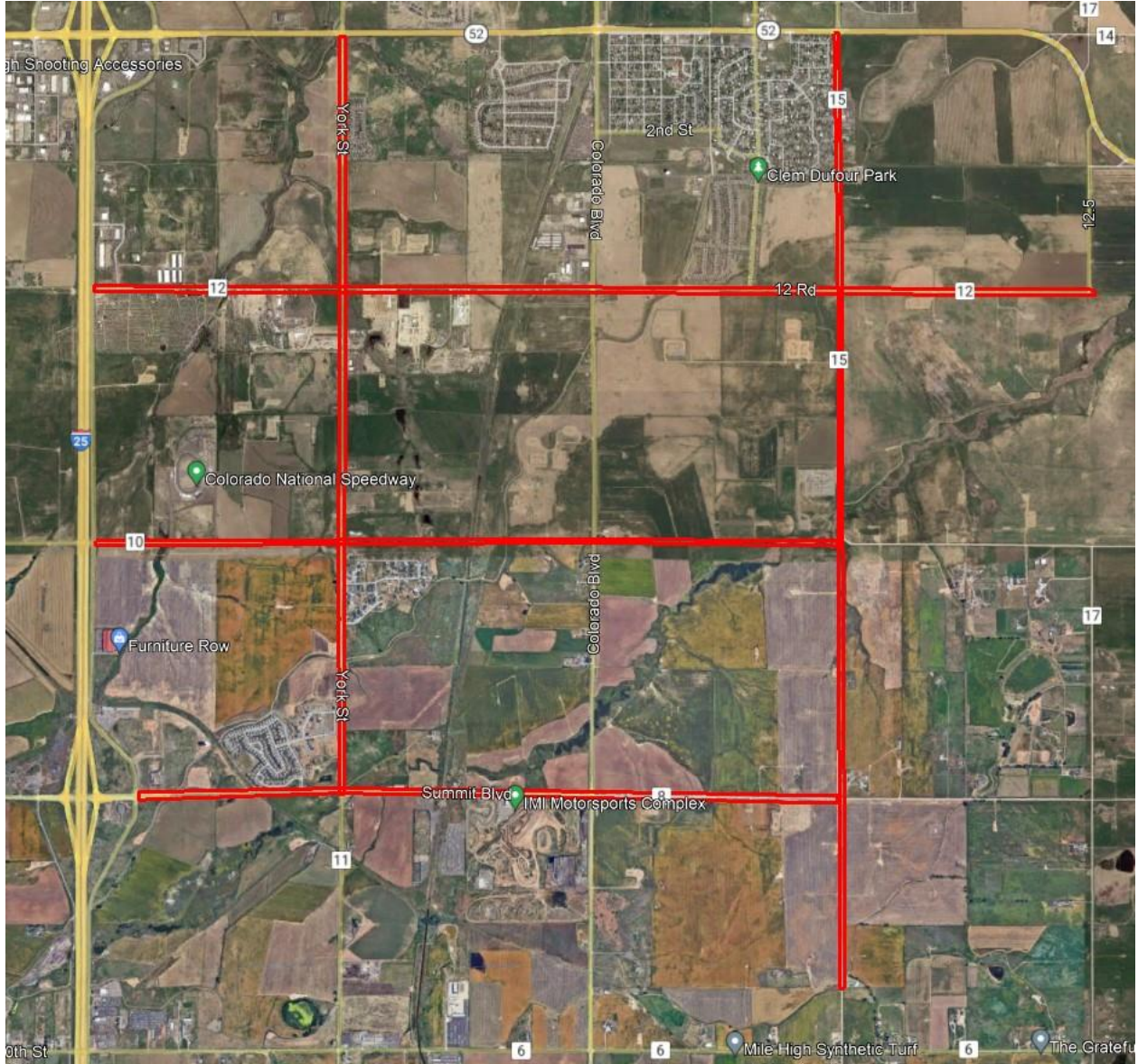


EXHIBIT B

2022 SCHEDULE OF RATES

CATEGORY	HOURLY RATE
Management	\$160 - \$200
President	
Principal	
Sr. Project Manager	
Team Manager	
 Surveying	
Survey Project Manager	\$135 - \$190
Project Surveyor	\$115 - \$150
Survey Party Chief – Office	\$120
Senior Survey Party Chief – Office (PLS)	\$152
Instrument Operator – Office	\$85
1-Person Field Crew	\$140†
2-Person Field Crew	\$210†
1-Person PLS Crew	\$170†
2-Person PLS Crew	\$235†
1-Person Construction Staking Crew	\$150†*
2-Person Construction Staking Crew	\$225†*
2-Person PLS Construction Staking Crew	\$250†*
1-Person, 1 UTV	\$185†
2-Person, 2 Rover	\$240†
2-Person, 2 Rover & UTV	\$290†
1-Person Utility Locating Services	\$125†
1-Person High Definition Scanning	\$210†
2-Person High Definition Scanning	\$325†
3-Person Field Crew – Instrument Operator	\$0
3-Person Field Crew – Party Chief, Survey	\$260†
3-Person Field Crew – Party Chief, Construction	\$275†*
 CADD	
Survey Technician (Survey-Based CADD Calculations)	\$100 - \$130
CADD Technician	\$90 - \$140
CADD Designer	\$120 - \$145

† This rate includes mileage for projects located within 30 miles of Galloway's local office.

* Galloway crew rates for construction staking are inclusive of materials and equipment used for the project.