





Traffic Signs
Blind Corner Proceed With Caution
Caution Drive Slowly
Dangerous Curve Ahead
No Shoulder
Pavement Ends
Shoulder Drop Off
Slow Blind Curve Ahead
Slow Down (bike warning)
Slow Down (your wording)
Slow Down Kids and Pets at Play Your Neighborhood
Slow Down Sharp Curve Ahead
Slow Road Curves Ahead Caution
Slow Steep Hill Ahead
Road Ends

Road Work (portable)
Road Work Ahead
Slow Road Under Repair
Construction Ahead
Slow Work Zone Ahead

Parking
No Parking Any Time
No Parking
No Parking (your wording)

Hunting
Dead End No Hunting No Access To Public Land
No Hunting - logo

Fireworks
No Fireworks
No Firecracker

Misc
No ATVS

**T-O ENGINEERS, INC.
AGREEMENT FOR PROFESSIONAL SERVICES**

T-O Engineers, Inc. Project Number: 190488

Date:9/24/2019

THIS AGREEMENT is between **Interlaken Town**, hereinafter referred to as "**Client**" and **T-O Engineers, Inc.**, an Idaho Corporation, hereinafter referred to as "**Consultant**". The Client and Consultant in consideration of their mutual covenants herein contract and agree as follows:

The Client intends to provide miscellaneous On-Call Engineering Services, hereinafter referred to as the "Project".

A) CLIENT INFORMATION AND RESPONSIBILITIES

1. The Client shall timely provide to Consultant a complete description of the Project including: Client's requirements for the Project, objectives and constraints, capacity and performance requirements, flexibility and expandability needs, any budgetary limitations, and all design and construction criteria which Client requires be incorporated into the Project.

2. Client shall timely provide to Consultant all associated or applicable project information including: data and documents prepared by others, soil and subsurface explorations, hydrologic information, laboratory tests, inspection reports, environmental assessments, title reports, records of survey, warranty deeds, and land use restrictions, all of which Consultant may use and rely upon, without liability, in performing services under this Agreement.

3. The Client shall timely obtain permission for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

B) SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide the following generally described services under this Agreement:

Refer to attached Exhibit B for Scope of Work

C) BASIS OF FEE AND BILLING SCHEDULE

The Client shall timely pay Consultant for services set forth and provided under this Agreement. Client shall timely pay Consultant for additional services authorized by written amendment to this Agreement.

1. Hourly Rates

Compensation shall be timely made for all hourly charges and direct expenses during the performance of work described herein. Hourly charges are the product of actual time expended on the Project multiplied by the hourly billing rate for that employee classification as shown on the Fee Schedule, attached as Exhibit A. Direct expenses are the sum of all expenditures attributable to the Project that are not labor charges, including subconsultant fees. Hourly and direct expense rates are subject to annual review and revision by Consultant.

TERMS AND CONDITIONS

1) GENERAL

a. Consultant shall provide professional services for the Client on the Project described in this Agreement. These services shall be performed in accordance with generally accepted professional practices and standards of care and skill ordinarily used in Consultant's profession under similar circumstances. Consultant makes no warranty, either expressed or implied, as to performance of professional services.

b. Consultant shall not be responsible for acts or omissions of any other party involved in the Project.

c. Consultant has not been retained to supervise, direct or have control over the work of any construction contractor or their subcontractor or supplier, hereinafter referred to collectively as "Contractor". Consultant does not have authority over, or responsibility for: Contractor's means, methods, techniques, sequences or procedures

of construction, safety precautions and programs incident to the work of Contractor, or for any failure of Contractor to comply with applicable laws and regulations.

d. Consultant can neither guarantee the performance of any Contractor nor assume responsibility for Contractor's failure to furnish and perform work in accordance with any construction contract documents or recommendations issued by Consultant.

e. The Client understands and agrees that subsurface and soils characteristics may vary greatly between successive test points and sample intervals. Consultant makes no warranties, expressed or implied, as to the services or data furnished by professionals providing soils testing or geotechnical advice.

2) OPINIONS OF COST

a. Consultant may be asked to provide opinions of probable construction or Project costs as part of the professional services under this Agreement. The Client understands and agrees that: Consultant has no control over the cost of labor or materials furnished by others or market conditions, Consultant's opinions of probable cost are based on Consultant's experience and judgment, Consultant does not guarantee or warrant that bids or estimates prepared by Contractors will not deviate from opinions of probable cost provided by Consultant, and Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

3) REUSE AND OWNERSHIP OF DOCUMENTS

a. All work product including documents prepared by the Consultant under this Agreement are proprietary instruments of the Consultant's professional service and shall remain the sole property of the Consultant and no work product shall be used or reused by the Client other than for the construction, operation and maintenance of the Project, without specific prior written permission of Consultant.

b. Client agrees that: authorized use of Consultant's work product on the Project is subject to full payment for Consultant's services related to preparation of the product, work product is not suitable for use on the Project unless completed by the Consultant for the specific purpose intended, and any other use of Consultant's work product by Client will be at Client's sole risk without liability of Consultant.

c. The Client shall timely pay, assume, defend, indemnify and hold Consultant harmless from any claims, damages, losses and expenses, including attorney's fees, arising from unauthorized reuse of all work product prepared by Consultant.

4) GOVERNING LAW AND JURISDICTION

a. The Parties also understand and agree that this Agreement shall be construed under the laws of the State of Utah without regard to principles of conflicts of laws. The Parties hereby submit to the exclusive jurisdiction and venue of any court of competent jurisdiction sitting in Wasatch County, Utah, over any action or proceeding arising out of or relating to this Agreement.

5) SUCCESSORS AND ASSIGNS

a. Client and Consultant are hereby bound, and their partners, successors, executors, administrators and legal representatives are likewise bound, to the other party to this Agreement, in respect of all covenants, agreements and obligations of this Agreement.

b. Neither Client nor Consultant may assign or transfer any rights, duties or responsibilities under this Agreement without prior written consent of the other party.

c. Nothing under this Agreement shall be construed to provide any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6) TIMES OF PAYMENTS

a. Consultant shall submit monthly invoices for services rendered and for direct expenses incurred. Client shall timely make monthly payments. Invoices are due and payable within thirty (30) days of the date of the invoice.

b. All account balances not paid in full within thirty (30) days of the date when first invoiced are overdue and subject to interest at the rate of twelve (12) percent (%) per annum compounded monthly from the date when first invoiced until paid in full. Any payments received shall be credited first to accrued interest and then to principal.

c. All fees and costs incurred by Consultant to collect overdue account balances shall be added to the account balance.

7) SUSPENSION OR TERMINATION

a. Consultant may, at its sole discretion, after giving seven (7) days written notice to Client, suspend or terminate service if undisputed charges are not paid within forty-five (45) days of receipt of Consultant's invoice and Client hereby waives any claim against Consultant, and shall timely pay, assume, defend, indemnify, and hold Consultant harmless from and against any claims arising from Consultant's suspension or termination of services due to Client's failure to make timely payment.

b. Any charges in dispute shall be called to Consultant's attention, in writing, within ten (10) days of receipt of Consultant's invoice, and Client and Consultant shall work together in good faith to resolve any such disputes. If Client and Consultant are unable to resolve said disputes within twenty (20) days, Consultant may suspend or terminate service.

c. The obligation to perform under this Agreement may be terminated by either party upon thirty (30) days written notice. Such termination shall be based upon substantial lack of performance by the other party under the Terms and Conditions of this Agreement.

d. Consultant may terminate services under this agreement upon seven (7) days written notice if Client requires or demands that Consultant perform services in conflict with Consultant's professional responsibilities and Client hereby waives any and all claims against Consultant for such termination.

e. If this Agreement is terminated by either party, Consultant shall be timely paid for services rendered and for direct expenses incurred to the date of such termination plus close-out or suspension costs including but not limited to document management, rescheduling or re-assignment of personnel, and documentation as to status of work tasks.

8) IMMUNITY, INDEMNIFICATION AND REMEDY

a. Town, as a governmental entity, falls under the protections of the Utah Governmental Immunity Act. When the Service Provider is providing services to Client under this Agreement in the capacity of Town Engineer, it is the express intent of the parties that the Service Provider, as Client's representative, will also be entitled to the protections of the Utah Governmental Immunity Act to the maximum permitted by law regarding claims by third parties. Also, each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, expenses, and attorney fees for any injury or damage of any kind arising solely out of its own negligent acts and/or the errors or omissions of its officers, agents, contractors, or employees in the performance of this Agreement. The indemnification and liability provisions in this paragraph shall survive the expiration or termination of this Agreement.

b. Client and Consultant hereby contract and agree that any and all demands, mediation, arbitration, or lawsuits brought to enforce this Service Agreement shall be brought only against the parties hereto and shall not be brought individually against any shareholders, members, employees, directors, officers, partners, or agents of either of the parties to this Service Agreement. Client and Consultant further contract and agree that no rights, claims, or benefits shall arise or accrue to any party or entity not an express party to this Service Agreement, without the express written consent of both of the parties hereto.

9) HAZARDOUS ENVIRONMENTAL CONDITIONS OR MATERIALS

a. Consultant's services exclude any services related to hazardous materials or a hazardous environmental condition, including hazardous materials as defined by federal, state and local law. Discovery of hazardous materials after the date of execution of this Agreement mandates renegotiation of Consultant's scope of work or suspension or termination of services.

b. The Client hereby waives any claim against Consultant, and shall timely pay, assume, defend, indemnify, and hold Consultant harmless from any claim or liability for injury, loss, damages or expenses arising from hazardous materials.

10) DISPUTE RESOLUTION

a. All claims or disputes arising out of this Agreement shall first be addressed through non-binding mediation and no litigation or arbitration shall occur unless said mediation is unsuccessful in resolving any such claims or disputes.

11) RECOVERY OF DISPUTE RESOLUTION COSTS

a. In the event that legal action is brought by either party against the other, the prevailing party shall be timely reimbursed by the other party for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses, as well as the value of time spent by the prevailing party and its employees in defense of the legal action, including researching the issues in question, discussing matters with attorneys and others, preparing for depositions and hearings, responding to interrogatories and requests for production of documents, and so on.

b. The value of time spent and the expenses incurred shall, on Consultant's part, be computed based upon Consultant's prevailing fee schedule and expense reimbursement policy.

12) EXTENT OF AGREEMENT AND AMENDMENTS

a. This Agreement, including any attachments and the Terms and Conditions, represents the entire agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

b. Client may furnish to Consultant a signed copy of this Agreement by scanned or facsimile media and Consultant may rely upon the authority of such media.

c. A signed Agreement constitutes a notice to proceed in the absence of any written directive otherwise from Client.

d. This Agreement may be amended only by written instrument duly executed by both Client and Consultant. For purposes of signatures on any amendments, Client and Consultant agree that e-mail directives, or scanned or faxed signatures are acceptable and that each party may rely upon the authority of such communications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT: Interlaken Town
ADDRESS: PO Box 1256
Midway, UT 84049

T-O Engineers, Inc.
2211 W 3000 S, STE B
Heber City, UT 84032

BY: Greg Harrigan

BY: G. Ryan Taylor, PE

TITLE: Mayor

TITLE: Project Manager

SIGNATURE: _____

SIGNATURE:  _____

DATE: _____

DATE: 11-4-19 _____

EXHIBIT "A"
FUNCTIONAL FEE SCHEDULE
PROFESSIONAL SERVICES
Effective February 1, 2019

I. PERSONNEL	
Principal /Project Manager	\$190.00 - \$230.00 /hour
Project Manager	\$140.00 - \$200.00 /hour
Project Engineer	\$110.00 - \$150.00 /hour
Environmental Specialist	\$105.00 - \$165.00 /hour
Construction Manager	\$90.00 - \$150.00 /hour
Staff Engineer	\$90.00 - \$115.00 /hour
GIS Specialist	\$80.00 - \$130.00 /hour
Inspector/Technician	\$70.00 - \$115.00 /hour
Information Technology	\$70.00 - \$115.00 /hour
Administrative	\$50.00 - \$120.00 /hour
II. LANDSCAPE ARCHITECT	
Landscape Architect	\$100.00 - \$130.00 /hour
III. SURVEYING	
Survey Manager	\$150.00 - \$170.00 /hour
Staff Surveyor	\$100.00 - \$130.00 /hour
Survey Technician	\$80.00 - \$105.00 /hour
IV. SURVEY EQUIPMENT	
GPS or Robotic Survey Equipment	\$65.00 /hour
Conventional Survey Equipment	\$25.00 /hour
GIS Data Logger	\$15.00 /hour
UAV Flight Charge	\$75.00 /hour
Drill and Generator	\$80.00 /day
V. COMPUTER SOFTWARE	
Property Database Research	\$50.00 /hour
CADD and Other Technical Software	\$10.00 /flight
VI. REPRODUCTION	
In-House Reproduction	Hourly Labor Rates Apply
Outside Reproduction	Actual Cost + 10%
VII. MILEAGE	
Vehicle	0.55 - 0.65 /mile
ATV Vehicle	\$20.00 /hour
VIII OTHER DIRECT CHARGES	
Direct costs for material or services incurred for the project	Actual Cost + 10%

- Notes: 1. When employees perform work that requires overtime, the billing rate for that overtime work will be increased to 130% of the rate established above. Overtime shall be defined as any work required of an employee in excess of 40 hours per week.
2. This fee schedule is subject to periodic adjustment.

EXHIBIT B

INTERLAKEN TOWN ON CALL SERVICES SCOPE OF WORK

1) PROJECT UNDERSTANDING

T-O Engineers will serve as the Town's Engineer. Performing other engineering related functions as directed by the Mayor or his designee including:

2) GENERAL

- a) Maintain, at Town Hall and on electronic medium under the control of the Town, municipal engineering records and maps required to ensure accurate information is available to the Town and public.
- b) Make presentations to the public, Town Council, and Planning Commission.
- c) Be available to the public and private developers to handle matters dealing with the engineering functions and Town government.
- d) Act as Town liaison and representative with other communities and County, State, and Federal agencies in areas of responsibility.
- e) Advise the Town as to engineering and construction financing or grants available from other government agencies, and when so directed, prepare and initiate applications for such funding or grants.
- f) Complete on-site building inspection services by an ICC certified inspector.
- g) Work with other engineering firms as desired by the Town on specific projects.
- h) Other services as requested by the Mayor or designee.

3) ENGINEERING

- a) Review Town matters pertaining to engineering, as requested, to ensure that developers operating within the Town are done in a manner that protects the Town's interests, and are in keeping with Town goals, specifications, and practices as well as with local, State, and Federal laws.
- b) Assist in planning, coordinating, supervising, and evaluating programs, plans, services, equipment, and infrastructure as directed.
- c) Develop and recommend policies and procedures for the effective operation of the Town consistent with the Town's policies and relevant laws, rules, and regulations.
- d) Evaluate the Town's needs and formulate short and long-range plans to meet these needs in all areas of Public Works improvements, including streets, water, sewer, storm drainage, street lights, parks, and facilities.
- e) Assist in implementing all water and sewer resource functions.
- f) Manage the infrastructure of the Town through proactive planning, monitoring and operations, and maintenance management.
- g) Assist clerical staff in the management of both hard copy and electronic records relating to engineering. Provide public information regarding municipal engineering matters.
- h) Prepare reports, investigations, studies, and evaluations as, from time to time, may be required.

- i) Design and bid capital improvements projects in accordance with applicable design standards and laws.
- j) Review and evaluation of bid submittals. Provide construction observation and management during Town infrastructure. Assist with inspection, approval of payment, cost estimating, the filing of notices, and other related tasks.
- k) Coordinate activities with other departments and outside agencies to obtain various approvals and agreements such as environmental clearances, permits, land acquisitions, and right-of-way for assigned engineering projects.
- l) Under general direction from the Mayor or his designee, plan, organize, and administer a real property program for the acquisition and disposition of Town owned property as it relates to engineering projects.

4) DEVELOPMENT REVIEW FUNCTION

- a) Assist the Town to develop and refine application submittal and review processes.
- b) Review proposed improvements and land developments. Provide recommendations as to engineering matters to ensure conformance with applicable standards.
- c) Perform statutory functions of the Town Engineer pertinent to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final and vesting maps. Ensure map conformance with applicable standards.
- d) Provide written comments from development review to the developer in a timely manner.
- e) Establish performance, labor and material bond amounts when required and ensure the posting of such bonds with the proper time sequence of such development control.

5) PLANNING

Assist the Planning Commission and Council with the:

- a) Preparation and implementation of water, sewer, and stormwater components of the Comprehensive Plan update.
- b) Review and update of the General Plan and Development Code to align with the Town's objectives including a strategy for green space preservation, public recreation, and other necessary utilities.
- c) Update of the Annexation Plan.
- d) Update of the zoning and land use regulations.

6) MAPPING

- a) Update the Town's online GIS mapping to include all Town infrastructure and document as-built drawings.
- b) Provide mapping for all planning functions including zoning, and future annexation areas.
- c) Provide mapping for proposed master planning improvements including Roads, parks, trails, and utilities.
- d) Update maps and utility records in coordination with Public Works and Planning staff.
- e) Assist in inventory tracking of public infrastructure through the use of GIS.
- f) Develop an asset tracking and management plan.

All services will be billed at hourly rates shown in this contract. Hourly rates may be updated annually with the consent of the Mayor and Council. Monthly invoices will be prepared with sufficient detail for the Town staff to identify work on each development review and general Town business.

EXHIBIT "A"
FUNCTIONAL FEE SCHEDULE
PROFESSIONAL SERVICES
Effective February 1, 2019

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Subject: Buried meter on Bern way @ Howard Residence
Date: Sunday, November 3, 2019 at 5:35:17 PM Mountain Standard Time
From: Interlaken Water
To: Bart Smith, Greg Harrigan
Attachments: IMG_0014.jpg, ATT00001.txt, IMG_0016.jpg, ATT00002.txt, IMG_0017.jpg, ATT00003.txt, IMG_0019.jpg, ATT00004.txt, IMG_0022.jpg, ATT00005.txt, IMG_0023.jpg, ATT00006.txt, IMG_0025.jpg, ATT00007.txt, IMG_0027.jpg, ATT00008.txt

Hi Guys,

On Friday, November 1st, I spent 4 hours at the Howard residence on Bern Way digging, metal detecting, measuring, and re-installing a new meter lid and cement riser. From what I found it was clear the home owner or excavator broke the recently installed meter lid and intentionally buried it with large rocks to cover the meter and meter can. This made it very hard to locate. I would like to be compensated for my time and efforts, but feel the expense should be paid for by the home owner and not the town. In my opinion, the town should also issue a fine to the home owner. Please review the photos below and let me know how you guys feel about this issue.

Thank you for your consideration,

Brady Probst







