

February 1, 2022

Merrick
5970 Greenwood Plaza Boulevard
Greenwood Village, CO 80111

Attn: Randy Kenyon

Subject: Proposal for Geotechnical Investigation
Fraser Sanitary Crossing
Fraser Avenue and Eastom Avenue
Fraser, Colorado
Proposal No. SU 22-0022

CTL | Thompson, Inc. presents this proposal for performing a geotechnical investigation for the proposed sanitary sewer crossing beneath U.S. Highway 40 and the Union Pacific Railroad near Fraser Avenue and Eastom Avenue, Fraser, Colorado.

The scope of our services is shown on Exhibit A. We estimate the total fee will be \$12,850, including the cost of the drill rig and excavator. A breakdown of the estimated fee is shown on Exhibit B. This fee assumes that the project site can be readily accessed by an ODEX drill rig and traditional excavation equipment. If difficult access conditions exist (snow, mud, etc.) an additional fee may apply.

CTL will request responsible utilities to locate off-site lines and public on-site lines when necessary for CTL work. Client shall be responsible for designating the location of all private utility lines and subterranean structures within the property lines of the Project. Client agrees to hold CTL harmless for damage to utilities or subterranean structures which are not correctly located by Client or the responsible utility. We will make reasonable efforts to keep ground disturbance low; however, the Client must be aware that some ground disturbance will occur.

We appreciate the opportunity to submit this proposal. If acceptable, please sign one copy of the Service Agreement and return it for our files, or authorize us to proceed under the terms of the Agreement. We look forward to working with you. If you have any questions, please call 970-453-2047.

Very truly yours,

CTL | THOMPSON, INC.



George W. Benecke III, P.E.
Division Manager, Summit County
gbenecke@ctlthompson.com

BSN:GWB

cc. randy.kenyon@merrick.com

Attachments: Service Agreement
Exhibit A
Exhibit B

Service Agreement



Parties	This Agreement is made on FEBRUARY 1, 2022 between MERRICK, 5970 GREENWOOD PLAZA BOULEVARD, GREENWOOD VILLAGE, CO 80111, referred to herein as "Client" and CTL Thompson, Inc., 1790 Airport Rd, Unit 2, Breckenridge, CO 80424, referred to herein as "CTL."
Project	By joining in the Agreement, Client retains CTL to provide consulting services in connection with the FRASER SANITARY CROSSING, FRASER AVENUE AND EASTOM AVENUE, FRASER, COLORADO, referred to herein as "Project." Client's relationship to the Project is that of "ENGINEER".
Scope	Details of the scope of CTL's services are found in Exhibit A, which is part of this Agreement.
Fee	<p>CTL agrees to provide services covered by this Agreement on a Unit Rate basis. Our fee estimate is shown on Exhibit B. Post-report consultation will be invoiced on a time and materials basis, as set forth in CTL's current Fee Schedule.</p> <p>This quotation shall remain available provided that CTL receives Client's authorization to proceed within 30 days of the date of this Agreement.</p> <p>If Project requirements indicate that the scope of services covered by this Agreement should be revised, a contract modification or written addendum to this Agreement shall be entered into to cover the revised scope and fee.</p>
Invoices	CTL may submit interim invoices to Client and will submit a final invoice upon completion of its services. Invoices will detail charges for different personnel and expense classifications, a lump sum fee, or a percentage of completion, as appropriate. A more detailed itemization of charges and back-up data will be provided at Client's request. Payment is due upon presentation of each invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one-and-one half percent (1 1/2 %) per month on past due accounts, plus attorney fees and costs associated with collection.
Right-of-Entry	Client shall arrange for and provide CTL with safe access to the Project property, including access for necessary equipment, to allow CTL to complete its services. While onsite, CTL will take reasonable precautions to minimize damage to the Project property, but Client agrees that in the normal course of work some damage may occur, the correction of which shall not be CTL's responsibility.
Utilities	Client shall be responsible for designating the location of all private utility lines and subterranean structures within the property lines of the Project. CTL will request responsible utilities to locate off-site lines and public on-site lines when necessary for CTL's services. Client agrees to defend, indemnify and hold CTL harmless for damage to utilities or subterranean structures that are not correctly located by Client or the responsible utility.
Samples	CTL will retain soil and rock samples for thirty (30) days after submitting the report on those samples. Construction materials samples collected and tested, if any, will be disposed of after testing. Further storage or transfer of samples can be arranged at Client's expense, upon written request.
Ownership of Documents	<p>CTL retains ownership and copyrights of all work product, reports, field data, field notes, laboratory test data, calculations, estimates, design plans, and other documents CTL prepares in connection with this Agreement. Client is licensed to use these Instruments of Service solely for the purpose they were prepared in furtherance of this Agreement. Client shall not reproduce, use or alter CTL's Instruments of Service for other projects, or for making future modifications to the Project, without CTL's prior written consent. If CTL terminates this Agreement for non-payment, Client shall not be entitled to use CTL's Instruments of Service for any reason.</p> <p>CTL shall retain delivered Instruments of Service in electronic form for five (5) years following completion of its</p>

services, during which period the Instruments of Service shall be made available to Client during regular business hours.

Job Site

Client shall require the construction contractors and subcontractors to assume sole and complete responsibility for job site conditions at the Project, including the safety of persons and property, and for construction means, methods, techniques and sequences. Accordingly, Client shall defend, indemnify and hold CTL harmless from all claims for personal injury or property damage sustained due to the negligence of any contractor, subcontractor, or other person not under the control of CTL i) in safeguarding the worksite, ii) for using unacceptable materials in construction, iii) in constructing the Project, and iv) for claims arising under workers' compensation laws.

Standard of Care

CTL shall perform its services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. CTL makes no express or implied warranty in connection with the performance of its services.

Client acknowledges that subsurface conditions may vary from those CTL encounters at the location where CTL performs borings, test pits, surveys, or explorations (if any) and that CTL's data, interpretations and recommendations are based solely on the information available to it. Client also acknowledges that the performance of soils depends on variables beyond the control of CTL and therefore, CTL cannot and does not guarantee the performance of soils at the Project property. CTL will be responsible for its data, interpretations and recommendations as indicated above, but shall not be responsible for the interpretation or implementation by others of the information developed.

Limitations on Claims

Any claim or cause of action between Client and CTL including, but not limited to, claims for contribution and indemnity, shall be deemed to have accrued and the applicable statutes of limitation and repose shall commence to run no later than the date of substantial completion of CTL's services under this Agreement. Substantial completion shall be deemed to occur no later than the date CTL issues its final invoice under this Agreement.

In the event of a claim, Client agrees that as its sole and exclusive remedy, any claim, demand or suit shall be brought against CTL as a corporation only, and not against any of CTL's individual employees, engineers, agents, officers, directors or shareholders.

The services CTL provides pursuant to this Agreement are solely for the benefit of Client. Neither CTL nor Client intends to confer a benefit on any other person or entity. To the extent any other person or entity benefits from the services CTL provides, such benefit is purely incidental and such person or entity shall not be deemed a third party beneficiary of this Agreement.

Client and CTL waive claims against each other for consequential, incidental, indirect, special, exemplary or punitive damages arising out of the services CTL performs pursuant to this Agreement. This mutual waiver includes, but is not limited to, claims for loss of use, product, rent, income, profit, financing, business, and reputation, for delay damages of any kind, for lost management and labor productivity, lost opportunity to complete other projects, and for increased construction and financing costs. This waiver extends, without limitation, to all consequential damages due to either party's termination under this Agreement.

Limitation of Liability

Client agrees CTL's total aggregate liability to Client and others for all injuries, claims, losses, damages, and expenses (including costs, expert fees, attorney fees, and interest) arising out of CTL's services for the Project shall be limited to the greater of \$50,000 or CTL's fee for the services rendered pursuant to this Agreement. This limitation shall apply regardless of the nature of the claim made or the theory of liability pursued, including but not limited to, negligence, strict liability, breach of contract, breach of warranty, contribution, and indemnity. CTL will have no liability to Client or others for damages resulting from the failure of Client or others to follow CTL's recommendations.

Value Engineering If Client directs CTL or others to revise the Construction Documents to include value engineering, value reduction, or substitution proposals (VE Proposals) made by others, and CTL does not recommend acceptance of the VE Proposals, then Client shall release, indemnify, and defend CTL from and against all claims, damages, losses, liabilities, costs and attorney fees arising from the inclusion of the VE Proposals into the Project.

Insurance CTL represents that it, its employees, and the consultants it retains are protected by worker's compensation insurance, and that CTL has such coverage under commercial general liability, property damage, and professional liability insurance policies as CTL deems to be adequate. CTL will provide Certificates for these insurance policies to Client upon written request. CTL shall in no event be responsible for any loss or damage beyond the amounts, available limits, and conditions of these insurance policies.

Termination Either party may terminate this Agreement for cause upon seven (7) days written notice if the other party substantially fails to perform its obligations hereunder. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Client shall pay CTL for services performed to the termination notice date, plus reasonable termination expenses.

Hazardous Materials Client represents that Client has made a reasonable effort to evaluate whether hazardous materials are on or near the Project property and has informed CTL of any information or findings relative to the possible presence of hazardous materials. Should unanticipated hazardous materials be discovered in the course of CTL's performance of its services, such discovery shall constitute a changed condition mandating a renegotiation of the scope of services, or termination of services. Should the discovery of unanticipated hazardous materials require CTL to take immediate measures to protect health and safety, Client agrees to pay CTL for costs incidental to taking such measures and for necessary decontamination or replacement of affected equipment. CTL agrees to notify Client promptly when it encounters unanticipated or suspected hazardous materials. Client agrees to make any disclosure required by law to appropriate government agencies. Furthermore, Client agrees to defend, indemnify, and hold CTL harmless from all liability arising from discovery by anyone of hazardous materials or suspected hazardous materials.

Humidity, Moisture Vapor & Mold Unless specifically stated, services intended to control humidity, moisture vapor, and mold are expressly excluded from this Agreement. Client acknowledges that the growth of mold, some of which may be harmful to human health, can be caused or exacerbated by conditions which occur inside or outside habitable structures. If Client desires services intended to reduce humidity, moisture vapor and mold, CTL can provide such services for an additional fee. If such services are not expressly undertaken by CTL, Client agrees to indemnify, defend and hold CTL harmless from all claims alleging that CTL caused, contributed to, or failed to prevent injury and damage related to the presence of humidity, moisture vapor or mold.

Work by Others In performing services under this Agreement, CTL shall be entitled to rely upon the accuracy and completeness of information, reports, recommendations, and design services provided by Client, contractors, or other consultants, and CTL shall have no liability for claims or damages resulting from errors and omissions in the same.

Applicable Law The law of the State of Colorado shall govern the validity of this Agreement, and its interpretation, enforcement, and performance. Should any provision of this agreement be found to be unenforceable, the remainder of this Agreement shall nonetheless remain valid and binding.

Service Agreement



Entire Agreement

This Agreement shall be the entire agreement between Client and CTL and shall supersede any other agreement relating to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. Notwithstanding any other provision in this Agreement, if Client authorizes CTL to proceed with its services or if CTL begins performance of its services, this Agreement shall become an enforceable agreement between the parties regardless of whether either party has signed this Agreement.

Authorization CTL

Client

A handwritten signature in blue ink, appearing to read "G. Benecke III", is written over a horizontal line.

By George W. Benecke III, P.E.

Title Division Manager, Summit County

Date February 1, 2022

By _____

Title _____

Date _____

Exhibit A

Scope of Services



GEOTECHNICAL INVESTIGATION

1. Observe 2 to 4 test pits in the area of the proposed construction. The pits will be excavated to depths of 8 to 12 feet, or practical refusal.
2. Observe 1 to 2 borings in the area of the proposed construction. The borings will be drilled to depths of 10 to 15 feet, or practical refusal.
3. Obtain samples from the pits and borings to evaluate the engineering characteristics of the various soils encountered.
4. Perform laboratory testing on typical samples to determine classification and other pertinent properties, as deemed necessary by CTL.
5. Summarize the results of the field and laboratory investigations and analysis in an engineering report which will include the following data and recommendations:
 - a. A site plan showing the locations of the pits and borings;
 - b. Descriptions of existing site conditions and the proposed construction;
 - c. Discussion of potential geologic hazards;
 - d. Graphic logs of the soils found in the pits and borings;
 - e. Laboratory test results in graphic or tabular form;
 - f. Discussion of excavations on the site;
 - g. Discussion of groundwater conditions;
 - h. Recommendations for surface drainage; and
 - i. Discussion of maximum rock size observed and other factors that could influence horizontal boring.

In an effort to reduce paper use, we will submit our reports in electronic form (pdf). We can provide hard copies upon request.

Exhibit B Fee Estimate

GEOTECHNICAL INVESTIGATION
FRASER SANITARY CROSSING
FRASER, CO

1. **Subsurface Investigation**

ODEX Drill Estimate	\$4,200/day x	1.0 day	+15% =	\$4,830.00
Excavator	\$165/hr x	8.0 hrs	=	\$1,320.00
Staff Geologist	\$110/hr x	4.0 hrs	=	\$440.00
Logger	\$70/hr x	24.0 hrs	=	\$1,680.00
Subtotal =				\$8,270.00

2. **Laboratory Testing**

Moisture/Density	\$20/test x	15 test(s)	=	\$300.00
Swell Consolidation	\$65/test x	5 test(s)	=	\$325.00
Atterberg Limits	\$85/test x	7 test(s)	=	\$595.00
Full Gradation	\$105/test x	3 test(s)	=	\$315.00
Gradation, #200 sieve only	\$45/test x	7 test(s)	=	\$315.00
Water Soluble Sulfates	\$55/test x	2 test(s)	=	\$110.00
Subtotal =				\$1,960.00

3. **Engineering Analysis/Report Preparation**

Drafter	\$75/hr x	10 hours	=	\$750.00
Staff Engineer	\$110/hr x	8 hours	=	\$880.00
Associate Engineer	\$170/hr x	5 hours	=	\$850.00
Clerical	\$70/hr x	2 hours	=	\$140.00
Subtotal =				\$2,620.00

Total Estimate = \$12,850.00

- This fee assumes that the project site can be readily accessed by excavation equipment. If difficult access conditions exist (snow, mud, etc.) an additional fee may apply.
- Our invoiced fee will be based on actual hours worked and lab testing completed.