

# PRC Fund for Budget

Workshop 5:30 pm – 6:45

## DRAFT AGENDA

TOWN OF LYONS

**7:00 P.M., MONDAY, OCTOBER 3, 2016**

BOARD OF TRUSTEES MEETING

SHIRLEY F. JOHNSON COUNCIL CHAMBER

LYONS TOWN HALL, 432 5<sup>TH</sup> AVENUE, LYONS, COLORADO

- I. Roll Call And Pledge Of Allegiance
- II. Reflective Moment Of Silence
- III. Approve Agenda
- IV. Sgt. Bill Crist, Boulder County Sheriff's Office Report
- V. Staff Reports (15 Min)

V.1. Acquired Properties Boulder County

Documents:

[RESTRICTIONS ON TRANSFER OF HMGP AND CDBG DR BUYOUT PROPERTIES.PDF](#)

V.1.a. Boulder County's Management Of Flood-Buyout Properties

Documents:

[BLDR CNTYS MANAGEMENT LETTER OF FLOOD BUYOUT PROPERTIES.PDF](#)

V.2. Bohn Park Phasing Options

Documents:

[BOHN PARK PHASING OPTIONS SITE MAPS.PDF](#)

VI. Audience Business

Limited to 15 minutes - all comments limited to 4 minutes per person.

VI.1. Resolution 2016-84, A Resolution Supporting The St. Vrain Valley School District Bond Initiative

Documents:

[RESOLUTION 2016-84-SUPPORTING BALLOT ISSUE 3A.PDF](#)

VI.2. Lyons Lions Club Proclamation

VI.2.a. Lyons Lions Club Proclamation

Documents:

[LIONS CLUB PROCLAMATION.PDF](#)

VI.3. Lyons High School Football Presentation

VII. Boards And Commissions

VII.1. Ecology Board

SRCAP-2014

Documents:

[SRCAP\\_2014.PDF](#)

VII.1.a. 2017 Goals & Strategy & Funding

Documents:

[2017 GOALS, STRATEGY AND FUNDING.PDF](#)

VIII. Lyons Liquor Authority

VIII.1. Special Event Permit – LCF Gala

Documents:

[DOC181.PDF](#)

VIII.2. Special Event Permit - Boulder County Arts Alliance

Documents:

[DOC199.PDF](#)

IX. Consent Agenda

IX.1. October 2016 Accounts Payable

Accounts Payable report for 10/3/16 BoT packet

Documents:

[BOT PAYABLES 100316.XLSX](#)

IX.2. September 19, 2016 BOT Meeting Minutes

Documents:

[SEPTEMBER 19, 2016 BOT MEETING MINUTES.PDF](#)

IX.3. Resolution 2016-83, A Resolution Approving A Lease Agreement For The 1881 School Building, AKA Lyons Redstone Museum

Documents:

[RESOLUTION 2016-83 COVER LETTER.PDF](#)

IX.3.a. Resolution 2016-83

Documents:

[RESOLUTION 2016-83, A RESOLUTION APPROVING A LEASE AGREEMENT FOR THE 1881 SCHOOL BUILDING, AKA LYONS REDSTONE MUSEUM.PDF](#)

IX.3.b. Resolution 2016-83, Lease Agreement

Documents:

[RESOLUTION 2016-83, LEASE AGREEMENT.PDF](#)

IX.4. Resolution 2016-82, A Resolution Approving An Agreement For Animal Services Between The Town Of Lyons And The Longmont Humane Society, Inc. For 2017

Documents:

[RESOLUTION 2016-82- COVER SHEET.PDF](#)

IX.4.a. Resolution 2016-82

Documents:

[RESOLUTION 2016-82, A RESOLUTION APPROVING AN AGREEMENT FOR ANIMAL SERVICES BETWEEN THE TOWN OF LYONS AND THE LONGMONT HUMANE SOCIETY, INC..PDF](#)

IX.4.b. Resolution 2016-82 - 2017 Humane Society Contract

Documents:

[RESOLUTION 2016-82-CONTRACT.PDF](#)

IX.5. Resolution 2016-86-A Resolution Issuing A Notice Of Award And Notice To Proceed And Approving A Contract With FEI Engineers, To Provide Electrical Design Services At The Wastewater Treatment Plant For Flood Recovery Project

Documents:

[RESOLUTION 2016-86 COVER LETTER.PDF](#)

IX.5.a. Resolution 2016-86, A Resolution Issuing A Notice To Proceed And Approving A Contract With FEI Engineers, To Provide Electrical Design Services At The Wastewater Treatment Plant For Flood Recovery Project

Documents:

[RESOLUTION 2016-86-AWARDING WWTP ELECTRIC DESIGN.PDF](#)

IX.5.a.i. Resolution 2016-86 - Electric Design Service Agreement

Documents:

[RESOLUTION 2016-86-ELECTRIC DESIGN SERVICES CONTRACT.PDF](#)

IX.5.a.ii. Resolution 2016-86, Notice Of Award

Documents:

[RESOLUTION 2016-86-NOTICE OF AWARD-ELECTRICAL ENGINEERING AT WWTP.PDF](#)

IX.5.a.iii. Resolution 2016-86 - Notice To Proceed

Documents:

[RESOLUTION 2016-86-NTP-ELECTRICAL ENGINEERING.PDF](#)

IX.5.a.iv. Resolution 2016-86 - List Of Vendors

Documents:

[RESOLUTION 2016-86-ELECTRICAL ENGINEER VENDOR LIST.PDF](#)

IX.5.a.v. Resolution 2016-86 - Request For Quote

Documents:

[RESOLUTION 2016-86- RFQ ELECTRIC DESIGN SERVICES.PDF](#)

IX.5.a.vi. Resolution 2016-86 - FEI Proposal

Documents:

[RESOLUTION 2016-86-RFQ FEI.PDF](#)

IX.5.a.vii. Resolution 2016-86 - SynEnergy Proposal

Documents:

[RESOLUTION 2016-86-RFQ SYNENERGY.PDF](#)

## X. General Business

X.1. Resolution 2016-85 Cover Memo

Documents:

[CHANGE ORDER UPDATE 46-102.PDF](#)

X.1.a. 2016-85 Resolution-Krische Change Orders

Documents:

[RESOLUTION 2016-85.PDF](#)

X.1.b. Resolution 2016-85 Krische Change Orders

Documents:

[160926-JOHNSON PARK CHANGE ORDERS1.PDF](#)

X.2. Discussion/Direction To Staff - Land Purchase Agreement/Annexation Of Longmont

## Water Plant Property

### Documents:

[SITE MAP.PDF](#)

- XI. Items Removed From The Consent Agenda
- XII. Trustee Reports
- XIII. Summary Of Action Items
- XIV. Adjournment

“The Town of Lyons will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. Persons needing accommodations or special assistance should contact the Town at [hr@townoflyons.com](mailto:hr@townoflyons.com) as soon as possible, but no later than 72 hours before the scheduled event.”



## Board of County Commissioners

**To:** Town of Lyons  
**Date:** September 8, 2016  
**Re:** Restrictions on Transfer and Use of HMGP and CDBG-DR buyout properties

---

### Restrictions on Transfer of HMGP and CDBG-DR Buyout Properties

The County and the Town of Lyons have agreed that, for buyout properties purchased with Hazard Mitigation Grant Program (HMGP) and Community Development Block Grant – Disaster Recovery (CDBG-DR) funds in the Lyons Planning Area, the County will transfer ownership of such properties upon the request of the Town.

The HMGP and CDBG-DR programs impose restrictions upon the transfer of properties purchased with the grant funds of each. The consequences for violating the restrictions for use of the property are reimbursements of the grant funds used to acquire the properties at issue or court action to compel performance. These requirements are briefly summarized below.

#### *HMGP*

Under the HMGP program, FEMA requires a model deed restriction be imposed on each buyout property. The deed restriction requires that the county obtain written approval of the FEMA Regional Administrator, through the State, prior to any transfer. After transfer, the property will be subject to the restriction on the use of the property and to applicable FEMA regulations, rules, and requirements. The FEMA regulations that the deed restriction mirrors require that the proposed transferee sign a statement acknowledging and agreeing to be bound by the terms of the regulations. (*See* 44 C.F.R. 80.19(b)(1).) Either FEMA or the State may enforce the terms of the agreement against both the County and Lyons in the event of a violation of the deed restriction. The FEMA-approved deed restriction is attached.

#### *CDBG-DR*

Under the CDBG-DR program, transfers are not restricted by the use covenant required by program rules, but the County may wish to consult with the agency administering the CDBG-DR grant funding agreement prior to transfer to ensure the County remains in compliance with the grant agreement. The restrictions on the allowable uses of the property, however, will continue. A change in use of the property would likely require reimbursement from the County of the grant funds used for purchase. (*See* 78 Fed. Reg. 14,329 (March 5, 2013), which states: "Any property

Cindy Domenico County Commissioner    Deb Gardner County Commissioner    Elise Jones County Commissioner

acquired, accepted, or from which a structure will be removed pursuant to the project will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreation, or wetlands management practices.” *Also see* 24 C.F.R. §§ 570.208 & 570.205.) The approved covenant for CDBG-DR buyout properties is attached.

#### Restrictions on Use of HMGP and CDBG-DR Buyout Properties

In addition to the HMGP deed restriction and CDBG-DR use covenant (*see attached*), other regulations and rules restrict the post-buyout use of property. Please also note that as long as the properties remain in the unincorporated County, the Boulder County Land Use Code, including the Boulder County Floodplain Regulations, apply.

##### *HMGP*

In addition to the deed restriction, the use of properties purchased with HMGP funds is subject to 44 C.F.R. § 80.19, attached, which contains additional clarification on allowable uses and specifics on what allowable uses do not include. (*See, e.g.*, 44 C.F.R. 80.19(a)(1) & (2).)

##### *CDBG-DR*

78 Fed Reg 14329 (5 March 2013), attached, specifies additional restrictions on buyout properties (*see attached*). Properties purchased through a buyout program may not be redeveloped, except as specified in the use covenant. (See 78 Fed Reg 14345, Paragraph 31.b.).

## **HMGP SAMPLE MODEL DEED RESTRICTION**

In reference to the property described in Exhibit A to the attached Warranty Deed (“Property”) from [name] participating in the federally-assisted acquisition project (the “Grantors”), and the County of Boulder, (the “Grantee” or the “County”), its successors and assigns, the undersigned Parties agree as follows:

### Recitals

- A. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, (“The Stafford Act”), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;
- B. The mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;
- C. The State of Colorado has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement with FEMA which is incorporated herein by reference; making it a mitigation grant program grantee;
- D. The Property is located in Boulder County, and the County participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;
- E. The County, acting by and through the Boulder County Board of County Commissioners, has applied for and been awarded federal funds pursuant to an agreement with the State of Colorado dated August 13, 2015 (“State-Local Agreement”), and herein incorporated by reference, making it a mitigation grant program subgrantee;
- F. The terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

- 1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local

Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

- a. **Compatible uses.** The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.
- b. **Structures.** No new structures or improvements shall be erected on the Property other than:
  - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
  - ii. A public rest room; or
  - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

- c. **Disaster Assistance and Flood Insurance.** No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
- d. **Transfer.** The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.
  - i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
  - ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.



- 5 **Amendment.** This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.
6. **Severability.** Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

[Signature Page to Follow]

## **CDBG-DR RESTRICTIVE COVENANT**

**THIS RESTRICTIVE COVENANT RUNNING WITH LAND** is entered into by and between [Sellers] ("Sellers"), and the **County of Boulder**, a body corporate and politic ("County").

### **RECITALS**

Pursuant to that certain warranty deed dated \_\_\_\_\_, 2016, and recorded at Reception No. \_\_\_\_\_ of the real property records of Boulder County, Colorado (the "Deed"), the Sellers conveyed to the County that certain real property described on Exhibit A attached hereto and incorporated herein by reference (the "Property");

The County received assistance towards the purchase of the Property from a United States Department of Housing and Urban Development Community Development Block Grant for Disaster Recovery, which funds were allocated to the State of Colorado, which, in turn, granted funds to the County as part of a flood buyout program ("Buyout Program");

Conditions of the Buyout Program, pursuant to 78 Fed. Reg. 14,329 (March 5, 2013), require that real property purchased with Buyout Program proceeds must be used as open space, recreational, or wetland management purposes in perpetuity ("Program Requirements"); and

Sellers and County each desire to restrict the future use of the Property in accordance with the Program Requirements.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the recitals, promises, covenants, and undertakings described above and hereinafter set forth, Sellers and the County agree as follows:

1. The use of the Property shall be limited to uses that are compatible with the Program Requirements.

2. No new structures or improvements may be erected on the Property other than: (a) a public facility that is open on all sides and is functionally related to a designated open space or recreational use; (b) a public rest room; (c) flood control measures; or (d) a structure that the local floodplain manager approves in writing before the commencement of construction of the structure.

The restrictions contained herein shall run with and burden the Property, shall bind all future owners of the Property, and shall be enforceable by Sellers against the County and any successor in interest.

[Signature Page to Follow]





## Board of County Commissioners

### Boulder County's Management of Flood-Buyout Properties

Dear Interested Party:

As you may be aware, Boulder County is acquiring properties that were heavily damaged during the September 2013 Flood from landowners who voluntarily sell their damaged property. Funding comes from two federal emergency recovery programs: Federal Emergency Management Agency Hazard Mitigation Grant Program (HMGP) and Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR). Approximately 50 landowners are participating in the program. The acquisition process began in 2015 and will continue through 2017. Here is information about how the county is managing these properties:

#### Short-Term

Federal funding regulations require structures to be demolished and removed after acquisition. Boulder County will complete demolition, site and revegetation work at each property after it is acquired. Contact one of these agencies with management questions:

<i>Topic</i>	<i>Contact</i>
County acquisition of damaged properties	Boulder County Land Use Department Greg Jackson, 303-441-4837
Demolition, revegetation, general property management	Boulder County Transportation Department Elisha Bartlett, 720-564-2729
Trespassing, burglary, loitering, camping, request for increased patrols, etc.	Boulder County Sheriff's Department Emergencies: 911 Non-emergencies: 303-441-4444

#### Long-Term

Federal regulations also require these properties to remain undeveloped in the future. Those purchased with CDBG-DR funds can be sold to private parties subject to deed restriction. Properties acquired with HMGP funds cannot be sold to private parties, but can be leased for purposes compatible with open space uses.

Boulder County has not yet determined the long-term plans for specific properties, and all rumors to that effect are false. The county will be deciding what to do with these properties at future public meetings that are not yet scheduled and that are not anticipated to occur for many months. Some properties may become county open space, some in the Lyons Planning Area may be of interest to the Town of Lyons, some may be suitable for Transportation rights-of-way, and some may best be managed by a neighbor or a homeowners association.

Neighbors and interested parties will be notified if a property will become available for lease. If you are interested in a property, contact Michael Downey, 303-678-6265 or [mdowney@bouldercounty.org](mailto:mdowney@bouldercounty.org), and he will add you to a list for notification when the public meetings become scheduled.

Last updated August 4, 2016

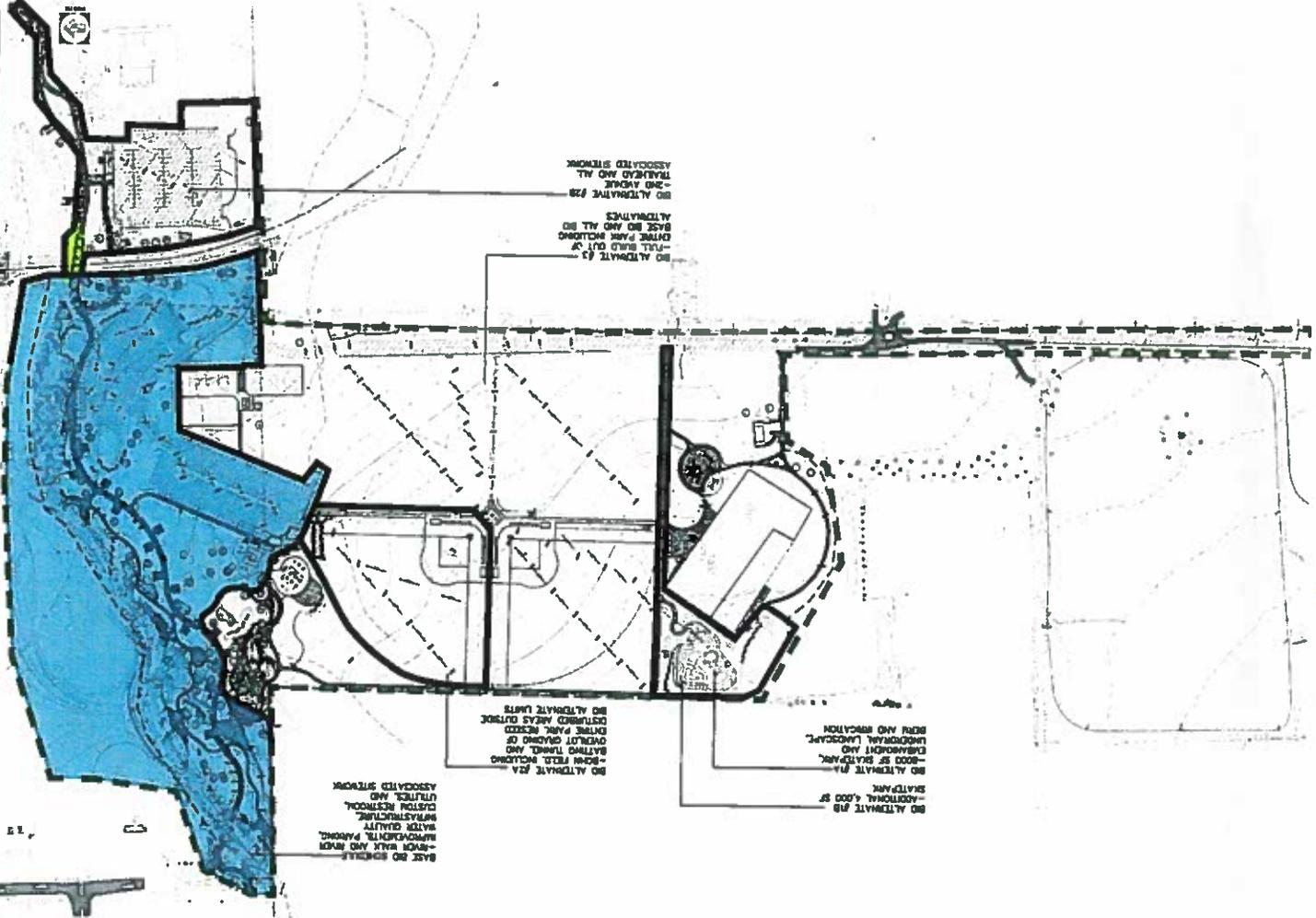
Cindy Domenico County Commissioner    Deb Gardner County Commissioner    Elise Jones County Commissioner

Boulder County Courthouse • 1325 Pearl Street • Boulder, Colorado 80302 • Tel: 303.441.3500 • Fax: 303.441.4525  
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • [www.bouldercounty.org](http://www.bouldercounty.org) • [commissioners@bouldercounty.org](mailto:commissioners@bouldercounty.org)

**GNM DESIGN**  
 10000 E. 1st Ave., Suite 100, Denver, CO 80231  
 (303) 751-1100  
 www.gnm-design.com

**BOHN PARK**  
 2016 FLOOD RECOVERY PROJECT  
 Lyons, Colorado

**G1.6**  
 SHEET 1 OF 22  
 1/2" = 100'  
 DATE: 08/12/16  
 DRAWN BY: JMM  
 CHECKED BY: JMM  
 DATE: 08/12/16  
 PROJECT NO: 16-001  
 SHEET NO: G1.6  
 PROJECT NAME: BOHN PARK  
 PROJECT LOCATION: LYONS, COLORADO  
 PROJECT DESCRIPTION: 2016 FLOOD RECOVERY PROJECT



BASE NO SCHEDULE  
 IMPROVEMENTS, PARKING,  
 MAINTENANCE,  
 UTILITY, AND  
 ASSOCIATED STORMWATER

NO ALTERNATE #2A  
 SOFT FILL, BOLLING  
 BATTERING TOWER, AND  
 OVERLIT GRASSY OF  
 DRIVE PARK, NEED  
 DISTURBED AREAS OUTSIDE  
 NO ALTERNATE LIMITS

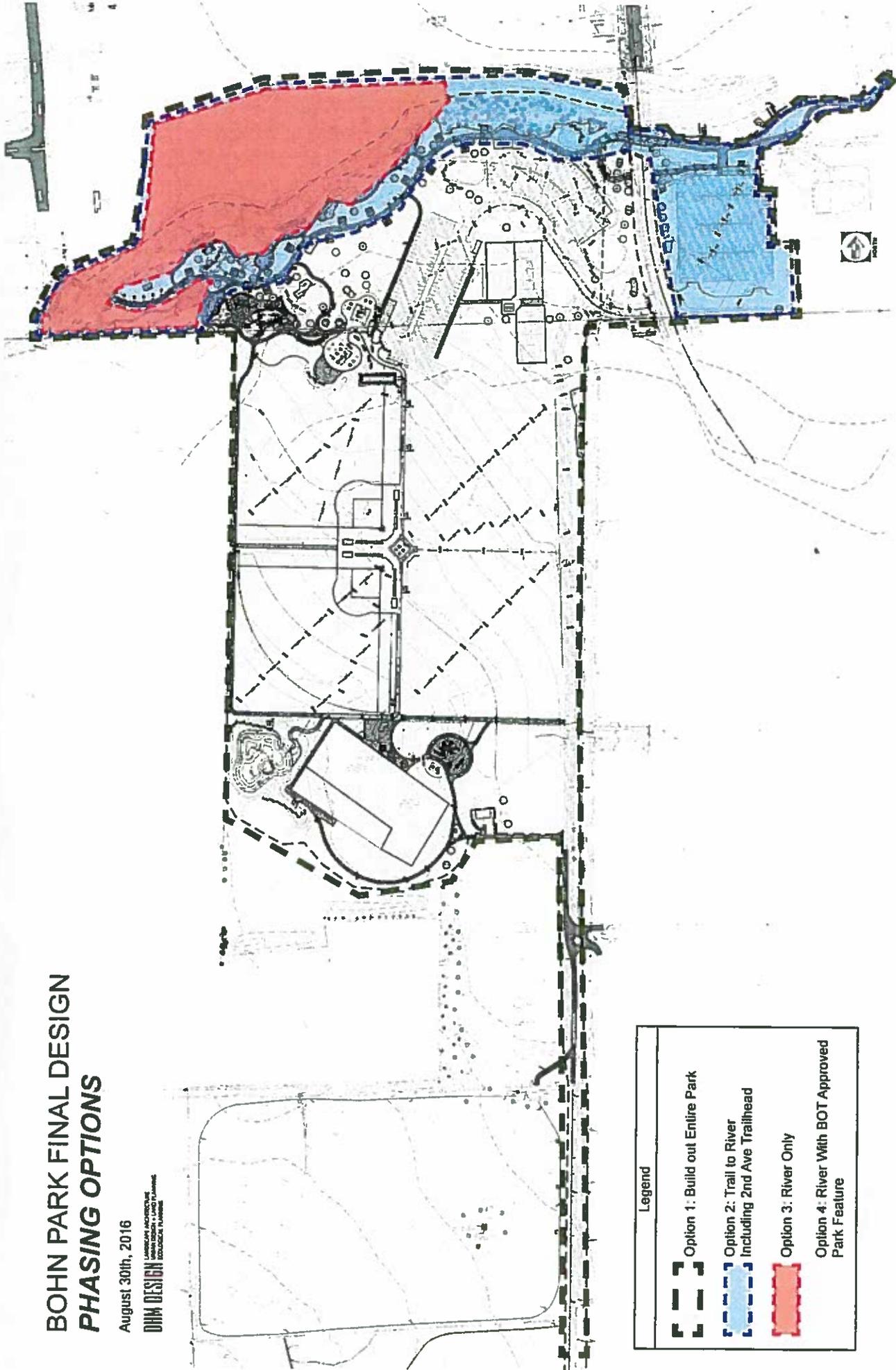
NO ALTERNATE #1A  
 -ADDITIONAL 4,000 SF  
 SKATIPARK  
 -500 SF SKATIPARK  
 -EMBARMENT AND  
 LANDSCAPE  
 ROW AND REVISION

NO ALTERNATE #3  
 -FULL BUILD OUT OF  
 EXISTING PARK INCLUDING  
 BASE NO AND ALL NO  
 ALTERNATIVES  
 -2ND AVENUE  
 ASSOCIATED STORMWATER

# BOHN PARK FINAL DESIGN PHASING OPTIONS

August 30th, 2016

**OHM DESIGN**  
LANDSCAPE ARCHITECTURE  
PLANNING & LANDSCAPE  
DESIGN



Legend

- Option 1: Build out Entire Park
- Option 2: Trail to River Including 2nd Ave Trailhead
- Option 3: River Only
- Option 4: River With BOT Approved Park Feature

TOWN OF LYONS, COLORADO  
RESOLUTION 2016 – 84

A RESOLUTION OF THE TOWN OF LYONS SUPPORTING  
THE ST. VRAIN VALLEY SCHOOL DISTRICT'S 2016 BOND ISSUE 3A

WHEREAS, VIBRANT AND ECONOMICALLY SOUND COMMUNITIES DEPEND ON QUALITY SCHOOLS; AND

WHEREAS QUALITY SCHOOLS DEPEND UPON STRONG COMMUNITY SUPPORT; AND

WHEREAS, THERE HAS BEEN A 23% INCREASE IN ST. VRAIN STUDENT ENROLLMENT SINCE THE LAST BOND WAS PASSED IN 2008 AND EXPECTS TO ADD OVER 3,800 STUDENTS OVER THE NEXT FIVE YEARS;

WHEREAS, ST. VRAIN SCHOOLS CONTINUE TO EXPERIENCE SIGNIFICANT GROWTH AND ONE HALF OF ALL SCHOOLS WILL BE OPERATING BEYOND CAPACITY WITHIN THE NEXT FIVE YEARS IF NO ACTION IS TAKEN; AND

WHEREAS, THE BOND WOULD FUND IMPROVEMENTS DISTRICT WIDE THAT WILL ADD INSTRUCTIONAL SPACE, SAFETY AND SECURITY MEASURES AND CRITICAL REPAIRS; AND

WHEREAS, A FIRST CLASS EDUCATION SYSTEM DOES INCREASE RESIDENTIAL PROPERTY VALUE, ATTRACT COMMERCIAL BUSINESS, AND PROMOTE PUBLIC SAFETY;

WHEREAS, ST. VRAIN COMMUNITIES WILL HAVE THE OPPORTUNITY TO EXPRESS THEIR SUPPORT FOR ST. VRAIN VALLEY SCHOOLS WHEN CONSIDERING BALLOT ISSUE 3A, A BOND ISSUE OF \$260.34 MILLION EARMARKED FOR ADDITIONAL INSTRUCTIONAL SPACE THROUGHOUT THE DISTRICT, ADDITIONAL SUPPORT OF CONTINUED RIGOROUS CURRICULUM, THE ENHANCEMENT OF SCHOOL SAFETY AND SECURITY, AND TO ADDRESS IMPORTANT SCHOOL REPAIRS AND IMPROVEMENTS THAT WILL ULTIMATELY EXTEND THE USEFUL LIFE OF SCHOOL FACILITIES.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO AS FOLLOWS:**

That the Lyons Town Board of Trustees expresses its support for Ballot Issue 3A and encourages its citizens to also support and vote for Ballot Issue 3A.

Adopted this 3<sup>RD</sup> day of October, 2016

TOWN OF LYONS, COLORADO

By: \_\_\_\_\_  
Connie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Deb Anthony, MMC, Town Clerk

TOWN OF LYONS, COLORADO PROCLAMATION

WHEREAS, the Lions Club of Lyons, Colorado was organized in 1946 to act as a service organization in the Town and surrounding communities, and

WHEREAS, in subsequent years the Lyons Lions Club has undertaken many projects and donated thousands of hours of volunteer time to better its community, including sponsoring Boy Scout troops, providing scholarships for local high school graduates, supporting recreational sports teams, doing roadside cleanup, working with youth service groups such as the current Leo Club, helping local residents obtain proper vision care and eyeglasses, volunteering at the 9 News Health Fair, collecting tickets at school sports events, financing and participating in area-wide tree replanting after the 2013 flood, and assisting numerous other individuals and community groups in times of need over many years, and

WHEREAS, the year 2016 marks the 70th Anniversary of the Club's founding, making the Lyons Lions Club the longest active community service organization in Lyons, and

WHEREAS, the Lyons Lions Club intends to host a 70th Anniversary celebration on October 16, 2016, and

WHEREAS, the Board of Trustees of the Town of Lyons, Colorado wishes to recognize the Lyons Lions Club's many years of service to the community and congratulate the Lyons Lions Club on reaching its 70th year of existence,

NOW, THEREFORE, the Board of Trustees of the Town of Lyons, Colorado hereby declares Sunday, October 16, 2016 as "Lyons Lions Club Day in Lyons."

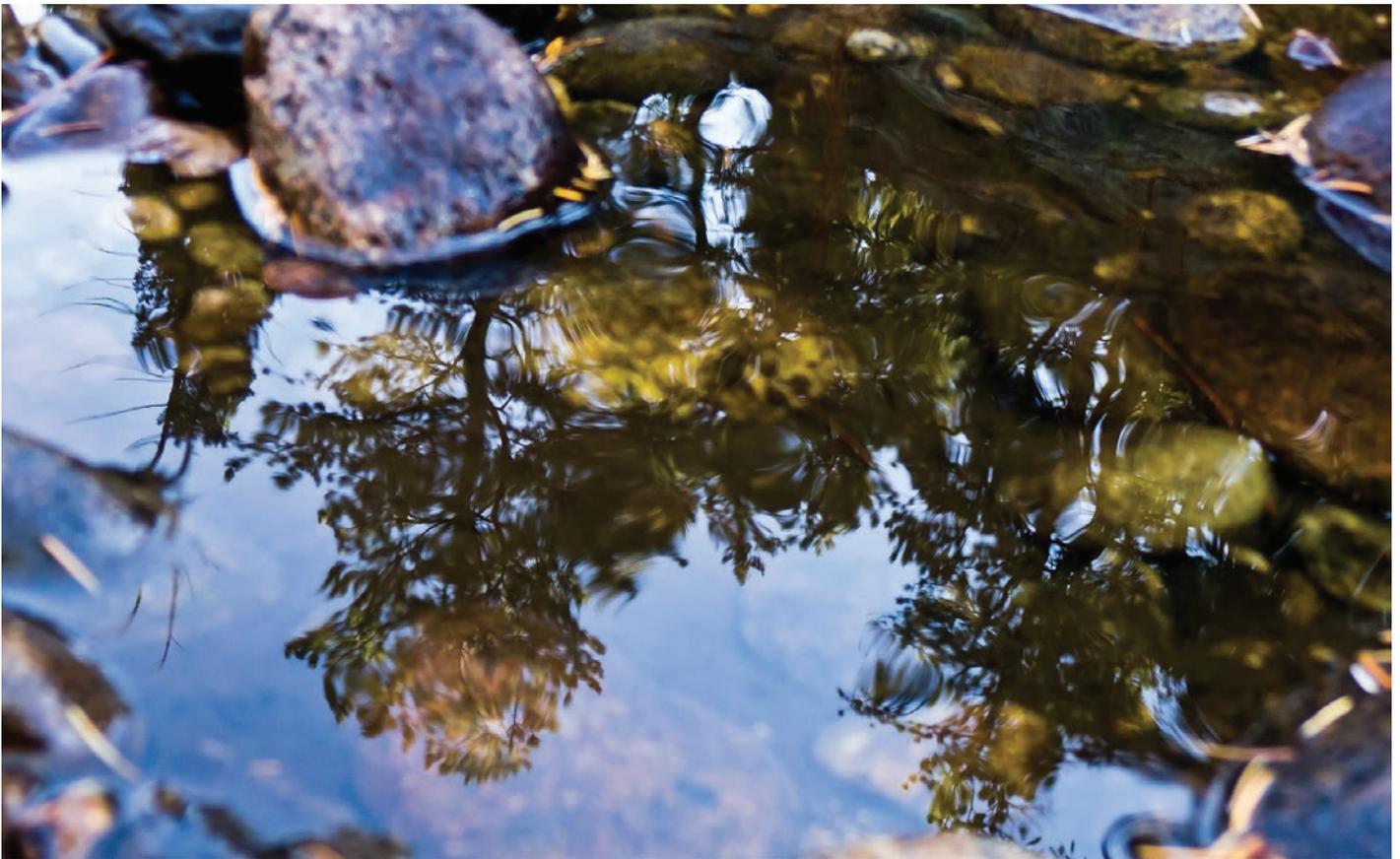
---

CONNIE SULLIVAN  
Mayor of Lyons, Colorado

Attest:

---

Deb Anthony  
Town Clerk



# **SUSTAINABLE RIVER CORRIDOR ACTION PLAN**

For the Town of Lyons, Colorado

Prepared by the Town of Lyons Ecology Board 2014

# Contents

<u>BACKGROUND</u>	<u>3</u>	<u>GOAL 3</u>	<u>9</u>
<u>GOAL 1</u>	<u>4</u>	Improve opportunities for recreation and ecotourism for both residents and visitors that help drive the Lyons economy.	
Enhance the flood mitigation potential of the North and South Fork of the St. Vrain River and riparian areas in Lyons.		Objective 1: Rebuild existing recreational attractions including kayak course, tubing, fishing, field sports, swimming holes, and festivals.	
Objective 1: Minimize channelization of river.		Objective 2: Promote new ecotourism opportunities that draw people to the river.	
Objective 2: Designate areas for permanent and temporary (ephemeral) wetlands.		Objective 3: Develop opportunities for residents and visitors to memorialize epic flood of 2013.	
Objective 3: Re-establish intentional flood plain area to allow for overflow from river channel during flood events.		<u>ILLUSTRATION</u>	<u>10</u>
Objective 4: Coordinate restoration efforts with private landowners and upstream and downstream communities.		Lyons Colorado- A Place to Live and Play	
<u>CASE STUDY</u>	<u>5</u>	<u>GOAL 4</u>	<u>11</u>
City of Boulder - Boulder Creek Riverside Bike Paths		Encourage ecologically responsible restoration and development within the riparian zone.	
<u>GOAL 2</u>	<u>6</u>	Objective 1: Improve water quality through increased filtration.	
Preserve and improve access to the St. Vrain rivers to provide equal enjoyment by all.		Objective 2: Pass integrated pest management protocol to minimize pesticide/herbicide use.	
Objective 1: Re-create a multi-use continuous community trail along the St. Vrain River that encourages ecological health.		Objective 3: Maintain connectivity of open space.	
Objective 2: Create new ways for the community to engage with the St. Vrain River to improve awareness of the multi-functionality of the river.		Objective 4: Encourage use of natural materials in restoring the river channel.	
Objective 3: Develop a community monitoring program for species of interest and restoration.		Objective 5: Promote the predominant use of native species and xeriscape techniques for all sites in flood zone.	
<u>CASE STUDY</u>	<u>7</u>	Objective 6: Promote healthy aquatic habitat in river restoration.	
Yampa River Management Plan, Steamboat Colorado		<u>ACTION</u>	<u>12</u>
Objective 1: Conserve and enhance the natural habitat along the river.		Putting the action in "action plan"	
Objective 2: Provide an enjoyable and safe experience for all river users.		<u>GLOSSARY</u>	<u>13</u>
Objective 3: Establish a monitoring program to continuously evaluate the health of the river corridor.		<u>APPENDIX A</u>	<u>15</u>
Objective 4: Ensure that all development and improvements are constructed in an environmentally sensitive manner, consistent with a long-term plan for the river.		Aerial Images Pre- and Post-Flood	
Objective 5: Establish sustainable, long-term management strategies for the river.		<u>APPENDIX B</u>	<u>19</u>
		The Lyons Ecology Board Members	

# BACKGROUND

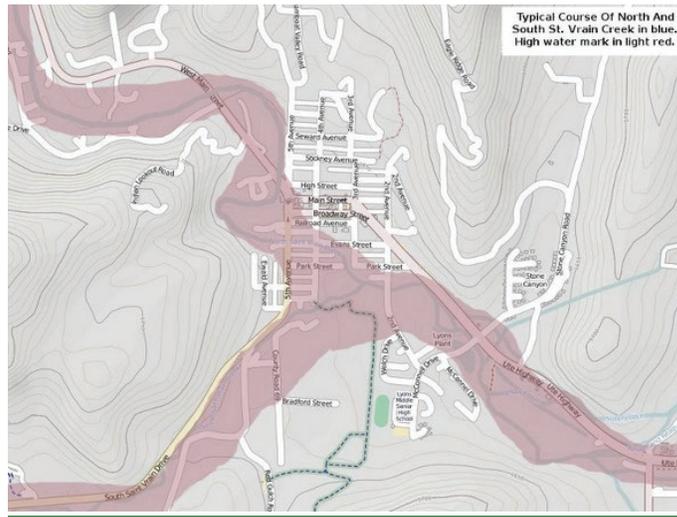
The Town of Lyons recognizes the vitality of the St. Vrain River and its benefits for citizens and natural wildlife and vegetation communities. The river is an important feature of the town with many intrinsic values and natural functions. St. Vrain River provides natural storm mitigation and flood control as well as vegetation to support aquatic and terrestrial biodiversity, water filtration, and sediment control. The St. Vrain River also serves as the water supply for local agriculture and has become a defining natural resource valued by our residents and visitors who gather at its shore to play. Activities including kayaking, fishing, jogging, walking, birding, tubing, paddle-boarding, and simple relaxation; all popular pastimes that bring important revenue from visitors and improve the quality of life for residents.

It is our vision to not simply return the St. Vrain River to its pre-flood state, but to also enhance the functionality of the river and riparian areas to maximize the recreational, ecological, and economic values. This is a long-term plan based on sustainability principals to provide an adaptable and resilient river corridor.

Lyons economy is directly linked to the St. Vrain River. Most notably it is an attraction, bringing in day-trip tourists and supporting regional events, like the Lyon's Outdoor Games. This outside revenue is critical for local businesses and for maintaining the parks. Although not easy to quantify, the river also makes Lyons a desirable place to live by providing a number of non-market values, including wildlife habitat, quiet space, connections with nature, and other quality of life amenities.

Cities most prepared for the impacts of climate change are those cities that are strategically assessing and implementing sustainability principals. Prudent preparation for patterns of greater weather variability should not only include the norms of snow, rain, wind, and drought, but should also consider adaptive strategies for 100-year and

500-year floods as extreme weather events are generally predicted to increase.



*"It is our vision to not simply return the St. Vrain River to its pre-flood state, but to also enhance the functionality of the river and riparian areas to maximize the recreational, ecological, and economic values."*

The 2013 flood provided Lyons a firsthand account of the damages that will persist as a threat to our town unless we seize this disaster and transform it into an opportunity for smart growth. As humans, our coping skills enable us to forget pain quickly. With the ache of loss so fresh, and a recent dose of the damage natural river processes can take, Lyons is in a position to consider alterations to our existing development structure so that we may save future generations from this level of catastrophic damage and heartache.

The Sustainable River Corridor Action Plan provides a vision for sustainably rebuilding the Lyons river corridor. The Action Plan incorporates the Guiding Principles and the Sustainable Design and Development Principals documented in the Town of Lyons Comprehensive Plan (2010). While this Action Plan is in reaction to the floods, it also serves as a proactive foundation for developing a St. Vrain River Corridor Master Plan as called for in the Comprehensive Plan. Under Economic Development Strategy 2.2.4, a master plan for the river corridor should be devised to "make the river more visible and connected to key local and regional destinations and leverage development opportunities along the river; improve recreational opportunities; maintain the health of the riparian corridor and enhance wildlife habitat; and achieve sustainability goals."

In developing this document, the Lyons Ecology Board has engaged with multiple stakeholders and user groups including engineers, the fishing community, the kayaking community, river edge residents, engineers, biologists, Parks & Recreation, volunteer mobilizers, community groups, and local government representatives. It has become clearer than ever that the value of the St. Vrain River to our community extends into the very definition of our culture and identity and is an important factor in determining our quality of life and pursuit of happiness.

# GOAL 1

## Enhance the flood mitigation potential of the North and South Fork of the St. Vrain River and riparian areas in Lyons.

Over time, the St. Vrain River has been channelized from its original windy character to a more narrow and straight course. While these changes have simplified development, the loss of natural channelization allows the St. Vrain River to hold less water. The St. Vrain River also naturally floods during times of large rain events and during the spring snow melt. This variable flow regime has enabled homes and other buildings to encroach in the natural flood plain area. In densely populated areas, rivers sometimes become deeply channeled and lined with cement void of natural wildlife, swimming areas, and beauty. Luckily, more natural methods of river restoration and “green” environmental engineering techniques have

been proven successful in enhancing the flood mitigation potential of rivers while also encouraging ecological health. Adaptive strategies to enhance the flood mitigation potential of the St. Vrain will need to provide for storm events beyond what we regularly experience and should account for a minimum amount of water equal to the 500 year flood. There is no denying that protecting homes and businesses from future flood damage is a high priority issue for the Town of Lyons. The structure of the river corridor greatly impacts this potential and the following objectives and strategies can help balance the many values of the St. Vrain.

### Objective 1: Minimize channelization of river.

**STRATEGY 1A** Minimize slope of river banks. Steep slopes are prone to erosion and therefore pose a threat to all nearby land users, increase sedimentation harming the ecology of the river (in particular fish), and decrease water quality, directly impacting farmers and downstream communities.

**STRATEGY 1B** Maintain post-flood course where

possible and allow for a natural winding channel.

**STRATEGY 1C** Maintain post-flood sandbars where possible and encourage revegetation of sandbar species\*.

**STRATEGY 1D** Refrain from using concrete enforced slopes and dredging the river to unnatural depths.

### Objective 2: Designate areas for permanent and temporary (ephemeral) wetlands.

**STRATEGY 2A** Promote permanent or temporary (ephemeral) wetlands to provide for additional flood water storage and include floral species that are tolerant to such fluctuation.

**STRATEGY 2B** Though no longer existent, the Lyons Valley Parkway ponds at the intersection of 36 and McConnell Drive have been selected as a potential site for wetland development.

**STRATEGY 2C** Wetland areas can serve as an

additional resource as an educational outdoor lab for local schools and should include interpretive signs to attract and educate visitors.

**STRATEGY 2D** Wetlands generally provide habitat for a high diversity of species and can be managed to encourage local populations of birds, amphibians, fish, reptiles, and small mammals.

### Objective 3: Re-establish intentional flood plain area to allow for overflow from river channel during flood events.

**STRATEGY 3A** Rebuild riverside multi-use pathways and trails to intentionally accept flood overflow from St. Vrain River.

**STRATEGY 3B** Extend and maximize naturalized buffers on all sides of St. Vrain River. The pre-flood buffer is inadequate to protect structures from regularly

occurring floods.

**STRATEGY 3C** While recreational areas and trail systems can and should exist within this buffer, all residential and commercial building should be excluded.

**STRATEGY 3D** Naturalized buffer should include a heterogeneous mixture of native riparian species with

areas of dense vegetation.

**STRATEGY 3E** All buffer areas should be under the

management of the city of Lyons which may require conservation easements or other land agreements.

## Objective 4: Coordinate restoration efforts with private landowners and upstream and downstream communities.

**STRATEGY 4A** The intensity of floodwaters in a flood is impacted by the state of the river upstream.

**STRATEGY 4B** The Town of Lyons should encourage upstream and downstream communities to consider

sustainable river infrastructure and greenscaping methods to decrease the total load of floodwaters encountered in Lyons

# CASE STUDY

## City of Boulder - Boulder Creek Riverside Bike Paths

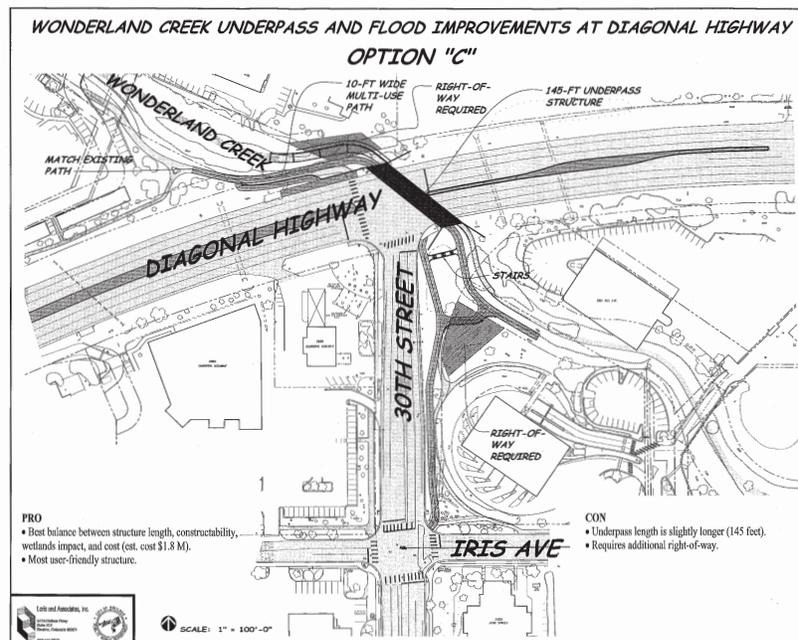
Preliminary assessment of the paved bike path within the City of Boulder limits indicated that approximately 15 percent or 9 miles of the 60 miles of path was damaged during the September 2013 flood. Debbie Ritter (Transportation Project Manager) and Annie Noble (Flood and Greenways Engineering Coordinator), both of whom work for the City of Boulder, were contacted to determine the success of their flood mitigation measures along with the extent of damage.

For the past 20 years, the City of Boulder has been implementing flood mitigation measures along Boulder Creek. Policy guidelines promoted the use of non-structural mitigation methods so as not to turn Boulder Creek into a concrete channel, but to keep the creek as natural as possible. Some drop structures and bank stabilization work had been carried out though over the years. The City had been working towards purchasing properties along the creek and tributaries in high hazard zones (zones where water velocities during a 100-year flood would sweep you off your feet), and encouraging appropriate development, including parks and paths. Urbanization along the flood plain of Boulder Creek was seen as

the major impediment to flood mitigation. Additionally, flood mapping accounted for effects of debris and potential hydraulic blockages that could arise from narrow culverts and pipes, and in many places these were eliminated.

Improvement works at street crossings involved replacing smaller bridges with larger, wider ones that incorporated bike underpasses that could cope with the excess flood waters. These proved very successful during the September 2013 flood and allowed the floodwaters to spread out as they passed through, which reduced the velocity of channeled flow and scouring that would occur on natural river banks. A lot of debris was left behind but clean-up was relatively simple, with little or no repair required. The four or five sections of the bike way that were

damaged were mainly around creek bends that experienced scouring, undermining or resulting in complete failure of the bike path. With the addition of riprap under the concrete, and some bank stabilization work, these areas have now all been repaired and all of the paved bike paths have now reopened.



# GOAL 2

## Preserve and improve access to the St. Vrain rivers to provide equal enjoyment by all.

The St. Vrain River is a treasured resource for citizens and visitors alike. It provides water to our agriculture community, a white-water attraction for kayaking and tubing, a leisurely swimming area for children and adults, picnicking areas, camping, habitat for local flora and fauna, fishing, and prime enjoyment for leisurely activities such as birding, jogging, photography and inspiration. Part of this value comes from the river's accessibility to all who seek its tranquility. The river passes no judgment

and creates no exclusive opportunities. Instead it opens itself to all those who take the time to visit its shores, tube through its waters, or peek into its pools. The vibrancy of the St. Vrain River can be even further expanded by increasing its accessibility at all points and developing pathways for continuous movement of people to partake in its splendor.

### Objective 1: Re-create a multi-use continuous community trail along the St. Vrain River that encourages ecological health.

**STRATEGY 1A** Include provisions for walking, jogging, and cycling.

**STRATEGY 1B** Provide adequate lighting, directional signage, and designated lanes for two-directional traffic.

**STRATEGY 1C** Naturalize the trail to include native plant species and build thorough buffers to shield trail users from traffic, private residences, and businesses.

**STRATEGY 1D** Build a permeable trail surface that accepts high water during flood events.

**STRATEGY 1E** Connect the river trail with common access points to the Town of Lyons, including

restaurants, parks, and transportation hubs such as bus stops and parking areas.

**STRATEGY 1F** Build artistic, awe-inspiring expansive pedestrian bridges spanning the widest braided gravel bars.

**STRATEGY 1G** Design one side of the river with natural habitat for wildlife access to the river.

**STRATEGY 1H** Partner with river edge landowners and the Town of Lyons to ensure continuity of trail throughout town.

**STRATEGY 1I** Develop incentives for private landowner cooperation with above strategies.

### Objective 2: Create new ways for the community to engage with the St. Vrain River to improve awareness of the multi-functionality of the river.

**STRATEGY 2A** Build sand bars for children to play on.

**STRATEGY 2B** No Kentucky Blue Grass to river's edge.

**STRATEGY 2C** Collaborate with IGAs for contiguous

pedestrian pathways between municipalities.

**STRATEGY 2D** Enhance community experience through a natural river system.

### Objective 3: Develop a community monitoring program for species of interest and restoration.

**STRATEGY 3A** Build bird watching shelters, perches and additional habitat for foraging and nesting.

**STRATEGY 3B** Support community in continuing ongoing project to create a native botanical garden which will provide plant stock when rebuilding.

**STRATEGY 3C** Coordinate building of water storage capturing ponds to allow for sale of stored water.

**STRATEGY 3D** Design systems for free public street vegetative watering infrastructure to promote tree lined roads.

# CASE STUDY

## Yampa River Management Plan, Steamboat Colorado



In 2003, the Community of Steamboat Springs, Colorado enacted a comprehensive river management plan. The Yampa River flows through rural areas before flowing directly through the town. Through town the pressure and demands on the river are very similar to those that we place on the St. Vrain through Lyons. Over ten years since enacting their management plan, the Yampa river maintains a vital, vibrant riparian corridor through Steamboat, with ample access for many interestes and stakeholders while preserving the ecological integrity of the river.

We believe this management plan touches on many of the things the Lyons Ecology Board would like to see for our own river corridor.

Their vision for the plan is simply stated: “The Yampa River will always be a flourishing, vibrant, bio-diverse natural river corridor that is enjoyed, respected, protected, and supported by its community with commitment, education, and sensible regulation”. We believe this a good example of what can be done in Lyons.

Following are the top points of their objectives. The full document is available at:

[http://yampavalley.info/centers/community\\_resources/pages/yampa\\_river\\_management\\_plan](http://yampavalley.info/centers/community_resources/pages/yampa_river_management_plan)

### Objective 1 : Conserve and enhance the natural habitat along the river.

**STRATEGY 1A** Improve water quality in the river

**STRATEGY 1B** Conserve and restore important aquatic and wildlife habitats

**STRATEGY 1C** Manage fish populations and control exotic fish species in the river as per CDOW guidance

**STRATEGY 1D** Preserve, promote and improve the diversity of vegetation, and encourage the reestablishment of natural plant communities through the control of exotic plant species

**STRATEGY 1E** Preserve and enhance the water quality and quantity of tributaries and other flows into the

**Objective 2 : Provide an enjoyable and safe experience for all river users.**

**STRATEGY 2A** Establish appropriate levels and distribution of public and commercial use

**STRATEGY 2B** Improve access points along the river

**STRATEGY 2C** Educate river users about appropriate

use and safety

**STRATEGY 2D** Provide opportunities for a variety of recreational experiences

**Objective 3 : Establish a monitoring program to continuously evaluate the health of the river corridor.**

**STRATEGY 3A** Establish indicators and standards to monitor the condition and quality of terrestrial and aquatic habitats

**STRATEGY 3B** Maintain water quality testing of the

river on a regular basis

**STRATEGY 3C** Monitor levels and types of recreational use to protect against over-utilization

**Objective 4 : Ensure that all development and improvements are constructed in an environmentally sensitive manner, consistent with a long-term plan for the river.**

**STRATEGY 4A** Prepare guidelines for trail design, construction, and management

**STRATEGY 4B** Prepare guidelines for construction of

habitat and recreational improvements to the river

**STRATEGY 4C** Prepare land use guidelines for development along the river

**Objective 5 : Establish sustainable, long-term management strategies for the river.**

**STRATEGY 5A** Establish sensible regulations for management of the river corridor

**STRATEGY 5B** Establish zones (reaches) for management of the river

**STRATEGY 5C** Support economic activities that are compatible with protection of environmental resources

# GOAL 3

Improve opportunities for recreation and ecotourism for both residents and visitors that help drive the Lyons economy.

As the “Double Gateway” slogan suggests, Lyons has a strong economic tie not only to the Rocky Mountain National Park but to other tourism attractions that provide necessary monetary flow into the community. In order to maintain and expand our ability to bring in tourism dollars, the Town of Lyons needs to position itself as a leading destination with unique and untarnished opportunities to enjoy nature. The St. Vrain River is the primary

natural resource in Lyons and our noteworthy festivals and artist community attract visitors from around the world. Hasty decision making that does not ensure that the ecology of the river corridor is protected will have negative long-term effects, while proper planning and restoration will bring prosperity for years to come.

## Objective 1: Rebuild existing recreational attractions including kayak course, tubing, fishing, field sports, swimming holes, and festivals.

**STRATEGY 1A** Improve walking and parking access for recreational activities.

**STRATEGY 1B** Maintain space for camping and promote additional park and ride opportunities for event parking.

**STRATEGY 1C** Rebuild existing ball fields, tennis courts, basketball courts and soccer fields.

**STRATEGY 1D** Re-develop proper spawning areas for

existing fish species, install fish ladders at all locations of impasse.

**STRATEGY 1E** Support local fishing businesses to grow fishing tourism.

**STRATEGY 1F** Determine and enforce appropriate fishing licenses to reflect the decline in fish populations from recent flooding.

## Objective 2: Promote new ecotourism opportunities that draw people to the river.

**STRATEGY 2A** Encourage recreational rental equipment business to open storefronts for residents and visitors.

**STRATEGY 2B** Promote Lyons as location competitive events for new and existing recreational attractions.

**STRATEGY 2C** Engage with any and all recreational

groups with interest in developing opportunities in Lyons.

**STRATEGY 2D** Encourage passive recreational opportunities such as birding, photography and botanic gardens.

## Objective 3: Develop opportunities for residents and visitors to memorialize epic flood of 2013.

**STRATEGY 3A** Add durable interpretive signs to include historical images and stories from the flood in parks and along the river.

**STRATEGY 3B** Attract disaster tourism by preserving some devastation artifacts with educational signage regarding hydrologic force during flood.

**STRATEGY 3C** Consider convergence area of North and South St. Vrain Rivers for a flood memorial site.

**STRATEGY 3D** Develop a town-promoted “River Day” that celebrates the river and its values (Sep 12th) with cleanup and other activities.

# ILLUSTRATION

Lyons Colorado- A Place to Live and Play



# GOAL 4

## Encourage ecologically responsible restoration and development within the riparian zone

Lyons sits in a narrow and ecologically important transition zone between the mountains and plains, resulting in a rich mix of vegetation and wildlife. This is pronounced nowhere more than along the river and riparian areas. It is also a proven fact that poorly executed development near waterways increases water pollution and sedimentation and reduces vegetation, wildlife habitat, scenic qualities,

and property values. Because of this, ecologically responsible development along the St. Vrain River is essential to the sustainability of the town and will improve residents' quality of life and provide a healthy and functional riparian area.

### Objective 1: Improve water quality through increased filtration.

**STRATEGY 1A** Install bioswales to reduce sediment runoff from road pollution loads.

**STRATEGY 1B** Advocate for native vegetation use in the river corridor.

**STRATEGY 1C** Expand natural buffer area on either side of the river.

**STRATEGY 1D** Encourage areas of dense vegetation between pollution sources or runoff and the river.

**STRATEGY 1E** Promote use of permeable land coverings.

### Objective 2: Pass integrated pest management protocol to minimize pesticide/herbicide use.

**STRATEGY 2A** Develop protocol in collaboration with Parks and Recreation and other town officials.

**STRATEGY 2B** Recommend training for integrated pesticide application licensing.

**STRATEGY 2C** Educate and collaborate with residential owners to ensure compliance.

### Objective 3: Maintain connectivity of open space.

**STRATEGY 3A** Determine long-term goals for the amount of open space to be protected in perpetuity.

**STRATEGY 3B** Allocate lands for development to ensure connectivity of open space parcels.

### Objective 4: Encourage use of natural materials in restoring the river channel.

**STRATEGY 4A** Collaborate with in-stream recreational groups to ensure safe navigation around in-stream habitat features.

**STRATEGY 4B** Place downed trees and use root balls to anchor the banks while providing fish habitat.

### Objective 5: Promote the predominant use of native species and xeriscape techniques for all sites in flood zone.

**STRATEGY 5A** Develop informational pamphlets to highlight aesthetically pleasing and water resilient species.

**STRATEGY 5B** Coordinate with the Botanic garden to hold a spring native plant sale for residents.

**STRATEGY 5C** Make flood rock debris/rubble available to residents for landscape use.

**STRATEGY 5D** Hold resident training programs hosted by landscape designers specializing in such techniques.

**STRATEGY 5E** Develop botanic garden as an educational garden featuring native species, and to provide plant stock for the community.

## Objective 6: Promote healthy aquatic habitat in river restoration.

**STRATEGY 6A** Support establishment of tertiary waste water treatment at facility.

**STRATEGY 6B** Restore geomorphology of river to include natural pool riffle sequence.

**STRATEGY 6C** Actively seek out guidance from state biologists and experts

**STRATEGY 6D** All instream structures should not compromise fish vitality.

**STRATEGY 6E** Ensure embankment plantings provide shade over aquatic areas.

**STRATEGY 6F** Maintain low flow standards.

**STRATEGY 6E** Support all restoration efforts that encourage a healthy native fishery because a healthy fishery is an indicator of overall environmental health of the river system.

# ACTION

## Putting the action In “action plan”.

It is the intent of the Lyons Ecology Board to participate in the implementation of this document and the sustainability strategies listed within. Putting this plan into action necessitates funding, community involvement, and additional stakeholder engagement.

To date, the Ecology Board has dedicated over 200 hours to this document to ensure that it properly reflects the ecologic priorities of the town in balance with additional values of the St. Vrain River, including flood mitigation, and economic and recreational enjoyment. It is our hope that this document can help guide the Town of Lyons and their recovery efforts so that funding priorities can be easily identified for the river corridor and surround lands. This is a working document that can and should evolve as the town’s needs transform over the next several years.

The Lyons Ecology Board identified the following stakeholder groups that should have a role in refining and implementing the action plan.

Arapaho Roosevelt National Forest

Army Core of Engineers (FEMA Rep)

Biohabitats

Boulder Climbing Community

Boulder County

Boulder County Parks and Open Space

Boulder Mountainbike Alliance

City of Boulder Open Space and Mountain Parks

City of Lafayette

City of Lafayette Open Space

City of Longmont Natural Resources

City of Longmont Parks, Open Space & Forestry

Colorado Department of Transportation

Colorado Mountain Club

Colorado Parks and Wildlife

Colorado State Parks

Colorado State Trails Program

Colorado State University Geology Department

Colorado Water Conservation Board

Colorado Water Trust

Community Foundation Serving Boulder County

Contour Logic

Cottonwood Institute

Deputy State Engineer with the Colorado Division of Water Resources

Eldorado Canyon State Park

Elevations Credit Union

EMPSi Environmental Management and Planning Solutions, Inc.

Engineering Department of Longmont

FEMA Public Assistance Expert

Gates Family Foundation

GoLite and Active Boulder

Great Outdoors Colorado

Greenplay

Heads up the Stream Team

Longmont Public Works and Natural Resources

National Park Service Water Resources Division  
Natural Resource Services, Inc.  
Natural Resources Conservation Service  
Redstone Review  
REI  
S2O Design  
Saint Vrain Anglers chapter of Trout Unlimited  
Senator Udall's Office  
Sol Bites  
St. Vrain and Left Hand Water Conservancy District  
Town of Lyons  
Town of Lyons Board of Trustees  
Town of Lyons Parks and Recreation  
Town of Lyons Sustainable Futures Commission  
Town Of Lyons Utilities and Engineering Board (UEB)  
USDA Natural Resources Conservation Services  
Volunteers for Outdoor Colorado  
Wildlands Restoration Volunteers

## GLOSSARY

---

**BIOSWALE** Like drainage ditches, bioswales are shallow trough-like depressions that carry water during rainstorms or snow-melts. Bioswales act as a biofilter that removes silt and polluted runoff from urbanized areas, such as roads or parking lots, before the runoff enters a river or creek. Vegetation, compost, and/or riprap (rock or rubble placed alongside a watercourse to limit scour or erosion) is set into a wide, shallow ditch designed to maximize the time water spends in the swale, which also aids in the trapping of pollutants and silt.

**BRAIDED RIVER / BRAIDED BARS** A braided river has a number of small channels separated by small and often temporary islands called braided bars. Braiding is most commonly found in rivers with high slopes and/or large sediment loads.

**CONSERVATION EASEMENT** A conservation easement is a land use agreement established between a private landowner and government body that restricts the use of that land to achieve specific conservation goals. The land remains under the private ownership, and easements are on-going even if the land is sold.

**ECOTOURISM** More than just the concept of visiting natural areas, ecotourism focuses on low-impact, socially responsible travel that minimizes the negative impacts upon the environment that large-scale more commercial tourism may have. Ecotourism promotes the principles of sustainability, including recycling, energy efficiency, and water conservation, and creates economic opportunities for local communities.

**FLOOD MITIGATION** Through the development of flood risk maps, areas of known flood risk can be identified. Flood mitigation is the management and control of flood water movement, such as redirecting flood run-off or allowing for undeveloped flood

zones, that can aid in reducing potential damage. The costs of protection against flood risk rise as more people and property are protected, and the most sustainable way of reducing risk is to prevent further development in those known flood risk areas.

**FUNCTIONS** Ecological functions provide biophysical benefits, such as nutrient cycling, groundwater recharge, flood control, sediment stabilization, nutrient removal, temperature control, and aquatic and wildlife habitat.

**INTRINSIC VALUE** The value placed upon an item, such as the St Vrain River, for its existence. No monetary value can be placed upon the item, and values change depending upon the individual.

**RIPARIAN ZONE OR BUFFER** Riparian areas are the transitional between terrestrial and aquatic systems and are distinguished by gradients in biophysical conditions, ecological processes, and biota. They are areas through which surface and subsurface hydrology connect waterbodies with their adjacent uplands. A riparian buffer zone is an area comprising of vegetation (grassland, woodland or even wetlands), between water and urbanized land. Riparian zones play a role in soil conservation by stabilizing river banks against erosion. They provide a biofilter to capture surface run-off from roads and provide shelter and food for wildlife diversity.

**RIVER CHANNELIZATION** Channelization involves substituting straight, often deep, cuts for a winding river course. This can cause streams to flow more rapidly and remove excess water quickly; however, this may then lead to downstream flooding where the channelization ends. Increased flow may also increase soil erosion, and river currents also tend to erode banks and form sinuous channels again so channelized river banks may be concreted. Habitat loss, especially loss of wetlands, is also caused by channelization.

**SUSTAINABLE RIVER CORRIDOR ACTION PLAN** A sustainable river corridor action plan allows for the living conditions and resource-uses along the St Vrain River to meet human needs without undermining natural systems and the environment, so that future generations may also share the same benefits from the river that we experience now.

**VALUES** Ecological values provide anthropomorphic benefits, such as recreation, bird watching, fishing, hunting, boating municipal waste treatment, and scenic and quality of life attributes.

**XERISCAPING** Xeriscaping is landscaping and gardening in ways that reduce or eliminate the need for additional water from irrigation.

# APPENDIX A

## Aerial Images Pre- and Post-Flood









# APPENDIX B

## The Lyons Ecology Board Members

### David Batts, Ewald Neighborhood / Ecology Board 2013



David has been a Lyons resident for 16 years as a founding principal of Environmental Management and Planning Solutions, Inc. (EMPSi), a national environmental consulting firm. For over 20 years he has worked in natural resource planning and environmental compliance, with extensive experience in river restoration, ecological inventorying, permitting, and public outreach. Mr. Batts has served as manager and technical expert for over 200 river restoration plans, wetland delineations, threatened and endangered species surveys, habitat assessments, natural resource management plans, and environmental impact statements in Colorado and throughout the U.S. He has worked on nationally recognized aquatic restoration projects, including the CALFED Bay-Delta Restoration Program, the

Salton Sea Restoration Project, and numerous river restoration projects for the US Army Corps of Engineers. In partnership with the World Wildlife Funds, he co-authored a report providing a vision to govern restoration of the entire Rio Grande system. David is certified to conduct jurisdictional wetland delineations and proper functioning condition assessments for riparian areas. He is an instructor with the National Training Center and serves on the National Roster of Environmental Dispute Resolution and Consensus Building Professionals.

### Caitlyn Bolton, Lyons Valley Neighborhood / Ecology Board 2013



A Midwestern native and CU Graduate, Caitlyn returned to Colorado after completing a Master's Degree in Environmental Management and Sustainability at Harvard University. Caitlyn has a background in water policy, technical trail building, riparian restoration, and strategic stakeholder engagement and applies these skills to her career in corporate collaborative sustainability. Caitlyn can be found frequenting the Mercantile for local art, sifting through antiques, on hand-and-knee in the back yard, or walking her English Pointer Gus with her partner Nick at the Lyons Dog Park.

### Mollie Fager, River North Neighborhood / Lyons Ecology Board 2013



Although originally from Tennessee, Ms. Fager attended high school, college and graduate school in Colorado. She received her undergraduate degree from the University of Colorado in 1993, followed by a Master's in Business Administration in 1999. Part of Mollie's college experience included a year and a half at the University of Dar es Salaam in Tanzania--- a life experience that left her forever longing for the landscapes of Africa. From 1999-2004 she worked for the Colorado Chapter of The Nature Conservancy as their Director of Operations. She had an intermission for 3 ½ years when she served as the executive director for The Dairy Center for the Arts, a multi-disciplinary arts center in Boulder, Colorado. Mollie was called back to The Nature Conservancy six years ago exclusively to raise money for the organization and continue her commitment to conservation. She became the Director of Philanthropy for Africa in November 2009.

## **Garima Fairfax (Vice Chair), Neighborhood: Red Gulch / Ecology Board 2009**



Garima studied botany and ecology at UC Santa Barbara, and is a Colorado State Master Gardener. She worked as a botanist for the US Forest Service, completing a study on rare and endangered plants in California. Garima has experience in greenhouse management, trail building, and growing native plants. She is the author of *Kitchen Botany*, an educational botany book disguised as a cookbook and serves as the director of Rocky Mountain Botanic Gardens, the future botanic garden in Lyons featuring native plants.

## **Eben Grace, Neighborhood: River North / Ecology Board 2011**



Education includes a BA from Colorado College. As a Colorado native, Eben spent his formative years exploring the mountains and rivers of the state and the West. This has led to a lifelong passion for fly fishing, back-country travel and a personal commitment to helping preserve our wild heritage. Eben is an active board member of the local chapter of Trout Unlimited. Eben and his wife Annie have lived in Lyons for 10 years, in a house on the north St. Vrain. Living along side the river drives him to help protect and preserve this vital natural resource for our town.

## **Fay Marshall, Neighborhood: St. Vrain Road / Ecology Board 2013**



Fay earned a Bachelor of Science in England, before moving to Australia where she studied for her Masters in Environmental Management at the University of Queensland. After graduating, she worked for the City of Brisbane in the area of pollution control (erosion and sediment runoff), and also has experience with environmental assessment and auditing. Fay lived with her family in Wyoming for many years before finally settling in Colorado during the summer of 2010. They live off the St Vrain Road, about 3 miles along Hwy 36 towards Boulder and her children attend the Lyons Elementary School.

## **Steve Simms (Chair), Neighborhood: Upper 5th / Ecology Board 1998**



Education includes an MS in Ecology specializing in gravel pond restoration – University of Colorado (CU), Boulder 1992. Prior education includes a BA in Computer Science and Artificial Intelligence (Distributed Studies), CU Boulder, 1985. As a native of Colorado, Steve migrated north from Boulder with his wife in 1995 and this was the start of being hooked into the amazing Lyon's community. With his wife, Debbie as a Lyons elementary school teacher, they started On-Site Computer and Network Services, Inc. That I.T. consulting business is still very active today with their two teenagers helping at times. As a survivor of the massive Santa Cruz, CA earthquake in 1989, Steve gained important planning and collaborative skills while volunteering for the Red Cross.

2017 Town of Lyons Ecology Advisory Board  
Goals, Strategies, Funding

**Goal 1: Provide opportunities for the Lyons community to learn about ecological issues relevant for the town and its natural resources.**

Strategy I: Hold regular ecology focused hands-on learning opportunities

Strategy II: Develop formal arboretum with town recognition and map

Strategy III: Write monthly ecology article in local newspaper

**Goal 2: Provide valuable guidance to BOT and town employees to help maintain ecological value in town of Lyons**

Strategy I: Review all development design documents to ensure holistic ecological design and incorporation of the Lyons' Sustainable River Corridor Action Plan (2013).

Strategy II: Develop principles for protecting high value conservation areas & develop map of high value conservation areas in Town of Lyons.

Strategy III: Provide Eco-Tourism, guidance, and vision statements for the restoration of the St. Vrain watershed, including the South St. Vrain riparian vegetation corridor (Bohn Park to Andesite Mine) for habitat and bird watching.

**Sec. 2-8-190. Ecology Advisory Board.**

(a) Board established. There is hereby established an Ecology Advisory Board to act as an advisory commission to the Board of Trustees on all matters pertaining to the establishment of provisions for the proper utilization and protection of the natural resources and for the protection of watershed resources for the Town.

- 1) The Ecology Advisory Board shall conduct research into its local land and water areas
  - i. It shall seek to coordinate the activities of unofficial bodies organized for similar purposes, and may advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which, in its judgment, it deems necessary for its work.
    1. Publish arboretum walking guide \$200 (By Botanical Gardens Subcommittee)
    2. Promote birding and fishing (catch and release) walking guides \$200
    3. Promote give-a-way of invasive weed guide \$100
  - ii. It shall keep an index of all open space and natural, aesthetic or ecological areas within the Town, as the case may be, with the plan of obtaining information pertinent to proper utilization of such areas, including lands owned by the State or lands owned by the Town.
    1. Contract mapping/GPS Surveyor firm \$500 (By Tree Subcommittee)
  - iii. It shall also keep an index of all wetlands and riparian areas in a like manner, and may recommend to the Board of Trustees a program for the protection, development or better utilization of all such areas.
    1. Contract mapping/GPS Surveyor firm \$500 (By Tree Subcommittee)
  - iv. It shall keep accurate records of its meetings and actions and shall file an annual report.
    1. Use shared electronic storage via Cloud google drive \$50

(b) Responsibilities. The responsibilities of the Ecology Advisory Board shall be as follows:

- 1) Advocate for a balanced ecosystem that preserves the hydrologic and environmental integrity of the environmental systems present, including but not limited to parks and open space and the St. Vrain River Corridor.
  - i. Attend eco-tourism related river restoration or bird watching workshop \$500
- 2) Study, investigate, advise and develop and/or update annually a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of vegetated areas within the Town community including trees, shrubs, bushes and native perennials and other woody vegetation in parks, along streets and in other public areas.
  - i. Contract arborist services \$1000
- 3) The Ecology Advisory Board shall review site designs for all ecologically important parcels of land in order to provide findings, report and make recommendations that uphold the integrity of the environment in the Town, while balancing the desire for development, recreation and economic vitality.
  - i. Continue 14<sup>th</sup> year of Upper 5<sup>th</sup> Ave community gateway beautification & weed restoration providing access to around 200 homes. Utilize Ecology Board's prior years remaining budgets \$5000, Utilize LCF's 2016 grant \$2500, Request TOL's 2017 \$2500 funding.

- 4) Advise, assist and consult with the Parks and Recreation Director, the Public Works Director or any Town employees who may impact the natural environments in the Town.
  - i. Provide additional salary to existing Parks Project Manager and Sustainability Coordinator positions to add Natural Resource focus. Estimated 6 hrs / week. \$10,000.
- 5) With the assistance and direction of the Parks and Recreation Director or Public Works Director, may conduct or assist in the conduct of fundraising activities, preservation programs or public or private engagement opportunities, including but not limited to ecology-focused workshops or classes, monitoring programs, volunteer projects and social gatherings.
  - i. Present biannual community outreach movie and discussion \$150 (rental space and food)
  - ii. Partner with the Center for ReSource Conservation focus is on water conservation spring offering of the "Gardens in a Box." Program \$1100
  - iii. Contract Elementary School birds and raptors outreach program \$500
- 6) Act as liaison for local residents, public officials and Town employees to assist in managing, controlling and/or elimination and disposal of local and state noxious weeds. Prepare a sustainable weed management plan that may include approved and recommended measures and practices for the management, control, elimination and disposal of local and state noxious weeds, as well as appropriate fertilization of nonweed species. Such management plan may be adopted by the Board of Trustees and, once adopted, shall govern the management, control, elimination and disposal of local and state noxious weeds by landowners and public employees within the Town.
  - i. Contract Landscape Designer/Advisor with herbicide / pesticide specialization \$2000
  - ii. Boulder County Community Weed Identification Book Give-A-Way Noxious Weed Reduction and Native Plant Restoration \$500
- 7) Assist and advise the Board of Trustees on policy and operations pertaining but not limited to community gardens, a continuous multi-use pathway along the St. Vrain River, equal access to valuable conservation areas, a local monitoring program, arboretum and botanical gardens.
  - i. Contract Natural Resource advisor on best practices policy \$1000
- 8) Maintain the Town's Tree City USA status and promote the growth and viability of the Town's urban forests. Retain the focus that a healthy, vibrant ecosystem is a fundamental foundation to maintaining a vibrant economy through ecotourism. (Ord. 951 §2, 2014; Ord. 956 §1, 2014)
  - i. Annual tree give-away \$300 (plants/vegetation/trees)

Total funds request: \$11,900

Note: For the upper 5<sup>th</sup> Ave weed cleanup/experimentation project, The Department of Landscape Architecture at the University of Colorado Denver has been providing free design services. For 2017, the proposed project's total expense will be \$10,000 (\$5,000 LCF + \$5,000 from the Ecology Board's re-purposed reserves from prior years). We wish to continue design work with Matt Manley. Application and Design available upon request

Repurposed budget summary detailing existing funds in Ecology Board's account:

2013 LCF Ecology Board Reseeding Project \$10,000 + \$12,000 WRV Match

Spent \$7,000 reseeded; 2013

\$500 Tree Give-a-way; 2015

Funds remaining in 2017: \$2,500

2013 LCF Ecology Board Upper 5th Ave Restoration Work \$1,200

Spent \$0; 2013

Funds remaining in 2017: \$1,200

2014 LCF Ecology Board Main St. Phase I - \$5k

Spent \$532.75; 2014

Funds remaining in 2016: \$3167.25; 2015

Earmarked to upper 5<sup>th</sup> project in 2017: \$1,300

Total funding currently available for 2017 upper 5<sup>th</sup> ave project: \$5000

**Agenda Item No: VII-1**

**Meeting Date:** October 3, 2016

**Subject:** Liquor Licensing Authority  
**Presenter:** Jacque Watson, Deputy Town Clerk

**Applicant:** Lyons Community Foundation  
**Address:** Lionscrest Manor, Indian Lookout Rd, Lyons, CO

**Background:**

Lyons Community Foundation submitted a Special Events Permit application September 7, 2016. According to the State Liquor Code, this matter should be decided before the Local Liquor Licensing Authority. The site of this event was posted on September 22, 2016 and may be considered by the Authority at this time. Approval by the Board of Trustees should be contingent on the Town not receiving any objections to the application within the ten days posting period. The Clerk's Office has not received any objections to this Special Events Permit to date.

Although approval and subsequent issuance of this special event permit rests solely on the Local Liquor Licensing Authority, this application must be sent in to the State of Colorado Department of Revenue within ten days after event approval.

Since the Lyons Community Foundation Gala is completely contained within the premises, staff is asking the BOT to waive the requirement of a police officer on site for the event, as it has since 2011.

The Lyons Community Foundation Gala will be held Friday, November 11, 2016.

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

VII-1

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)**

- |                                    |  |   |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL    | <input type="checkbox"/> ATHLETIC                              | <input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                  |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES  |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |   |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110	<input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170	<input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Lyons Community Foundation</i>	State Sales Tax Number (Required)
---	-----------------------------------

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i>P.O. Box 546 Lyons, CO 80540</i>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>Lionscrest</i>
--	--

NAME <i>Debbie Simms</i>	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
--------------------------	---------------	---	--------------

4. PRES./SEC/Y OF ORG or POLITICAL CANDIDATE <i>↓</i>	3/7/62	P.O. Box 1265	3-823-5664
--	--------	---------------	------------

5. EVENT MANAGER <i>Debbie Simms</i>			
---	--	--	--

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <i>1</i>	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <i>?</i> <input type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM?
--	--

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
<i>Nov. 11</i>				
5:30 .m.				
To 10:30 .m.				

**OATH OF APPLICANT**

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

SIGNATURE <i>Debbie Simms</i>	TITLE <i>Fundraising Chair</i>	DATE <i>9/2/16</i>
-------------------------------	--------------------------------	--------------------

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) <i>Town of Lyons</i>	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK <i>303-823-6622</i>
SIGNATURE	TITLE <i>Mayor</i>	DATE

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

THE COMMUNITY FOUNDATION

is a

Nonprofit Corporation

formed or registered on 05/30/1991 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19911039409 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/30/2016 that have been posted, and by documents delivered to this office electronically through 09/01/2016 @ 08:39:28 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/01/2016 @ 08:39:28 in accordance with applicable law. This certificate is assigned Confirmation Number 9816787 .



Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
Notice. A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Linens Provided by Lionscrest  
 White  
 90x156 -  
 90x132 -  
 120" -  
 108" -

Gold Organza  
 72x72 -

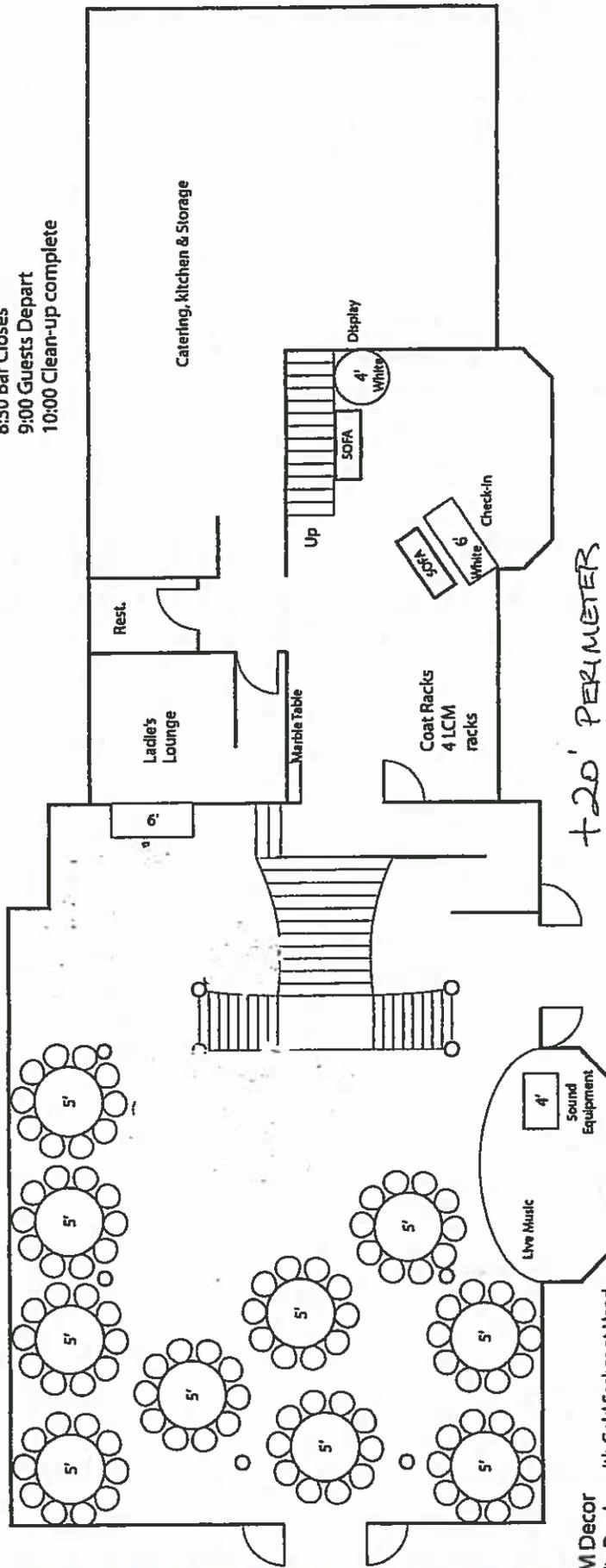
Ocean  
 Napkins

# Lyons Community Foundation

## Timeline:

- 8:30am Set-up Auction
- 4:00 Vendor Arrival
- 6:00 Guests Arrive -go to cocktail area/passed appetizers/silent auction open
- 6:45 Ballroom Opens
- 7:00 Salads
- 7:00-7:30 Welcome
- 7:15-7:30 Plated Entree
- 7:30 Speaker
- 8:00 Dessert Family Style
- 8:15 Video (5-10 minutes)
- 8:30 Live Auction & Paddle Raiser
- 8:30 Bar Closes
- 9:00 Guests Depart
- 10:00 Clean-up complete

Lower level



+20' PERIMETER

LCM Decor  
 White Drapery with Gold Sashes at Head  
 Table and Doors

Splash  
 Up Lights  
 Cate Lights

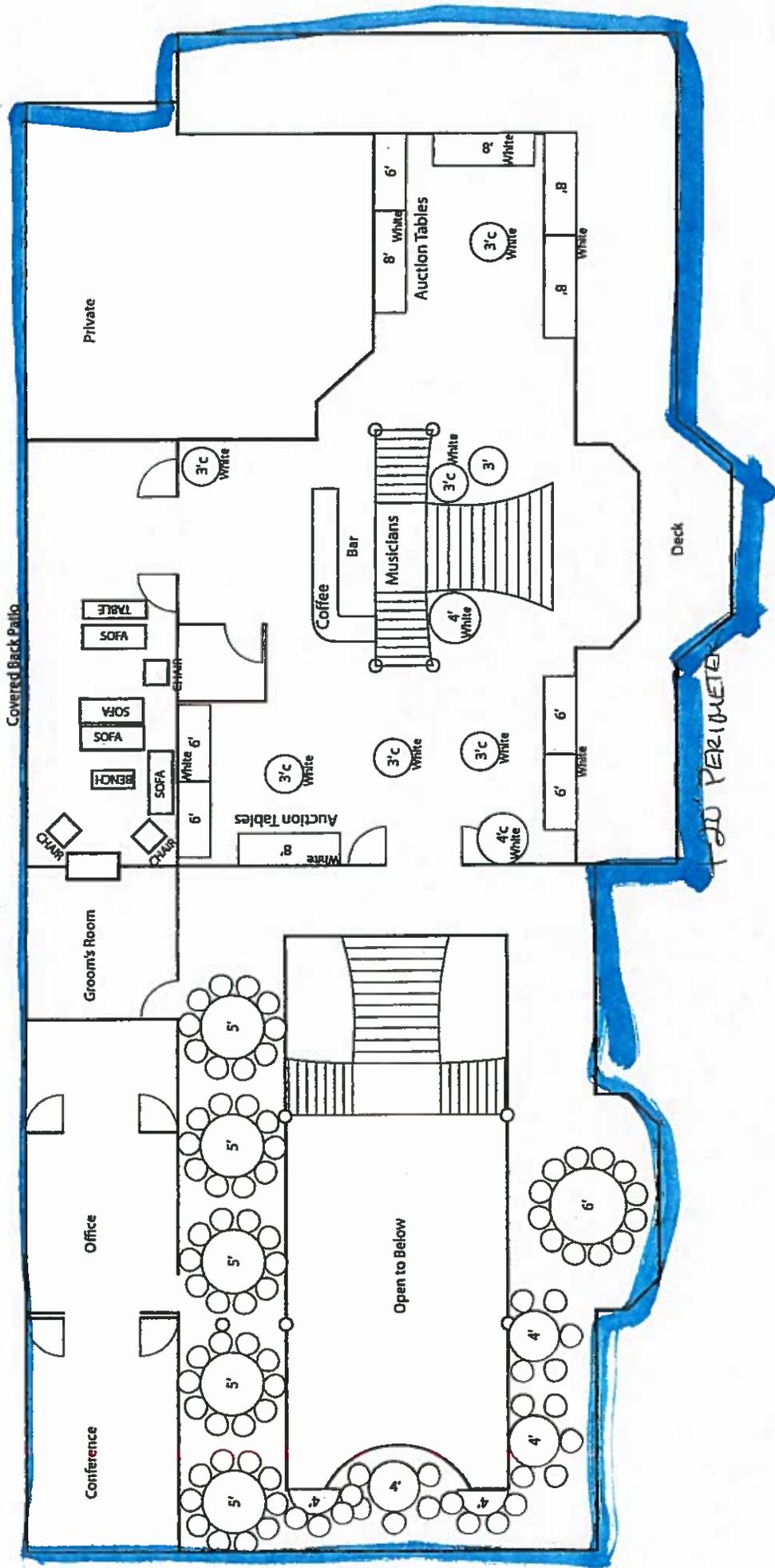
Reale Events  
 Glass Bowls  
 Capiz Shells TBD

# \* Licensed Premise

Please Note: This Floor Plan is not perfectly to scale, but rather to give you a "close to accurate" representation of the layout of your event.

# Lyons Community Foundation

Upper level



**\* Licensed  
Premise**

Please Note: This Floor Plan is not perfectly to scale, but rather to give you a "close to accurate" representation of the layout of your event.

**Agenda Item No: VII-2**

**Meeting Date: October 3, 2016**

**Subject:** Liquor Licensing Authority  
**Presenter:** Jacque Watson, Deputy Town Clerk

**Applicant:** Boulder County Arts Alliance  
**Address:** Lyons Farmette Wool Day  
4121 Ute Highway, Lyons, CO 80540

**Background:**

The Boulder County Arts Alliance submitted a Special Events Permit application September 20, 2016. According to the State Liquor Code, this matter should be decided before the Local Liquor Licensing Authority. The site of this event was posted September 20, 2016 and may be considered by the Authority at this time. Approval by the Board of Trustees should be contingent on the Town not receiving any objections to the application within the ten-day posting period. The Clerk's Office has not received any -objections to this Special Events Permit to date. This application must be reported to the State within ten days of Local Authority's approval, but full approval is given by the Local Authority. The event will be held October 22, 2016 at the Lyons Farmette.

As with previous Lyons Farmette events, the Boulder County Arts Alliance is asking the Local Liquor Licensing Authority to waive the security requirement for this event.

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- SOCIAL     ATHLETIC     PHILANTHROPIC INSTITUTION  
 FRATERNAL     CHARTERED BRANCH, LODGE OR CHAPTER     POLITICAL CANDIDATE  
 PATRIOTIC     OF A NATIONAL ORGANIZATION OR SOCIETY     MUNICIPALITY OWNING ARTS FACILITIES  
 POLITICAL     RELIGIOUS INSTITUTION

<b>LIAB</b> 2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY 2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	<b>DO NOT WRITE IN THIS SPACE</b>	
	LIQUOR PERMIT NUMBER	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Boulder County Arts Alliance</i>	State Sales Tax Number (Required) <i>00761250</i>
---	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i>2590 Walnut St. #9 Boulder, CO 80302</i>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>Lyons Farmette 4121 Wte Highway Lyons, CO 80540</i>
---	--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <i>Charlotte LaSesso</i>	<i>10/19/61</i>	<i>225 30th St. Bld., CO 80305</i>	<i>720.352.1342</i>
5. EVENT MANAGER <i>Betsy Burken</i>	<i>2/22/59</i>	<i>4121 Wte Highway</i>	<i>303.746.6266</i>

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <i>6</i>	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
--	--

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
<i>Oct. 22, 2016</i>				
<i>5:00 p.m.</i>				
<i>To 9:00 p.m.</i>				

**OATH OF APPLICANT**

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

SIGNATURE <i>[Signature]</i>	TITLE <i>Executive Director</i>	DATE <i>9.18.16</i>
---------------------------------	------------------------------------	------------------------

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) <i>Town of Lyons</i>	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK <i>303-823-6622</i>
SIGNATURE <i>[Signature]</i>	TITLE <i>Mayor</i>	DATE

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

BOULDER COUNTY ARTS ALLIANCE, INC.

is a

Nonprofit Corporation

formed or registered on 05/20/1966 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871186890 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/16/2016 that have been posted, and by documents delivered to this office electronically through 09/19/2016 @ 19:01:01 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/19/2016 @ 19:01:01 in accordance with applicable law. This certificate is assigned Confirmation Number 9842920 .



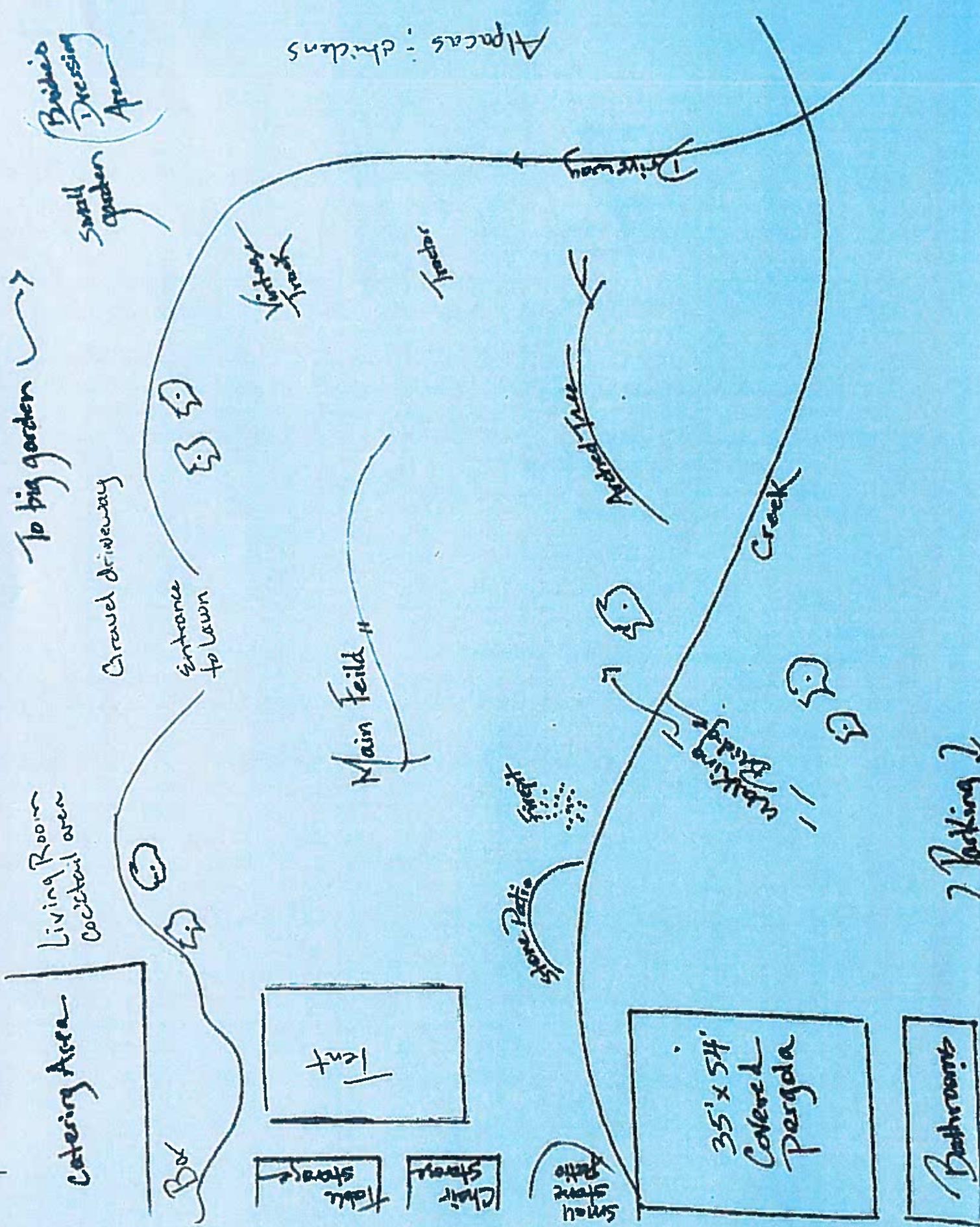
A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/bi/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

LYONIA | ARMINIE | GARDENS EYE VIEW



Catering Area

Living Room  
Cocktail area

Box

Tent

Table  
Storage

Chair  
Storage

Small  
Stone  
Patio

35' x 54'  
Covered  
Pergola

Bathrooms

To big garden

Crawled driveway

Entrance  
to lawn

Main Field

Tables

Chairs

Driveway

Tree

Crack

Walking  
path

Parking 1  
Parking 2

Bridal  
Dressing  
Area

Small  
garden

Alpacas - chickens

Date & Check #	Handchecks	Description	Amount
9/28/16 95028	NorthLine GIS	GIS services - CDBG	\$ 16,365.00
9/28/16 95029	Boulder County Finance	Open Space/Recycle tax payable	\$ 4,806.61
		<b>Total Handchecks</b>	<b>\$ 4,806.61</b>
		<b>Payroll 9/23/16</b>	<b>\$ 45,136.98</b>

Unpaid Invoices - Vendor	Amount	Grant Funds	Grant Name
Alternatives For Youth, Inc.:	\$ 100.00		
American Funds Service Co	\$ 1,979.41		
Boulder County Finance:	\$ 37,877.00		
Brekke Storage:	\$ 230.00	\$230.00	FEMA
Civil Arts, Inc.:	\$ 130.00	\$130.00	DR R2 BCC (Collaborative)
CMCA	\$ 105.00		
Colorado Civil Group, Inc.:	\$ 4,564.00	\$4,564.00	FEMA
Colorado Department of Revenue	\$ 8,046.00		
Deep Rock Water:	\$ 2.09		
Defalco	\$ 382,486.17	\$382,486.17	CDOT / BOCO / FEMA
Family Support Registry	\$ 50.00		
Federal Payroll Taxes	\$ 15,469.12		
Front Range Appraisal	\$ 3,500.00	\$3,500.00	CDBG
Honeywell International , Inc.:	\$ 14,891.00		
ICON Engineering	\$ 18,296.00	\$18,296.00	CDBG
Innovative Computer:	\$ 3,051.50		
JLB Companies, Inc:	\$ 11,345.00	\$8,705.00	FEMA / CDBG / CDPHE
Kristin Nordeck Brown, PC:	\$ 1,000.00		
Lewan & Associates:	\$ 448.32		
Liberty Waste Management, Inc.:	\$ 325.00		
Loris and Associates:	\$ 2,827.50		
Lyons Recorder:	\$ 169.59	\$47.32	State DEF / FEMA / CDBG
Lyons Regional Library District:	\$ 5,000.00		
Michow Cox & McAskin LLP:	\$ 16,742.77		
N Line Electric, LLC:	\$ 18,530.68		
Naranjo Civil Constructors, Inc.:	\$ 113,527.98	\$113,527.98	State DEF
Peak Environmental	\$ 26,763.24	\$26,763.24	CDBG / HMGP
Pest Mafia:	\$ 120.00		
S2O Design & Engineering:	\$ 450.00		
Sam Knight, LLC:	\$ 500.00		
SVVSD:	\$ 1,653.00		
Terracon:	\$ 2,327.00	\$2,327.00	CDPHE
U.S. Bank:	\$ 534.56		
Verizon Wireless:	\$ 356.18		
<b>Unpaid Invoices as of 9/28/16</b>	<b>\$693,398.11</b>	<b>\$560,576.71</b>	<b>Grant Expenditures</b>

<b>Total (hand checks, unpaid invoices &amp; payroll)</b>	<b>\$743,341.70</b>
---	---------------------

UEB and PCDC to Present Proposed Revisions to Chapter 13 and  
Chapter 16 Concerning Code Changes  
which will support the Construction of ADUs



Workshop 5:30 pm – 6:45 pm

DRAFT AGENDA  
TOWN OF LYONS

**MONDAY, SEPTEMBER 19, 2016, 7:00 pm**

SHIRLEY F. JOHNSON COUNCIL CHAMBER  
LYONS TOWN HALL, 432 5<sup>TH</sup> AVENUE, LYONS, COLORADO

- I. Roll Call and Pledge of Allegiance  
**Roll Call. Present:** Mayor Pro Tem Greenberg, Trustee Mike Karavas, Trustee Juli Waugh, Trustee Jim Kerr, Trustee Barney Dreistadt, Trustee Wendy Miller.  
**Absent:** Mayor Connie Sullivan.  

- II. A Reflective Moment of Silence
- III. Approve Agenda  
**Motion:** Trustee Kerr moved to approve the Agenda.  
**Action:** Approve, **Moved by** Trustee Jim Kerr, **Seconded by** Trustee Barney Dreistadt.  
Motion passed unanimously.
- IV. Boulder County Sheriff's Report
  1. Overview for Deputy's position, costs, base, tickets, etc  
Sgt Crist reported on the following:
    - ✓ Update on the North Dakota Ridge wild land fire that was started by a spark from a transformer
    - ✓ Emergency phone to be placed outside the substation
    - ✓ Radio for the Town Code Enforcement Officer
    - ✓ Town and Boulder County working together to issue badges for town employees
    - ✓ Information concerning the number of enforcement calls for 2016 and previous years
    - ✓ Benefits to the town for having contracted deputies
    - ✓ Major calls are down due to the police presence in Lyons
    - ✓ Community and preventive policing

BOT discussion concerning speed enforcement vs communicating with the community, Deputy Wagner's daily schedule, the value of having the Sheriff's Dept in Lyons.
- V. Staff Reports
  1. Town Attorney Guckenberger stated the BOT has asked her to look at user fees being charged at the Lyons parks. Town Attorney Guckenberger stated since LaVern M. Johnson park was funded by GOCO Grant, the grant may have stated no user fee option, if so the town could ask GOCO's permission to charge the user fee if the town wanted to seek approval.
  2. Town Attorney Guckenberger stated the BOT had asked her to look at the town charging an occupancy tax. Town Attorney Guckenberger stated all signs point to yes, but it will require a vote of the people and the ballot question would have to be worded correctly due to Tabor but it is feasible.

After BOT discussion the BOT directed Parks Director Cosgrove to review the GOCO grants/contracts concerning user fees at the town parks and to look at when the occupancy tax could be put to a vote.

3. Town Administrator Simonsen reported the Lyons Depot received the Governor's Excellence Award.

4. BOT/Staff discussion concerning additional concerns expressed by the confluence neighborhood. Staff and Sgt Bill Crist will be working with the residents through outreach and community policing on the buyout properties, the town is moving forward with planning and restoration of the buyout properties.

VI. Audience Business

1. LaVern Johnson, Lyons, stated the opening of LaVern M. Johnson Park was a success and it was a beautiful day. Ms. Johnson stated it is okay for people to still call the park Meadow Park if they want to. Ms. Johnson stated she is honored to have the park named after her and would elaborate more on Good Old Days.

Ms. LaVern also asked the BOT to support the SCFD tax that will be on the November Ballot.

2. Amy Reinholds, Lyons, stated she is concerned about the BOT promoting overbuying and building an ADU to supplement housing and encouraging people to buy something they can't afford. Ms. Reinholds asked the BOT to focus on affordable housing.

VII. Board and Commission Updates

1. Ecology Board - Chair Steve Simms asked to reschedule to the October 3, 2016

**Motion:** Trustee Karavas moved to close as the BOT and reopen as the Lyons Liquor Authority.

**Action:** Approve, **Moved by** Trustee Mike Karavas, **Seconded by** Trustee Jim Kerr.

Motion passed unanimously.

VIII. Lyons Liquor Authority

1. Special Events Permit Lyons Farmette/Boulder County Arts Alliance

Town Administrator Simonsen presented the Special Events Permit for the Boulder County Arts Alliance to be held at the Farmette and they are asking that the security requirement be waived for this event.

After BOT/Staff discussion concerning the event the BOT agreed to approve the application scheduled for October 13, 2016 with staff confirming the location of the event, posting notice at the appropriate site and the applicant submitting an accurate map, the BOT will waive security for the event.

**Motion:** Trustee Karavas moved to approve the application scheduled for October 13, 2016 with staff confirming the location of the event, posting notice at the appropriate site and the applicant submitting an accurate map, the BOT will waive security for the event.

**Action:** Approve, **Moved by** Trustee Mike Karavas, **Seconded by** Trustee Jim Kerr.

Motion passed unanimously.

**Motion:** Trustee Karavas moved to close as the Lyons Liquor Authority and reopen as the BOT

**Action:** Approve, **Moved by** Trustee Mike Karavas, **Seconded by** Trustee Jim Kerr.

Motion passed unanimously.

IX. Consent Agenda

1. September 2016 Accounts Payable

2. September 6, 2016 BOT Meeting Minutes

3. July 2016 DRAFT Financials, Roll Up Reports and Sales Tax Report

**Motion:** Trustee Waugh moved to approve the Consent Agenda.

**Action:** Approve, **Moved by** Trustee Juli Waugh, **Seconded by** Trustee Barney Dreistadt.

Motion passed unanimously.

BOT and Staff discussion included sales tax revenue, excise tax on retail marijuana, the possibility of removing the 1000 ft rule between marijuana businesses, if the BOT were to decide keep back ¼% off the excise tax on marijuana for a particular use could a separate account be made to keep track of the amount, and the new Fund 22 for loan proceeds/flood proceeds for business recovery. The BOT asked Finance Director Cavalier to find out if the total marijuana tax can be disclosed since there are only two businesses.

X. General Business

1. Discussion/Direction re: ADU Workshop



Flood Recovery Manager Manley, recapped the workshop discussion concerning ADU's. Mayor Pro Tem Greenberg asked the BOT for clear, concise direction for staff and the Boards and Commissions to move forward. BOT discussion concerning the town attorney had not seen the final review of the PCDC recommendations. Town Attorney Guckenberger will put the recommendations in ordinance form to be reviewed by the PCDC and presented to the BOT. FRM, Manley stated this will help the housing stock and is a goal of the Comprehensive Plan.

Mayor Pro Tem Greenberg expressed his concerns about not requiring a tap fee, owner occupancy, a higher usage fee of over 270,000 gallons of water used, are we encouraging over buying, managing rental prices/rent control rather than eliminating fees for taps. Trustee Waugh stated it is the intention of the Comprehensive Plan to not just encourage affordable housing it was to preserve diverse housing in Lyons, with the market shutting down middle and lower class families this is a good pursuit to preserve diversity. Trustee Dreistadt stated he agrees with Trustee Waugh, teachers, nurses, law enforcement and others are in that middle category, it would be good to have those individuals living here and own a home if an ADU can help them by removing the tap fee, ongoing opportunities start as a foundation, we may need to tweak and modify as we move forward with ADU enablement. Trustee Miller stated there needs to be more research on owner occupied with an ADU. FRM, Manley stated most other towns have a stipulation concerning reduced tap fees if not owner occupied. Town Administrator Simonsen stated if not an accessory to the primary dwelling then it should be zoned R-2. Trustee Dreistadt stated there would be a potential for corporate buyout if we don't state owner occupied, this will come up when we discuss Air B&B. Trustee Kerr stated some jurisdictions limit the number, requiring owner occupied would limit the number, we would want to keep as much owner occupancy as we can. Trustee Karavas stated this is a great starting point; other towns are doing the same and are controlling the number of ADU's with owner occupancy. Mayor Pro Tem Greenberg stated owner occupancy then they need to rezone, I am in favor of owner occupancy. Mayor Pro Tem Greenberg asked are we encouraging over buying, no policy is without risk we can't control the choices people make, maybe we should consider rent controls for a period of time to present affordability. Trustee Miller stated the town is in dire need of affordable housing, if the ADU is detached who would pay for the splitting of the pipes. FRM, Manley stated part of adding the second tap kicks in the water share, the cost goes beyond what we charge in our code, we need to do more research on two meters on one tap. Trustee Miller suggested signing up for two years of affordable housing in exchange for tap fees. Trustee Kerr stated how do you determine the affordable rate and what about location as some locations may not be the best for the town. Trustee Miller stated the HUD case study where ADU's were specifically studied show a big difference in the community. Town Administrator Simonsen stated she would see if there is any funding to supplement/encourage. FRM, Manley stated a program could be created with a pot of money to subsidize, qualifying would be based on income this would not have to be tied to the code change this could be policy versus ordinance. Trustee Waugh stated we need to address the number of non related occupants sharing a house and the definition of family. Town Administrator Simonsen stated the BOT needs to consider every single person would add one vehicle, there would need to be one off street parking space per ADU. Trustee Dreistadt stated since the size of the ADU is determined by the size of the primary home we could have a lot of housing for low paying jobs in the area. Trustee Dreistadt asked if you have one parent and children, then another parent unrelated to the children, it would be one parent not related to the children you could have 5 unrelated. Mayor Pro Tem Greenberg stated the PCDC may want to have a conversation concerning number of unrelated persons living in a unit. FRM, Manley stated the PCDC considered less than 8 but more than 3. Trustee Miller asked if the number of bedrooms should be a factor. Discussion on the number of ADU's that are flying under the table and how to bring them to the table, it is a safety issue, we need to be able to put an address to them for the safety and welfare of the occupants should an emergency occur and consider square footage per person and maximum water usage per household and ethical ways to charge your tenants their portion of the utilities.

The BOT agreed, and the PCDC will hear the ordinance on October 10, 2016, the BOT will have first reading on October 17, 2016 and the Public Hearing/Second Reading on November 7, 2016.

## 2. Discussion and review of cash flow spread sheet

Finance Director Cavalier presented the cash flow spread sheet for the disaster recovery and the expenditure schedule. BOT/Staff discussion included the process, what is expected to be expended and reimbursed; the State is working on their side of the cash flow spread sheet (the town side has been updated), in the long run will the town be able to do everything that needs to be done and pay what would need to be paid back to the State for the loans they have given town, is there enough money to make payroll and pay the bills. Finance Director Cavalier stated yes there is enough to make payroll and pay the bills, however we are watching the cash flow very carefully as we move forward with contracts, without knowing the reimbursement schedule from the State, the town can't sign contracts if the money is not there to pay the contractor, we are watching this very carefully. Finance Director Cavalier stated with the cash flow spread sheet and the State reviewing monthly it will help the town schedule the remaining projects that need to be completed. Finance Director Cavalier is to keep the BOT informed of the cash flow.

## 3. Grant Audit Process

Town Administrator Simonsen stated there have been public concerns about the OIG audit. Town Administrator Simonsen stated that due to the many grants with various agencies the town is constantly going through an audit. Town Finance Director Cavalier stated the OIG Audit was through December 2015 and was finalized in April of 2016, an email was sent to the BOT at that time that summarized the audit and was then presented at a staff meeting, it is public record. Mayor Sullivan responded to Facebook inquiries. Town Administrator Simonsen stated there are 3 levels of audits, this was a capacity audit, to see if we have the capacity to handle the grants, the town was happy to have the audit, there will be another one sometime in 2017 and then another in 6 years. (OIG is auditing FEMA) Town Administrator Simonsen reported there will be regular Audits conducted, single audits on projects over \$750K, DHSEM Audit as follow up to 2014 Audit findings, Site Monitoring visit on current projects – 3 findings / 7 suggestions, DOLA / PA / DR regular audits the town is consistently being audited and improving the processes.

Trustee Dreistadt stated he is pleased to say that Staff has kept the BOT informed of the OIG Audit/Findings and feels the town is on solid ground, the town is being transparent. Trustee Dreistadt stated he appreciates all that staff does. Town Administrator Simonsen stated we have tried in the past to form an Audit Committee to review local finances and have not been able to get members, staff would like to get this going again we need 5 members. (this request will be put on the web site)

## 4. Audit Presentation and Acceptance of the 2015 Audit by Poysti & Adams.

 Finance Director Cavalier reported at the September 12, 2016 BOT workshop James Ray from Poysti and Adams presented the 2015 Audit to the BOT. Finance Director Cavalier presented the highlights from the 2015 Audit. Finance Director Cavalier stated there was one material weakness: \$1.2M in journal audit entries with five times more funds, one significant deficiency: Overstated SEFA on PA by \$750K. Auditor may have understated 2014 (Meeting with auditor on September 20 to determine under/overstatement. May even out between 2014 / 2015), staff will be staff solely focused on audit oversight, a Finance Clerk has hired recently to assist with paper compliance, will possibly need to hire another person Jan – March to assist with audit prep, monthly reconciliation in many areas and has already been allocated, TABOR and its applicability to our recovery, the towns \$6 million in liabilities does not have to go to the voters because it is an anticipated reimbursement, we are being very cautious with cash flow.

**Motion:** Trustee Dreistadt moved to accept the independent audit report dated August 29, 2016, knowing that findings may be adjusted and if improved accepted by the BOT.

**Action:** Approve, **Moved by** Trustee Barney Dreistadt, **Seconded by** Trustee Jim Kerr. Motion passed unanimously.

XI. Items Removed from Consent Agenda – no items were removed from the Consent Agenda

XII. Trustee Reports (5 minutes per person)

Trustee Karavas stated he would be attending the Ecology Board meeting and thanked Finance Director Cavalier for all his hard work on the audit.

Trustee Waugh stated EDC did not meet this week and wanted to clarify that the meetings are on Wednesdays.

Trustee Kerr stated he would be attending the UEB meeting this week.

Trustee Dreistadt stated Thursday, September 29, 2016, would be the last Last Thursday Art Stroll.

Trustee Miller stated Habitat for Humanity is in need of volunteers to work on Mark Bray's home.

Trustee Miller stated she would be attending the HSAC meeting this week.

Mayor Pro Tem Greenberg stated he had met with SFC and they would like to meet with event coordinators to see how they could meet zero waste goals.

Town Administrator Simonsen stated she would have the Parks Dept include the policy and forms to the event packets and shelter rentals.

Mayor Pro Tem Greenberg stated SFC is also working on transportation alternative for continuing the Ecopass.

BOT discussion concerning the SVVSD Bond, the BOT agreed to put a resolution of support on the October 3, 2016 BOT meeting

XIII. Summary of Action Items

- ✓ Town Attorney Guckenberger - timing for occupancy tax election - November or April even year at the towns regular election.
- ✓ Town Finance Director Cavalier – can the town disclose total marijuana tax revenue with only two businesses and will actively pursue putting together an Audit Committee
- ✓ Parks Director Cosgrove will work with SFC Coordinator Toby Russell to add Zero Waste Policy and Forms to the Special Events Permits
- ✓ Parks Director Cosgrove will look at the different grants associated with the parks to see if they would support a use fee
- ✓ Staff to further explore ADU's – see notes under General Business Discussion/Direction ADU Workshop
- ✓ Draft Resolution to support SVVSD Bond Issue for the October 3, 2016 BOT meeting
- ✓ Contract for building services on October 3, 2016 BOT Meeting.

XIV. Adjournment Trustee Waugh moved to adjourn at 10:28 pm with Trustee Karavas seconding the motion with all voting in favor thereof.

The Town of Lyons will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. Persons needing accommodations or special assistance should contact the Town at [hr@townoflyons.com](mailto:hr@townoflyons.com) as soon as possible, but no later than 72 hours before the scheduled event."

Respectfully submitted by;

---

Deb Anthony, MMC – Town Clerk

---

Mayor Connie Sullivan

**Agenda Item No: IX -3**  
**Meeting Date: October 3, 2016**

**Subject: Resolution 2016 – 83**

**Presenter: Victoria Simonsen**

**Background:**

This is the fourth lease between the Town and St Vrain Valley School District for the building that houses the Redstone Museum/Historical Society, the term shall be 10 years, commencing at 12:00 PM on May 1, 2017, and ending at 12:00 PM on May 1, 2027.

The changes from the last lease agreement are the following;

- ✓ Town and Historical Society agree to pay the District the sum of one dollar (\$1.00) for the term of the lease as rent,
- ✓ District shall, pursuant to law, have the right to terminate this lease at 12:00 PM on May 1, 2027, by giving written notice of such termination within 180 days of the District's receipt of such notice to extend this lease. (this was previously 90 days,
- ✓ repair and maintenance shall include the 10' x 81' asphalt drive serving the southwest entrance. installed and donated by Western Mobile Boulder, Inc., in July 1997), (the town is responsible for the repair and maintenance)
- ✓ Colorado Governmental Immunity Act, Section 24-10-114 et seq., C.R.S., as from time to time amended (\$350,000 per claimant and \$990,000 per occurrence, on May 1, 2017) - the numbers per claimant and occurrence were updated per C.R.S.,
- ✓ The District may, at any time terminate this lease by giving the Society and Town 120 days notice by registered or certified mail of its intention to do so in the event the complete terms, conditions and covenants of this lease agreement are not fully complied with by the Society and Town – was previously 2 months,

**TOWN OF LYONS, COLORADO  
RESOLUTION NO. 2016-83**

**A RESOLUTION APPROVING A LEASE AGREEMENT FOR THE 1881 SCHOOL  
BUILDING, AKA LYONS REDSTONE MUSEUM**

WHEREAS, the Town of Lyons has the authority to enter into contracts and specifically to enter into leases of real and personal property pursuant to C.R.S. § 31-15-101(1)(d); and

WHEREAS, the Town, the Lyons Historical Society, Inc. and the St. Vrain Valley School District RE-1J previously entered into a Lease Agreement concerning the 1881 School Building, Lyons, Colorado, AKA Lyons Redstone Museum ("1881 School Building"), for a term of ten (10) years, which will expire on May 1, 2017; and

WHEREAS, the Board of Trustees desires to enter into another Lease Agreement with the St. Vrain Valley School District RE-1J for the 1881 School Building effective May 1, 2017, subject to the terms and conditions of the attached Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, THAT:

Section 1. The Board of Trustees hereby approves the attached Lease Agreement concerning the 1881 School Building, AKA Lyons Redstone Museum. The Board of Trustees further authorizes the Mayor to execute the Lease Agreement and the Town Clerk to attest such execution.

ADOPTED THIS 3rd DAY OF OCTOBER, 2016.

**TOWN OF LYONS, COLORADO**

\_\_\_\_\_  
Connie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Deb Anthony, MMC - Town Clerk

**LEASE AGREEMENT**  
**THE 1881 SCHOOL BUILDING, LYONS COLORADO**  
**AKA LYONS REDSTONE MUSEUM**

This agreement is made and entered into this first day of May, 2017, between ST. VRAIN VALLEY SCHOOL DISTRICT RE-IJ and the LYONS HISTORICAL SOCIETY INC. ("Society") and the TOWN OF LYONS ("Town").

**WITNESSETH:**

That the District, for and in consideration of the covenants and agreements herein mentions, to be kept enforced by the Society and Town, their successors and assigns hereby leases unto the Society and Town, all those premises situated, lying and being in the Town of Lyons, of County of Boulder, and State of Colorado, known and described as follows, to wit:

*The 1881 Lyons School Building, Lyons, Colorado*

1. Term of Lease. The term of this fourth lease shall be 10 years, commencing at 12:00 PM on May 1, 2017, and ending at 12:00 PM on May 1, 2027. The Town and Society agree to pay the District the sum of one dollar (\$1.00) for the term of the lease as rent.
  
2. Option to Extend. At the expiration of this term, if this lease shall then be in full force and effect, and the Society and Town shall have fully performed all of its terms and conditions, the Society and Town shall have the option to extend this lease, upon the same terms and conditions, including the provision for rent, for an extended term of 10 years, to commence at 12:00 PM on May 1, 2027, and to end at 12:00 PM on May 1, 2037. The option for the extended term shall be exercised by the Society and Town by giving written notice thereof to the District not earlier than May 1, 2025 and not later than May 1, 2026; provided, however, that the District shall, pursuant to law, have the right to terminate this

lease at 12:00 PM on May 1, 2027, by giving written notice of such termination within 180 days of the District's receipt of such notice to extend this lease.

3. Condition of Property. Other than a representation that the District owns the leased premises, neither the District nor its agents have made any representations with respect to the building or land upon which it is erected, and, upon commencement of this fourth term, the Society and Town shall accept the building, improvements, and any equipment on or in the leased premises in their existing condition. In no event shall the District be liable for any defect in such property or for any limitation on its use.
4. Alterations and Improvements. No alteration, addition or improvement to the leased property shall be made by the Society and Town without the prior written consent of the District, which consent shall not be unreasonably withheld. Any alteration, addition or improvement made by the Society and Town after such consent shall have been given and any fixtures installed as a part thereof shall, at the District's option, become the property of the District upon the expiration or other sooner termination of this lease; provided, however, that the District shall have the right to require the Society and Town to remove such fixtures at the Society's and Town's expense upon such termination of this lease.
5. Repair and Maintenance; Utilities. The Society and Town shall at all times during the term of this lease, at their own expense, put and maintain in thorough repair and in good and safe condition, all buildings and improvements on the leased property (including the 10' x 81' asphalt drive serving the southwest entrance. installed and donated by Western Mobile Boulder, Inc., in July 1997), and their equipment and appurtenances, as well as comply with local and state codes or ordinances to provide the safe use of said building by the public. The District will, at its own cost and expense, maintain the grounds around the building subject to the terms of this lease, along with all

other yard work necessary, to maintain the grounds in a condition substantially similar to those conditions commonly found at other facilities owned by the District (with the exception of the 10' x 81' asphalt drive serving the southwest entrance, installed and donated by Western Mobile Boulder, Inc., in July, 1997). The Society and Town agree to pay promptly, when due and payable, all charges for lighting, electricity, water, gas, heating and other utilities.

6. Insurance.

- a. As additional rent, the Society and Town shall be liable for and agree, at their sole expense, to maintain or cause to be maintained with an insurer approved by the District:
  - i. Comprehensive general liability insurance with limits of liability of not less than the "Limitations on Judgments" stipulated in the Colorado Governmental Immunity Act, Section 24-10-114 et seq., C.R.S., as from time to time amended (\$350,000 per claimant and \$990,000 per occurrence, on May 1, 2017) for injury to persons including death resulting therefrom, and for damage to the property of others.
  - ii. All risk property insurance on the leased premises in amounts equal to 100 percent of the full replacement cost of the building and any improvements. The Town and the Society shall make arrangements to insure the museum contents.
- b. All policies of insurance provided for or contemplated by this paragraph shall add the respective parties as insureds or additional insureds, as their respective interests may appear. In addition, all of such policies shall contain an endorsement by the respective insurance companies providing that no cancellation thereof shall be effective until at least ten days after receipt by the parties of written notice thereof. All insurance companies must be approved in writing by the District, and the Society and Town shall provide the District with copies of any and all policies on or before

the occupancy date and on or before the effective date of new or renewal policies during the term of this lease.

7. Indemnification. To the extent permitted by law, the Society and Town shall:
- a. defend, indemnify, and hold the District harmless against any and all claims, damages and lawsuits arising after the occupancy date of this lease, and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or from loss of life sustained in or about the leased premises not directly the result of the District's failure to maintain and repair the grounds around the building, as required by this lease agreement.
  - b. agree to save the District harmless from, and indemnify the District against, any and all injury, loss, or damage, or claim for injury, loss or damage, of whatever nature, to any person or property caused by, or resulting from any act, omission or negligence of the Society or Town or any employee or agent of the Society or Town.
  - c. as a material part of the consideration to be rendered to the District, except for the District's intentional or negligent conduct, hereby waive all claims against the District for damages to goods, wares and merchandise in, upon or about said premises from any cause arising at any time.
  - d. hold the District harmless from any damage or injury to any person or to the goods, wares or other personal property and merchandise of any person arising from the use of the leased premises by or under the Society or Town or from the failure of the Society or Town to maintain the leased premises in the manner herein required.

e. that the obligation of the Society and Town to indemnify the District shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made.

8. Immunity. The parties hereto understand and agree that the District and Town are relying on, and do not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, agents, volunteers or their employees.

9. Restrictions on Use. The Society and Town may use the leased property solely for the following purposes, and no others. The Society and Town shall not put the leased premises to any other use prior to obtaining written approval from the District.

a. As a museum to keep the history of Lyons and its area for the preservation thereof for all citizens and future generations, including designated areas to be used in conjunction with the museum for office space, storage, the making of repairs and preparation of exhibits.

b. As a meeting room which, at the discretion of the Society and Town, may be rented for a nominal fee to various organizations and individuals seeking the use of said facilities. Rentals of this nature shall be at the discretion of the Society and Town.

c. As an area for the sale of historical, cultural and educational items, including the dissemination of tourist information, subject to the discretion of the Society and Town.

d. As an area to be used for various fund raising projects by the members of

the Lyons Historical Society, Inc.

10. Right of Entry. The District, or its agents, shall have the right to enter the leased property at all times for the purpose of examining it and to make a self-determination upon the progress being made by the Society and Town. The District's right of reentry shall not be deemed to impose upon the District any obligation, responsibility or liability for the care, supervision or repair of the leased property other than is herein provided.
11. Termination. The District may, at any time terminate this lease by giving the Society and Town 120 days notice by registered or certified mail of its intention to do so in the event the complete terms, conditions and covenants of this lease agreement are not fully complied with by the Society and Town. In such event, this lease shall thereupon terminate as though that were the date herein definitely fixed for the expiration of the term, and the Society and Town shall surrender the premises, and the District shall immediately be entitled to recovery of possession of the premises in the manner herein provided. It is specifically understood however, that in the event of breach by the Society and Town of any of the terms, conditions or covenants of this lease, the only remedy available to the District shall be repossession of the leased premises, and no action for damages shall lie against either the Society or the Town, except for utility and other charges which may constitute a lien against the premises.
12. Assignment and Subletting. The Society and Town shall have the right to assign this lease and to sublet all or any part of the leased premises only with the prior written consent of the District, which consent shall not be unreasonably withheld. Any such assignment or subletting shall not relieve the Society and Town of any of their obligations under this lease.
13. Integration and Amendment. The parties agree that this writing

represents the entire agreement between them and that there are no oral or collateral agreements or understandings of any kind or character except those contained herein. Neither this agreement nor any term or provision hereof may be changed, waived, discharged or terminated orally, or in any manner other than by instrument in writing signed by the parties or their duly authorized agents. In the event that any provision of this lease shall be held invalid or unenforceable, no other provision of this lease shall be affected by such holding, and all of the remaining provisions of this lease shall continue in full force and effect pursuant to the terms hereof.

*Signature page to follow*

IN WITNESS WHEREOF, the parties hereto have unto set their hands and seals the day and year first above written.

ST VRain VALLEY SCHOOL DISTRICT RE1-J

BY: \_\_\_\_\_

ATTEST BY:

\_\_\_\_\_

Secretary

LYONS HISTORICAL SOCIETY, INC.

BY: \_\_\_\_\_

LaVern M. Johnson, President

ATTEST BY:

\_\_\_\_\_

Secretary

TOWN OF LYONS

BY: \_\_\_\_\_

Mayor

ATTEST BY:

\_\_\_\_\_

Town Clerk

**Agenda Item No: IX -4**  
**Meeting Date:** October 3, 2016

**Subject:** Consideration of Resolution 2015- 82 a Resolution approving an agreement for Animal Services with the Longmont Humane Society, INC for 2017.

**Presenter:** Deb Anthony, Town Clerk

**Background:** The Town of Lyons has had an agreement with the Longmont Humane Society for several years. It covers the care of animals of stray and surrendered animals from Lyons that are delivered to the LHS.

The Town agrees to pay the Longmont Humane Society \$4,650.00 for the calendar year of 2017 at \$387.50 per month. (the fees are the same as 2016 – no increase for 2017) The Humane Society is entitled to collect from the owner/keeper of an animal all reasonable and necessary costs associated with providing emergency treatment of an impounded animal.

Paying the Longmont Humane Society a fee per month has saved the Town money versus paying per animal.

Longmont Humane Society records show they took in 27 animals on behalf of Lyons in 2015 and year to day for 2016 they have taken in 20 animals.

**2017 CONTRACT BETWEEN THE TOWN OF LYONS AND  
THE LONGMONT HUMANE SOCIETY, INC.**

THIS Contract is made and entered into by and between the Town of Lyons, a Colorado municipal corporation (Town), and the Longmont Humane Society, Inc., a Colorado non-profit corporation (Society);

WHEREAS the Society provides the services stated in **DUTIES** to the Lyons community; and

WHEREAS in order for the Society to function properly and provide important services to the Lyons community, it is necessary to provide funds to Society for its services which are deemed to be both desirable and essential for the immediate protection and preservation of the public health, safety, and general welfare of the citizens of Lyons; and

WHEREAS the Society has established and is maintaining a shelter and impoundment facility where animals which have been impounded pursuant to Town ordinances are cared for or disposed of pursuant to said ordinances; and

WHEREAS the Town believes that the Society is an appropriate designated animal shelter and interested in the humane care and treatment of animals; and

WHEREAS Society is willing to furnish the services identified in **DUTIES** on behalf of the Town and the Town may, as authorized by ordinance, contract for such services.

NOW, THEREFORE, in order to provide necessary services for the benefit of the Town and its inhabitants, the Town and the Society mutually agree as follows:

TERM. The term of this contract is from January 1, 2017 through December 31, 2017.

DUTIES: Society agrees to provide the services described below. The Town has authorized \$4,650 in its 2017 budget to provide the services described in this contract. The Town shall pay said \$4,650 in twelve equal monthly installments of \$387.50 each to be made no later than the 10th of each month during the term of this contract. It is the understanding of the parties that the payments identified herein shall constitute the total compensation payable by the Town for the services identified herein and provided by Society.

The Society shall be entitled to collect from the owner or keeper of an animal all reasonable and necessary costs associated with providing emergency treatment of an impounded animal.

The Society agrees to furnish and provide the following:

- All physical plant facilities and equipment necessary for the efficient, humane, and effective operation of an animal shelter in compliance with all Town of Lyons ordinances and laws of the State of Colorado thereto applicable;
- Competent veterinary medical care for all animals impounded at its facility through the availability of the professional services of a doctor of veterinary medicine licensed to so practice in the State of Colorado; and

- All medical supplies, professional instruments, and equipment necessary for the efficient and effective operation of an animal shelter, along with such facilities as may be required for the disposal of dead animals consistent with public health and safety.

In operating and managing the animal shelter, the Society, shall:

- Conduct the operations of said animal shelter within and upon the premises generally described as the Longmont Humane Society, Longmont, Colorado;
- Maintain at all times such facilities of the Society in a clean and sanitary condition;
- Accept from Town officials or private citizens for impoundment, dogs, cats and other domestic small mammal companion animals. No barnyard, reptiles, birds or other animals are provided for within this contract. The Society shall also accept such dead animals from any authorized representative of the Town. The Town, however, shall be responsible for obtaining veterinary services for any animal injured or in immediate need of veterinary care prior to submittal of such animal by the Town for impoundment to the Society as may be required, such initial treatment to be at the sole expense of the Town.
- Establish, keep and maintain a daily register of all animals placed by the Town into and released from the animal shelter; provide whatever form(s) deemed necessary by the Society for recording information on all impounded animals;
- Not release or otherwise dispose of any living domestic animal placed by the Town with the Society, until all fees prescribed and applicable state laws have been satisfied;
- Each animal impounded and placed with the Society pursuant to this agreement may be reclaimed by the owner during the impoundment period upon verification of ownership. In the case of dogs, the owner must first show proof of current, valid rabies vaccination as required under Lyons code Sec. 7-103. License application; rabies vaccination, or in the alternative, must purchase a Rabies Voucher to be used to obtain a current vaccination.

**ACCEPTANCE OF STRAY ANIMALS.** The Town acknowledges that the Society accepts stray or abandoned animals brought to the Society by the citizens of Lyons, including animals received from Lyons Police Department personnel in the performance of their duties. Funding for this responsibility is included in this agreement under **DUTIES**. The Society shall be entitled to collect from the owner or keeper of an animal, all reasonable and necessary costs associated with providing emergency treatment of an impounded animal. The Society does NOT work with reptiles and amphibians.

**INTEGRATED AGREEMENT AND AMENDMENTS.** This contract is an integration of the entire understanding of the parties with respect to the matters set forth herein. This contract cannot be altered or amended except in writing, and signed by duly authorized representatives of the respective parties.

**STATUS OF SOCIETY.** The Society shall perform all services under this contract as an independent Society and not as an agent or employee of the Town. It is mutually agreed and understood that nothing contained in this contract is intended or shall be construed as in any way

establishing the relationship of co-partners or joint ventures between the parties hereto, or as construing the Society, including its agents and employees, as an agent of the Town. The Society shall remain an independent and separate entity. The Society shall not be supervised by any employee or official of the Town, nor will the Society exercise supervision over any employee or official of the Town. The Society shall not represent that Society is an employee or agent of the Town in any capacity. **The Society is not entitled to Town workers' compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this contract, if applicable.**

PERSONNEL. Society agrees to provide competent personnel with expertise in the delivery of the scheduled services to achieve and maintain a highly professional and competent level of services.

INDEMNITY. The Society shall fully indemnify and hold the Town harmless from all claims, actions, suits, liability, losses, costs, expenses and/or damages of any kind whatsoever which may occur to or be suffered by any person (including, but not limited to the Society, its agents, employees, Society's tenants, invitees, licensees, successors or assigns) arising out of or in connection with its use and occupation of any Town facilities and/or any activities undertaken pursuant this contract, except only for those losses resulting solely from the negligence of the Town. Upon commencement of any such suit or action against the Town, the Society shall provide prompt notice to the Town, and shall defend the same at its own cost and expense. If a judgment shall be rendered against the Town in such an action or suit, the Society shall fully satisfy the judgment within ninety (90) days after the same has been conclusively determined.

TERMINATION. This contract may be terminated at the sole discretion of the Town for any violation by the Society of any of the terms and conditions of this contract, including the reduction or discontinuance of the services listed in **DUTIES**. This contract shall be subject to termination by either party in the event of the failure of the other party to perform any of the terms herein set forth. In such event, written notice shall be given to the other, and if the conditions of noncompliance specified in such notice are not corrected within 60 days of the date of such notice, this contract shall be terminated and of no further effect at the option of the party not in default of the terms herein contained. Notice shall be mailed to the respective parties at the following addresses unless written notice of change of address is given:

<u>Town</u>	<u>Society</u>
Town of Lyons	Executive Director
PO Box 49	Longmont Humane Society, Inc.
c/o Deb Anthony, Town Clerk	9595 Nelson Road
Lyons, Colorado 80540	Longmont, Colorado 80501

PROVISIONS CONSTRUED AS TO FAIR MEANING. The provisions of this contract shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question.

**HEADINGS FOR CONVENIENCE.** All headings, captions and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this contract.

**COMPLIANCE WITH ORDINANCES AND REGULATIONS.** The Society shall perform all obligations under this contract in strict compliance with all federal, state, and Town laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the Society's services under this contract, and specifically, shall not discriminate against any person on the basis of age, ancestry, color, creed, sex, race, religion, national origin, disability, or as otherwise prohibited by law.

**NO IMPLIED REPRESENTATIONS.** No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this contract.

**NO THIRD PARTY BENEFICIARIES.** None of the terms or conditions in this contract shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or the Society receiving services or benefits under this contract shall be only an incidental beneficiary.

**FINANCIAL OBLIGATIONS OF TOWN.** All financial obligations of the Town under this contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this contract shall be deemed a pledge of the Town's credit or a payment guarantee by the Town to the Society. If appropriated funds are not available, both parties shall be relieved of their obligations hereunder.

**WAIVER.** No waiver of any breach or default under this contract shall be a waiver of any other or subsequent breach or default.

**SEVERABILITY.** Invalidation of any specific provisions of this contract shall not affect the validity of any other provision of this contract.

**GOVERNING LAW.** This contract shall be governed and construed in accordance with the laws of the State of Colorado.

**AUTHORITY.** The parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this contract for them and to bind them to its terms.

**UNLAWFUL EMPLOYEES, SOCIETYS AND SUBSOCIETYS.** Society shall not knowingly employ or contract with an illegal alien to perform work under this contract. Society shall not knowingly contract with a sub-contractor that (a) knowingly employs or contracts with an illegal alien to perform work under this contract or (b) fails to certify to the Society that the sub-contractor will not knowingly employ or contract with an illegal alien to perform work under this contract.

**VERIFICATION REGARDING ILLEGAL ALIENS.** Society has confirmed the employment eligibility of all employees newly hired for employment to perform work under this contract through participation in either the E-verify program administered jointly by the United States

Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

LIMITATION REGARDING E-VERIFY PROGRAM. Society shall not use E-verify program procedures to undertake preemployment screening of job applicants while performing this Contract.

DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS. If the Society obtains actual knowledge that a sub-contractor performing work under this contract knowingly employs or contracts with an illegal alien, the Society shall, unless the sub-contractor provides information to establish that the sub-contractor has not knowingly employed or contracted with an illegal alien:

1. Notify the sub-contractor and the Town within three days that the Society has actual knowledge that the sub-contractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the sub-contractor if, within three days of receiving notice, that the Society has actual knowledge that the sub-contractor is employing or contracting with an illegal alien, the sub-contractor does not stop employing or contracting with the illegal alien.

DUTY TO COMPLY WITH STATE INVESTIGATION. The Society shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

DAMAGES FOR BREACH OF CONTRACT. In addition to any other legal or equitable remedy, the Town may be entitled to for a breach of this contract, if the Town terminates this contract, in whole or in part, due to Society's breach of any provision of this contract, Society shall be liable for actual and consequential damages to the Town.

Executed this \_\_\_ day of \_\_\_\_\_, 201\_.

*REMAINDER OF PAGE LEFT BLANK INTENTIONALLY*

*SIGNATURE PAGE TO FOLLOW*

TOWN OF LYONS

LONGMONT HUMANE SOCIETY

\_\_\_\_\_  
Town Administrator/Mayor

\_\_\_\_\_  
Executive Director

State of \_\_\_\_\_ )  
) ss:  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
(Name of party signing)  
as \_\_\_\_\_ of Longmont Humane Society, Inc., a Colorado  
(Title of party signing) (Name of corporation) (State of incorporation) Non-  
profit corporation, on behalf of the corporation, this \_\_\_\_ day of \_\_\_\_\_, 201\_.

Witness my hand and official Seal.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_

Notary Public

**TOWN OF LYONS, COLORADO  
RESOLUTION 2016-82**

**A RESOLUTION APPROVING AN AGREEMENT FOR ANIMAL SERVICES  
BETWEEN THE TOWN OF LYONS AND THE LONGMONT HUMANE SOCIETY,  
INC. FOR 2017**

WHEREAS, the Town of Lyons possesses the authority to contract for lawful purposes and specifically to manage and control animals pursuant to its general police powers as set forth in C.R.S. § 31-15-401(1)(m); and

WHEREAS, the Town of Lyons has contracted with the Longmont Humane Society, Inc. to assist the Town in the sheltering of stray and unclaimed animals, and desires to continue that contractual relationship for the 2017 calendar year, subject to the terms and conditions of the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS THAT:

Section 1. The Board of Trustees hereby approves the attached Agreement between the Longmont Humane Society, Inc. and the Town of Lyons, and further authorizes the Mayor to execute and the Town Clerk to attest the Agreement

ADOPTED THIS 3<sup>rd</sup> DAY OF OCTOBER 2016.

TOWN OF LYONS, COLORADO

\_\_\_\_\_  
Connie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Deb Anthony, MMC – Town Clerk

Resolution 2016-86

November 30, 2015

Electrical Systems Design at Wastewater Treatment Plant – LY15 Flood Recovery

**Background Information:**

Professional Electrical Engineering design services are required as part of the Flood Recovery project approved at the Wastewater Treatment plant. This is a FEMA funded project that will be reimbursed to the Town per the agreements with the State. The electrical engineering design is required for the replacement of the automated gate operator, lighting and security access to the facility.

In accordance with purchasing policies for this type of project, Town staff issued a Request for Quotes on September 14, 2016 to firms listed on the attached sheet. Two firms submitted quotes. The quotes were evaluated for adherence to the scope of work and deliverables and qualifications were confirmed.

The summary of quotes is as follows:

Scope Item	FEI	SynEnergy
Preliminary Phase	\$4,320.00	\$5,418.80
Design Phase	\$4,070.00	\$7,450.85
Bidding Phase	\$1,440	(Not Listed Separately)
Construction Phase	\$6,975.00	\$677.35
	\$16,805	\$13,547.00
Start-End Design	4 weeks	8 weeks

*Note that SynEnergy proposed one final inspection and no site inspections.*

The design costs for FEI are 65% of the design costs for SynEnergy. The time to complete the design for FEI is half that of SynEnergy. SynEnergy is a DBE. The scope of work and approach for each meets the requirements and goals of the RFQ. Qualifications of each firm meet or exceed the requirements.

SynEnergy suggested Construction Phase costs be reduced to account for limited site visits to punchlist inspections. The Town has limited staff with the expertise available to oversee this work and to also complete the other aspects of construction administration such as shop drawing review and response to Contractor questions. Based on these needs, the RFQ was written to include the work and its important to enter the project knowing this service is available.

**Staff Recommendation**

Based on the information above, Staff recommendation is to award a contract to FEI for design and bid assistance at their proposed fee and construction phase services as time and materials, not to exceed the total estimate value of \$16,805. This will allow the Town to benefit from the professional engineering services needed during the construction phase and also allow provisions for utilization of Staff as available.

See attached

- Proposals
- RFQ

- Contract
- Notice of Award
- Notice to Proceed

**TOWN OF LYONS, COLORADO  
RESOLUTION 2016-86**

**A RESOLUTION ISSUING A NOTICE OF AWARD AND NOTICE TO PROCEED AND APPROVING A  
CONTRACT WITH FEI ENGINEERS, TO PROVIDE ELECTRICAL DESIGN SERVICES AT THE  
WASTEWATER TREATMENT PLANT FOR FLOOD RECOVERY PROJECT**

**WHEREAS**, the Town of Lyons was awarded a Grant from FEMA for Flood Recovery and Restoration for site improvement at the Wastewater Treatment Plant; and

**WHEREAS**, in accordance with purchasing policies, the Town issued a Request for Quotes from qualified Consultants able to complete the necessary services; and

**WHEREAS**, two qualified firms submitted quotes, one to match the request and one with a suggested alternate for one phase of the project; and

**WHEREAS**, the two proposals were evaluated by Town staff for compliance with the Request including costs and schedule; and

**WHEREAS**, Town staff determined that FEI Engineers was the lowest responsible bidder and is able to complete the work in a timely manner; and

**WHEREAS**, Town staff therefore recommends that the Board of Trustees award the contract for the Electrical Engineering Design Services at the Wastewater Treatment Plant for Flood Recovery Project study to FEI Engineers.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, THAT:**

Section 1. The Board of Trustees hereby awards the bid for Electrical Engineering Design Services at the Wastewater Treatment Plant for Flood Recovery Project study to FEI Engineers in accordance with the terms and conditions of the RFQ, authorizes Town Staff to Issue the Notice of Award and Notice to Proceed and approves the contract with FEI Engineers in an amount not to exceed \$16,805. The Mayor or Mayor Pro Tem are hereby authorized to sign the contract and any other necessary documents and the Town Clerk is authorized to attest the Mayor or Mayor Pro Tem's signature.

ADOPTED THIS 3<sup>rd</sup> DAY OF OCTOBER 2016.

TOWN OF LYONS, COLORADO

\_\_\_\_\_  
Connie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Debra K. Anthony, Town Clerk

**Town of Lyons**  
**DISASTER RECOVERY SERVICES AGREEMENT**

This DISASTER RECOVERY SERVICES AGREEMENT ("Agreement") is made and entered into this 3rd day of October 2016, by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5<sup>th</sup> Avenue, Lyons, Colorado 80540 (the "**Town**"), and FEI Engineers with offices at 5325 Valentia Way, Greenwood Village, CO (the "**Contractor**").

**WITNESSETH**

WHEREAS, the Town requires certain professional services as more fully described in Exhibit A;

WHEREAS, the Town issued a Request for Proposals for the services which are the subject of this Agreement; and

WHEREAS, the time for submittal of proposals has passed, and the Town has evaluated the proposals submitted against previously established criteria; and

WHEREAS, the Town has identified the Contractor as the most qualified responsible bidder; and

WHEREAS, the Contractor represents that it possesses the necessary qualifications to perform these services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

**1.0 SERVICES AND PURPOSE OF AGREEMENT**

- 1.1 Services. The Town desires to achieve, secure, receive, or obtain certain service(s) or work product(s) as more specifically described in **Exhibit A** (the "Services"). Exhibit A describes the requirements and deliverables required by this Agreement and is incorporated herein by reference. As an independent contractor, the Contractor offers and agrees to perform and/or deliver the Services in accordance with the terms and conditions of this Agreement. The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

- 1.2 Town Representative. The Town assigns [Representative's Name] as the Town Representative for this Agreement. The Town Representative will monitor the Contractor's progress and performance under this Agreement and shall be available to the Contractor to respond to questions, assist in understanding Town policies, procedures, and practices, and supervise the performance of any Town obligations under this Agreement.
- 1.3 Changes to Services. Any changes to the Services that are mutually agreed upon between the Town and the Contractor shall be made in a formal writing referencing this Agreement and, only upon execution by both Parties of such formal writing, shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Town or by a person expressly authorized in writing to sign on behalf of the Town. Changes to the Services or to this Agreement shall not be made through oral agreement or electronic mail messages.
- 1.4 Meeting Attendance. The Contractor shall attend such meetings of the Town relative to the Scope of Work set forth in Exhibit A as may be requested by the Town. Any requirement made by the named representatives of the Town shall be given with reasonable notice to the Contractor so that a representative may attend.
- 1.5 Agreement to Comply with Requisite Provisions Based On Funding Source. If checked below, the Town will pay in whole or in part for the Services rendered hereunder with federal or State based grant funding. Contractor agrees to comply with all provisions set forth in any Attachment as noted and if checked)
- Attachment A, Federal Emergency Management Agency's ("FEMA") Grant Program Requirements for Procurement Contracts if FEMA funding is used for the Work
- Attachment B, Colorado Community Development Block Grant Disaster Recovery Program funds (hereinafter referred to as CDBG-DR funds) Requirements for Contracts if CDBG-DR funding is used for the Work
- 1.6 Lawful Performance. It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Lyons, Colorado.

## 2.0 COMPENSATION

- 2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the Town, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections. Compensation to be paid hereunder shall not exceed Dollars (\$ 16,805.00 ) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.

- A. Method of Compensation. The Contractor shall perform the Services and shall invoice the Town for work performed based on the rates and/or compensation methodology and amounts described in **Exhibit B** subject to the not to exceed amount set forth in this Section. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Scope of Work completed. Progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all material terms of this Agreement and the delivery of all improvements embraced in this Agreement.
- B. Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work or Services as set forth in Exhibit A. The total amount of final payment shall consist of the compensation set forth in paragraph 2.1, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor.
- C. Should work beyond that described in Exhibit A be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies.
- D. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

2.2 Reimbursable Expenses. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses. If the Agreement is for compensation based on a time and materials methodology, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost

that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

- 2.3 Increases in Compensation or Reimbursable Expenses. Any increases or modification to the compensation or reimbursable expenses shall be subject to the approval of the Town and shall be made only by written amendment of this Agreement executed by both Parties.
- 2.4 Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town in accordance with the amendment requirements of this Agreement. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all appropriate measure(s) of Contractor work effort (e.g., task completion, work product delivery, or time) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice. All Town payments for Services rendered pursuant to this Agreement shall be issued in the business name of Contractor only, and in no event shall any such payments be issued to an individual. In no event shall any Town payments to Contractor be in the form of or based upon a salary or an hourly wage rate.
- 2.5 Town Dispute of Invoice or Invoiced Item(s). The Town may dispute any Contractor compensation and/or reimbursable expense requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the Town, the Town shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The Town shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the Town disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the Town following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.

### **3.0 CONTRACTOR'S REPRESENTATIONS AND OFFERED PERFORMANCE**

The Contractor offers to perform the Services in accordance with the following Contractor-elected practices and procedures. By this Agreement, the Town accepts such offer and the following are hereby made part of the terms and conditions of this Agreement:

- 3.1 General. The Contractor shall become fully acquainted with the available information related to the Services. The Contractor shall affirmatively request from

the Town Representative and the Town such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. The Contractor shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. The Contractor shall provide all of the Services in a timely and professional manner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

- 3.2 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town. This Agreement does not require the Contractor to work exclusively for the Town. This Agreement shall not be interpreted as the Town dictating or directing the Contractor's performance or the time of performance beyond a completion schedule and a range of mutually agreeable work hours, but shall be interpreted as the Contractor's offer and Town acceptance of terms and conditions for performance. The Contractor's business operations shall not be combined with the Town by virtue of this Agreement, and the Town will not provide any training to Contractor, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that the Contractor may require some assistance or direction from the Town in order for the Services to meet the Town's contractual expectations. Any provisions in this Agreement that may appear to grant the Town the right to direct or control Contractor or the Services shall be construed as Town plans or specifications regarding the Services.
- 3.3 Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. **CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.** To the maximum extent permitted by law, Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the

- Town against any liability for any Employee Benefits for the Contractor imposed on the Town ; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town 's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.
- 3.4 Interaction with Public. The Contractor recognizes that its conduct during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the Town. Therefore, the Contractor offers and warrants to the Town that the Contractor, its agents and employees will conduct all of their interactions with the citizens and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the Town's public image.
- 3.5 Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.
- 3.6 Standard of Performance. In performing the Services, the Contractor warrants that it shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by highly competent members of the same profession practicing in the State of Colorado. The Contractor represents to the Town that the Contractor is, and its employees or sub-contractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Agreement. In addition, the Contractor warrants and represents that it will provide the Services in accordance with more specific standards of performance as are included within **Exhibit A**. The Contractor represents, covenants and agrees that the Services will be provided to the Town free from any material errors. The Contractor's failure to meet or exceed any of the foregoing standards and warranties may be considered a material breach of this Agreement and may be grounds for termination of the Agreement pursuant to Section 4.0 below, in addition to any other remedies as provided in Section 9.0 below.
- 3.7 Review of Books and Records. The Contractor shall promptly comply with any written Town request for the Town or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.

- 3.8 Licenses and Permits. The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.
- 3.9 Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex 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.
- 3.10 Employment of or Contracts with Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Contractor certifies as of the date of this Agreement that it does not knowingly employ or contract with an illegal alien who will perform work under this contract for Services and that the Contractor will participate in the e-verify program or department program 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. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by such Agreement.
- 3.11 Duty to Warn. The Contractor agrees to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and/or other data supplied to the Contractor (by the Town or by any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a

material way. However, the Contractor shall not independently verify the validity, completeness or accuracy of such information unless included in the Services or otherwise expressly engaged to do so by the Town.

#### 4.0 TERM AND TERMINATION

- 4.1 Term. This Agreement shall be effective on the **Insert Date day of 20Year at 12:01 a.m.**, (the "Effective Date") and shall terminate at the earlier of the date on which all obligations of the parties have been met (to include all Services have been completed) or **11:59 p.m. on Insert Date, 20Year**, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Those provisions that survive termination, to include the indemnification obligations and any warranty obligations, shall remain in effect past termination.
- 4.2 Continuing Services Required. The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Council, Town Manager, the Town Representative, or other Town employee expressly authorized in writing to direct the Contractor's services.
- 4.3 Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:
- A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and
  - B. All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the Town and shall become the property of the Town; and
  - C. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 4.3(A) above. Such final accounting and final invoice shall be delivered to the Town within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town.

- 4.4 Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 4.4, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with this Section 4.4, nothing in this Section 4.4 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.
- 4.5 Unilateral Suspension of Services. The Town may suspend the Contractor's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.
- 4.6 Delivery of Notice of Termination. Any notice of termination permitted by this Section 4.0 and its subsections shall be addressed to the person signing this Agreement on behalf of either Town or Contractor at the address shown below or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

## 5.0 INSURANCE

- 5.1 Insurance Generally. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:
- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the

Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); or

- The Contractor shall secure and maintain the following ("Required Insurance"):
  - Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
  - Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of One Million Dollars (\$ 1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. 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 contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
  - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than Five Hundred Thousand Dollars (\$500,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
  - Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

- 5.2 Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this Section 5.0 and its subsections, insurance shall conform to all of the following:
- A. For both Contractor Insurance and Required Insurance, all policies of insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the Town shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any Town-obtained insurance policy or coverage.
  - B. For both Contractor Insurance and Required Insurance, the Contractor shall be solely responsible for any deductible losses.
  - C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
  - D. For Required Insurance, every policy of insurance shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy or in the alternative, the Contractor shall provide such notice as soon as reasonably practicable and in no event less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.
- 5.3 Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section 5.0 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town 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 Town shall be repaid by Contractor to the Town immediately upon demand by the Town, or at the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.
- 5.4 Insurance Certificates. Prior to commencement of the Services, the Contractor shall submit to the Town certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 5.0 and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the Project Name as identified on the first page of this Agreement. The Town may request and the Contractor shall provide within three (3) business days of such

request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

## **6.0 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE**

- 6.1 Notices of Claim. A Party shall notify the other Party immediately and in writing in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.
- 6.2 Claims Challenging Town Law, Ordinance, Rule, or Policy/Procedure. In the event any claim is asserted by a third-party against the Town and/or the Contractor alleging that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, then:
- A. The Contractor shall not be entitled to and shall not defend such claim; and
  - B. The Town may, at its sole discretion, elect to defend, not defend, settle, confess, compromise, or otherwise direct the manner in which such claim is addressed; and
  - C. The Contractor shall reasonably cooperate with the Town in any Town defense of such claim although the Contractor shall bear any cost or expense incurred by the Contractor in such cooperation, including but not limited to the Contractor's cost and expense incurred in consultation with its own legal counsel; and
  - D. Only if authorized by law and without waiving the provisions of the Colorado Constitution or the Colorado Governmental Immunity Act, the Town shall indemnify and hold Contractor harmless for any damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of such claim.
- 6.3 Indemnification for Certain Claims. For any claim not within the scope of Section 6.2 above, Contractor expressly agrees to indemnify and hold harmless the Town, and any of its council members, board members, commissioners, officials, officers, agents, Contractors, attorneys, or employees from any and all damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any intentional, reckless, negligent or tortious conduct, error, omission, or act of commission by Contractor or any of its employees, agents, or others acting on Contractor's behalf in performance of the Services. Nothing in this Agreement shall be construed as

constituting a covenant, promise, or agreement by the Contractor to indemnify or hold the Town, its elected officials, board members, commissioners, officials, officers, agents, contractors, attorneys, or employees harmless for any negligence solely attributable to the Town, its elected officials, boards, commissions, officials, officers, agents, Contractors, attorneys, or employees. The Contractor's obligation to indemnify pursuant to this Section shall survive the completion of the Services and shall survive the termination of this Agreement.

#### 6.4 Defense of Claims.

- A. Claims Against Both the Town and Contractor. In the event any claim is asserted by a third-party against both the Town and Contractor arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Town shall be entitled to elect to defend such claim on behalf of both the Town and Contractor subject to the provisions governing indemnification set forth in this Section. In the event that the Town elects to defend such claim, the Town shall consult with Contractor in such defense but the Town is entitled to exercise its independent discretion in the manner of defense, including but not limited to the selection of litigation counsel and the discretion to settle, confess, compromise, or otherwise direct and dispose of any claim. In the event that the Town elects to defend such claim, Contractor may at its own cost and expense elect to assume the defense of Contractor, in which case Contractor shall bear its own attorneys' fees, costs, and expenses in such defense and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.
- B. Claims Against Only One Party. In the event of any claim asserted by a third-party against only one Party to this Agreement arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Party shall be entitled to elect to defend such claim on behalf of such Party subject to the provisions governing indemnification set forth in this Section. Where appropriate, the defending Party may also elect to join the other Party through third-party practice or otherwise in accordance with the Colorado Rules of Civil Procedure or other applicable rules, in which case the joined Party may defend such claim subject to indemnification pursuant to this Section. In the event that a Party elects to intervene voluntarily in any claim asserted against the other Party arising out of any Party's performance of the Services or any claim that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, the intervening Party shall bear its own attorneys' fees, costs, and expenses in such intervention and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

### 7.0 RECORDS AND OWNERSHIP OF DOCUMENTS

- 7.1 Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in

accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

- 7.2 Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.
- 7.3 Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Lyons upon delivery and shall not be made subject to any copyright unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or Town contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.
- 7.4 Return of Records to Town. At the Town's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

## **8.0 FORCE MAJEURE**

Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics,

quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

## 9.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

- A. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
- B. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- C. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town ; and/or
- D. Terminate this Agreement in accordance with this Agreement; and/or
- E.  Other remedies as may be provided by attached addendum or addenda.

The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

## 10.0 MISCELLANEOUS PROVISIONS

- 10.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Council or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- 10.2 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular,

governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

- 10.3 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 10.3 shall not authorize assignment.
- 10.4 No Third-party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 10.5 Article X, Section 20/TABOR. The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Centennial, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.
- 10.6 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Boulder County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.
- 10.7 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

- 10.8 Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Contractor without the express written consent of the Town. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the Town through the authorizing agent executing this Agreement. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.
- 10.9 Interpretation and Mutual Negotiation. It is the intent of the Parties that this Agreement shall in all instances be interpreted to reflect the Contractor's status as an independent contractor with the Town and that in no event shall this Agreement be interpreted as establishing an employment relationship between the Town and either Contractor or Contractor's employees, agents, or representatives. The Parties agree that this Agreement is the result of mutual negotiation between the Parties and that the Agreement shall not be construed against the Town on grounds relating to drafting, revision, review, or recommendation by any agent or representative of the Town . The Parties further agree that all warranties in this Agreement are made by the Contractor to induce the Town to accept the Contractor's offer to enter into this Agreement and have been incorporated into the Agreement at the Contractor's request.
- 10.10 Paragraph Captions. The captions of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 10.11 Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.
- 10.12 Integration and Amendment. This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the Town and the Contractor.
- 10.13 Severability. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 10.14 Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any

incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

10.15 Notices. Unless otherwise specifically required by a provision of this Agreement, any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

**If to the Town :**

**If to Contractor:**

Town Administrator Lyons Town Hall PO Box 49 432 5th Ave, Lyons, CO 80540	Contractor's Name Contractor's Address FEI ENGINEERS 5325 S VALENTIA WAY GREENWOOD VILLAGE, CO 80111
With Copy to: Town Attorney Michow Cox & McAskin, LLP 6530 S. Yosemite St., Suite 200 Greenwood Village, CO 80111	With Copy to:

10.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

## **11.0 ATTACHMENTS**

The following are attached to this Agreement for reference:

- Contractor's Certificate(s) of Insurance
- Contractor Proof of Professional Licensing
- Other: FEMA Affirmative Action Steps Taken

## **12.0 AUTHORITY**

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Town of Lyons and the Contractor and bind their respective entities.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS

**THIS AGREEMENT is executed and made effective as provided above.**

**TOWN OF LYONS, COLORADO:**

Approval by Town Board of Trustees

Not Required

By: \_\_\_\_\_  
Mayor or Mayor Pro Tem

Approval by Town Administrator

Not Required

By: \_\_\_\_\_  
Victoria Simonsen, Town Administrator

ATTEST:

\_\_\_\_\_  
Debra K. Anthony Town Clerk

APPROVED AS TO FORM (*Excluding Exhibits*)

Not Required

\_\_\_\_\_  
For Town Attorney's Office

**CONTRACTOR:**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing Disaster Recovery Services Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
**(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))**

## **EXHIBIT A SCOPE OF SERVICES**

The outline scope of work for this project is to specify and design the systems at the Town's wastewater treatment facility for site access including card key, punch pad and audible addressing; power and operations for a vehicle gate; interface with existing facilities; light at vehicle gate; provisions for future extension of power/controls to other facilities on site.

### **Preliminary Phase**

The following is the scope of work and deliverables for the preliminary phase of the project:

1. Meet with the Town on project requirements, financing, schedules, early phases of the project, and other pertinent matters. This project is funded by FEMA, State of Colorado and Town of Lyons.
2. Review existing electrical systems and plans and issues related to integration of proposed systems.
3. Identify outline specifications and systems based on meeting and requirements of the project.
4. Develop design schematics, sketches, project recommendations and preliminary layouts, outline specifications and cost estimates.
5. All documents to be delivered via PDF for inclusion in project reporting by the Town.

### **Design Phase**

This phase includes all activities required to undertake and accomplish a full and completed project design.

1. Preparing necessary working drawings and specifications.
2. Preparing any load calculations.
3. Preparing detail cost estimates.
4. Printing and providing necessary copies of signed/stamped drawings and specifications.
5. Submitting final plans and specifications to the owner and regulatory agencies for final approval.
6. All documents to be delivered via PDF for inclusion in project reporting by the Town.
7. In addition, one set of full size hard copy plans and specifications, signed and stamped, must be submitted to the Town.

### **Bidding Phase**

Provide support during the bidding phase to including response to questions, addendums or clarifications. Anticipate four hours to research and answer questions, four hours for preparing and issuing addendums.

### **Construction Phase**

The phase includes all basic services rendered after the award of a construction contract, including (but not limited to) the following activities:

1. Providing consultation and advice to the Town during all phases of construction.
2. Review of Contractor scheduling and attending pre-construction conference.
3. Inspecting work in progress periodically and providing appropriate reports to the Town.
4. Reviewing and approving drawings submitted by contractors for compliance with design concept.
5. Observing or reviewing performance tests required by specifications.
6. Making final inspection and submitting a report of the completed project to the Town.
7. All documents to be delivered via PDF for inclusion in project reporting by the Town

**EXHIBIT B  
COMPENSATION**

COMPENSATION

The estimated compensation for performing the Scope of Services as identified herein is on a time and material basis (T&M) not-to-exceed fee of \$16,805. A breakout by Phase/Task follows:

Task/Phase	Description	Fee Estimate
1	Project Management/ Preliminary Design Phase	\$ 4320
2	Design Phase	\$ 4070
3	Bidding Phase	\$ 1440
4	Construction Phase	\$ 6975
	Total	\$ 16,805

## *ATTACHMENT A*

### **FEDERAL EMERGENCY MANAGEMENT AGENCY'S ("FEMA") GRANT PROGRAM REQUIREMENTS FOR PROCUREMENT CONTRACTS**

The work or services under the contract to which this Attachment A is attached ("Agreement") are funded in whole or in part through a grant from the Federal Emergency Management Agency's Grant Program which requires compliance with all the provisions contained in this Attachment to the Agreement and all other applicable Federal and State laws and regulations. If the Agreement is between the Town and the "Consultant," the term "Contractor" as used herein shall mean the "Consultant." The provisions below are incorporated into and made part of the Agreement.

**1.0 PERFORMANCE AND PAYMENT BONDS (44 C.F.R. § 13.36(H)(2) AND (3)):** Contractor must provide both a performance bond and a payment bond acceptable to the Town, each for one hundred percent (100%) of the Contract Price. Bonds are not required for professional service contracts.

**2.0 EQUAL EMPLOYMENT OPPORTUNITY:** If this Agreement is for compensation in excess of \$10,000.00 (Contract Price > \$10,000), during the performance of this Agreement, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Contractor will include the portion of the sentence immediately preceding subparagraph (1) and the provisions of subparagraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.”

**3.0 COPELAND ANTI-KICKBACK ACT (44 C.F.R. SECTION 13.36(i)(4)):**

- A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause in subparagraph (1) above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- C. Breach. A breach of the subparagraph contract clauses (1) or (2) above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**4.0 COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** If this Agreement is for compensation in an amount greater than \$100,000.00 (Contract Price > \$100,000), the following shall apply:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- C. Withholding for unpaid wages and liquidated damages. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this section.

**5.0 NOTICE OF STATE AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REPORTING REQUIREMENTS AND REGULATIONS:**

- A. General. The Town is using Public Assistance grant funding awarded by FEMA to the State of Colorado and/or the Town to pay, in whole or in part, for the costs incurred under this Agreement. As a condition of Public Assistance funding under major disaster declaration FEMA-DR-4145, FEMA requires the State and thus the Town to provide various financial and performance reporting.
  - (1) It is important that the Contractor is aware of these reporting requirements, as the Town may require and the Contractor agrees to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the State of Colorado which, in turn, will enable the State of Colorado to satisfy reporting requirements to FEMA.
  - (2) Failure of the State of Colorado to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of federal financial assistance awarded to fund this Contract.
- B. Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
  - (1) 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
  - (2) 44 C.F.R. § 13.41 (Financial Reporting)
  - (3) 44 C.F.R. § 13.50(b) (Reports)
  - (4) 44 C.F.R. § 206.204(f) (Progress Reports)
  - (5) FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedure (Dec. 2013)
  - (6) FEMA-State (or Tribal) Agreement

- C. Financial Reporting. The State of Colorado is required to submit to the following financial reports to FEMA:
- (1) Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-DR-4145.
  - (2) Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
  - (3) Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.
- D. Performance Reporting. The State of Colorado is required to submit to the following financial reports to FEMA:
- (1) Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-DR-4145.
  - (2) Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
  - (3) Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

**6.0 ACCESS TO RECORDS:** The following access to records requirements apply to this Agreement:

- A. The Contractor agrees to provide the Town, the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the Town, the State, the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

**7.0 RETENTION OF RECORDS:** The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Town), the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

**8.0 CLEAN AIR ACT:** If this Agreement is for compensation in excess of \$100,000.00 (Contract Price > \$100,000):

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Colorado, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

**9.0 FEDERAL WATER POLLUTION CONTROL ACT:** If this Contract is for compensation in excess of \$100,000.00 (Contract Price > \$100,000):

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Colorado, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

**10.0 ENERGY CONSERVATION:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**11.0 SUSPENSION AND DEBARMENT:** This Section applies if this Agreement/Contract or any subcontract awarded hereunder is for a “covered transaction” to include:

- (a) This Contract or any subcontract awarded hereunder is awarded in the amount of at least \$25,000, or
  - (b) This Contract or any subcontract awarded hereunder requires the approval of FEMA, regardless of amount.
- A. If this Contract or any subcontract awarded hereunder is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the Contractor is required to verify that none of the Contractor or any subcontractor as the case may be, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By signing this Agreement, the Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
  - (2) have not within a five-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and

(3) have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under public transaction, or (b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

- B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Colorado and the Town), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**12.0 AMERICANS WITH DISABILITIES ACT:** The Contractor shall be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

**13.0 DAVIS BACON/PREVAILING WAGES: Check the Applicable Provision Below:**

Contractor/subcontractor is responsible for complying with the Davis Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented by Department of Labor regulations at 29 CFR pt.5, determining the applicable prevailing wage requirements pertaining to Contractor/Subcontractor’s Work, and will strictly comply with the requirements. Contractor/Subcontractor will keep complete and accurate records containing the name, address, the occupational title or titles for the work performed, the rate of pay, daily and weekly hours worked for each occupational title, deductions made, and actual wages paid for work performed by each worker. Subcontractor will submit the required compliance form and a reasonable number of certified copies of current payroll records on the proper form. Receipt of the information will be a condition precedent to making any payments to the Contractor/Subcontractor.

**OR**

Davis-Bacon Act wage rates as determined by the U.S. Department of Labor shall not apply for the construction of this project. (Stafford Act does not require Davis-Bacon Wage Act compliance if the Work is funded only with FEMA emergency funding.)

**14.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not

inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

**15.0 AGREEMENT TO EXECUTE OTHER REQUIRED DOCUMENTS:** Contractor and all subcontractors, by entering into the Agreement, understand and agree that funding for the Work is provided under federal and/or state programs with specific contracting requirements. To the extent any such requirement is not otherwise set forth herein, Contractor agrees to execute such amendments or further agreements as may be necessary to ensure that the Town funding for the Work is provided.

**16.0 CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS:** The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. 44 CFR§13.36 (e) Procurement, (vi) Requiring the prime contractor, if subcontractors are to be let, to take the affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.

Accepted by Contractor on  
\_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

Accepted by Town of Lyons on  
\_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

**FEMA CFR 13.36**

**Affirmative Steps Taken**

**Project Name and Number:**

**Contractor:**

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists? How was this accomplished (please add supporting documentation if applicable)? If this was not done explain why.
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever there are potential sources. How did you reach out to these businesses (add documentation if applicable)? If this was not done explain why.
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises? What requirements were broken out into smaller tasks or quantities? If this did not occur please explain why.
4. Establish delivery schedules, where requirement permits, which encourages participation by small and minority businesses, and women's owned business enterprises. Were you able to established delivery schedules that encouraged these businesses to participate? If not explain why.
5. Use the Small Business Administration and Minority Business Development Agency of Department of Commerce to solicit these businesses. Please confirm these sites were utilized, if they were not please explain why.

6. Require prime contractors to take these steps in subcontracting. Please document that you have encouraged your prime contractors take the five affirmative steps listed above to reach out to small and minority and women's owned business enterprises.

Prepared By: \_\_\_\_\_

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

Reviewed By: \_\_\_\_\_

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

Approved By: \_\_\_\_\_

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

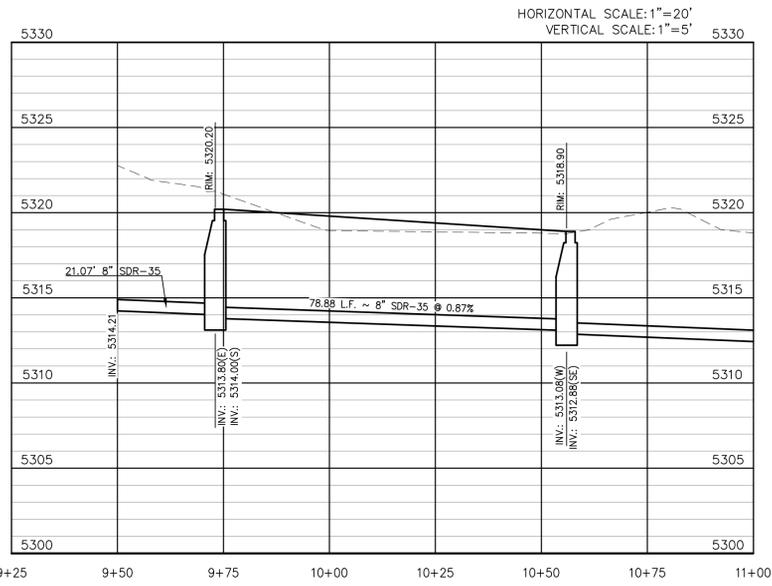
**\*\*For each step enter what actions were taken to meet the requirement**

**\*\*If the step could not be fulfilled enter reason why in detail**

**\*\*Attach any supporting documentation or reports or responses of the businesses contacted**

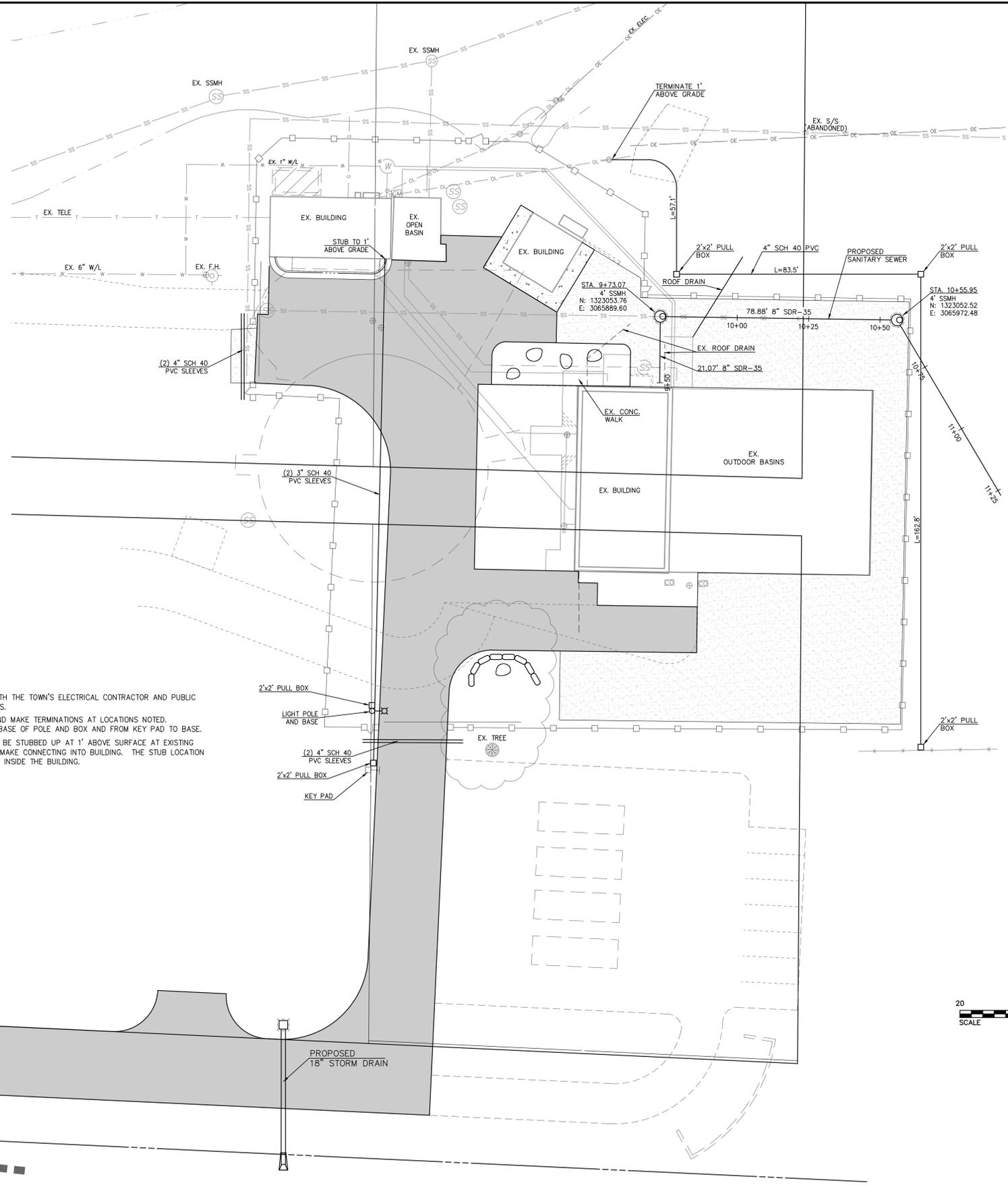
**\*\*EVERY REQUIREMENT HAS TO BE ADDRESSED**

T. Sanders 7/16/15



SANITARY SEWER PROFILE

HORIZONTAL SCALE: 1"=20'  
VERTICAL SCALE: 1"=5'

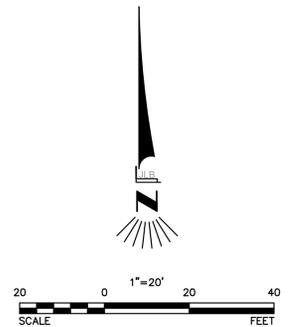
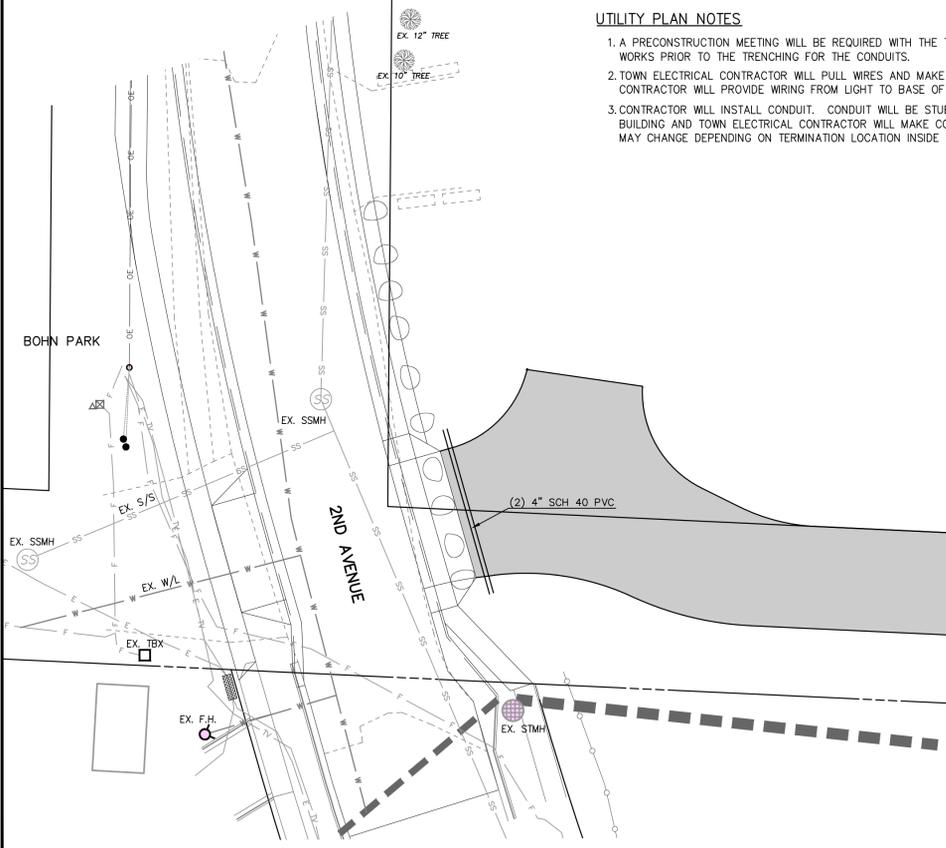


PAVEMENT LEGEND

	ASPHALT
	GRAVEL
	CONCRETE

UTILITY PLAN NOTES

1. A PRECONSTRUCTION MEETING WILL BE REQUIRED WITH THE TOWN'S ELECTRICAL CONTRACTOR AND PUBLIC WORKS PRIOR TO THE TRENCHING FOR THE CONDUITS.
2. TOWN ELECTRICAL CONTRACTOR WILL PULL WIRES AND MAKE TERMINATIONS AT LOCATIONS NOTED. CONTRACTOR WILL PROVIDE WIRING FROM LIGHT TO BASE OF POLE AND BOX AND FROM KEY PAD TO BASE.
3. CONTRACTOR WILL INSTALL CONDUIT. CONDUIT WILL BE STUBBED UP AT 1' ABOVE SURFACE AT EXISTING BUILDING AND TOWN ELECTRICAL CONTRACTOR WILL MAKE CONNECTING INTO BUILDING. THE STUB LOCATION MAY CHANGE DEPENDING ON TERMINATION LOCATION INSIDE THE BUILDING.



**JLB**  
Civil Engineers  
743 PEAR COURT  
LOUISVILLE, COLORADO 80027  
PHONE: 303.604.1634  
FAX: 303.604.1674



CONSTRUCTION PLANS  
LYONS WASTEWATER TREATMENT PLANT SITE  
**MASTER UTILITY PLAN**  
PHASE 2 PARK RECONSTRUCTION  
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

DATE	BY	REVISION/ISSUE	APPR	DATE

© JLB ENGINEERING CONSULTANTS

Design	JLB	Drawn	DSS
Checked	JLB	Checked	JLB
Date	AUGUST 31, 2016		
Job No.	1129-WWTP Site		
D-	1129, X		

**SHEET**  
**MUP**

## NOTICE OF AWARD

To: FEI Engineers

Date: October 3, 2016

5325 S. Valentia Way

Greenwood Village, CO 80111

Name of Project: **Professional Electrical Engineering Design and Construction Administration Services at the WWTP**

As described in the Request for Quote dated September 14, 2016.

This is to inform you that your company has been selected to receive the award for Professional Design services of the above referenced project.

You are hereby requested to provide all required forms, insurance and CONTRACT as soon as possible, but no longer than 10 days from receipt of this notice. Please complete and return all documents in the contract including the FEMA attachment and the Affirmative Action Steps taken.

Town of Lyons, Colorado, Owner  
By:

\_\_\_\_\_  
Town of Lyons

## NOTICE TO PROCEED

To: FEI Engineers  
5325 S. Valentia Way  
Greenwood Village, CO 80111

Date: October 3, 2016

Name of Project: **Professional Electrical Engineering Design and Construction Administration Services at the WWTP**

As described in the Request for Quote dated September 14, 2016.

You are hereby notified to commence Work in accordance with the Agreement dated October 3, 2016.

Town of Lyons, Colorado, Owner

\_\_\_\_\_  
Administrator

### ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

\_\_\_\_\_  
(Contractor)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Title

NAICS Code: 541330

Brendle Group, Inc  
Clanton [info@clantonassociates.com](mailto:info@clantonassociates.com)  
CMO Consulting Engineers [cbocek@cmoengineering.com](mailto:cbocek@cmoengineering.com)  
Corey Electrical Engineering [projects@coreyeng.com](mailto:projects@coreyeng.com)  
Synenergy LLC [mina.mccullom@synenergyllc.com](mailto:mina.mccullom@synenergyllc.com)

Source: State of Colorado, Minority Business Directory  
State of Colorado, Unified Certification Program

Others:

AE Design [jmullikin@aedesign-inc.com](mailto:jmullikin@aedesign-inc.com)  
Frachetti Engineering [Bob.Frachetti@FEIEngineers.com](mailto:Bob.Frachetti@FEIEngineers.com)  
MEP Engineeing [roger@mep-eng.com](mailto:roger@mep-eng.com)  
Tetra Tech [Mark.Maxwell@tetrattech.com](mailto:Mark.Maxwell@tetrattech.com)

September 14, 2016

---

---

---

---

RE: Request for Quote (RFQ) for Professional Electrical Engineer Design and Construction Administration Services  
Town of Lyons Wastewater Treatment Plant, 198 2<sup>nd</sup> Avenue, Lyons, CO

To Whom It May Concern:

The Town of Lyons is soliciting your interest in submitting a Request for Qualifications for Professional Electrical Engineer services. The Town wants to make improvement related to flood recovery for the Wastewater Treatment Facility Access Gate Controls and Site Lighting as part of a recovery and restoration project funded by the Federal Emergency Management Association (FEMA). See the scope of work listed separately and included plan of site.

If you are interested, please respond to the Town Engineer, Town of Lyons, PO Box 49, Lyons, CO 80540, by Wednesday September 21, 2016, 1:00 p.m.

The response from your firm shall include the following:

1. Specialized experience and technical competence.
2. History and capabilities of the firm.
3. Scope of work to be performed and time frame.
4. Firm's proximity to and familiarity to the area.
5. References for work at wastewater treatment plants or similar industrial facilities and for work in a flood plain.
6. Other pertinent information, including interest in project, does firm appear organized and professional
7. Proposed fee for each phase of work
8. Affirmative Action Steps Taken (if using sub-consultants)

Quotes may be e-mailed with the subject line "Town of Lyons – WWTP Electrical Quote from (CONSULTANT NAME). Please e-mail to [jim@jlbcivil.com](mailto:jim@jlbcivil.com) and [solson@townoflyons.com](mailto:solson@townoflyons.com). A personal interview may be requested by the Town to be held during the selection processes. The engineer will be selected at the Town meeting no later than October 3, 2016 at 7:00 p.m. A sample contract is included for reference, please refer to the requirements of the contract including insurance.

Please refer to the sample contract including the FEMA attachment. These are the basis documents for contracting with the Town of Lyons for this project. The insurance requirements are checked off in the sample contract as they are applicable for this project.

Firms not responding with a quote on or before the stated time will not be considered for the project. The Town reserves the right to reject any or all proposals.

The Town of Lyons desires to contract with small and minority businesses and women's business enterprises when qualified and available. Preference to these firms may be given when all other aspects of the proposal are considered equal amongst proposers.

Sincerely,  
TOWN OF LYONS

A handwritten signature in blue ink, appearing to read 'Jeff Miller', is written over the printed name 'Town Engineer'.

Town Engineer

These are the basic services required of the engineer/architect.

The outline scope of work for this project is to specify and design the systems at the Town's wastewater treatment facility for site access including card key, punch pad and audible addressing; power and operations for a vehicle gate; interface with existing facilities; light at vehicle gate; provisions for future extension of power/controls to other facilities on site.

All work is within the flood plain of the Town of Lyons so any underground facilities must be designed accordingly.

Consultant will work with Town Public Works staff and Treatment Plant Operator regarding options for systems.

All design will be submitted for a building permit to the Town of Lyons Building Department.

Electrical Code is 2006 International Electrical Code.

Refer to the included plan for the general layout of the project and locations of features and amenities. This file will be provided in Autocad as the basis for design. Town Engineer will provide files in NAVD 88, NGD 83, Local HARN control. Consultant will be required to complete an electrical site plan as part of the project identifying coordinates for the installation of site features, in addition to all other plans and specifications necessary to install the systems.

### Preliminary Phase

The following is the scope of work and deliverables for the preliminary phase of the project:

1. Meet with the Town on project requirements, financing, schedules, early phases of the project, and other pertinent matters. This project is funded by FEMA, State of Colorado and Town of Lyons.
2. Review existing electrical systems and plans and issues related to integration of proposed systems.
3. Identify outline specifications and systems based on meeting and requirements of the project.
4. Develop design schematics, sketches, project recommendations and preliminary layouts, outline specifications and cost estimates.
5. All documents to be delivered via PDF for inclusion in project reporting by the Town.

### Design Phase

This phase includes all activities required to undertake and accomplish a full and completed project design.

1. Preparing necessary working drawings and specifications.
2. Preparing any load calculations.
3. Preparing detail cost estimates.

4. Printing and providing necessary copies of signed/stamped drawings and specifications.
5. Submitting final plans and specifications to the owner and regulatory agencies for final approval.
6. All documents to be delivered via PDF for inclusion in project reporting by the Town.
7. In addition, one set of full size hard copy plans and specifications, signed and stamped, must be submitted to the Town.

### Bidding Phase

Provide support during the bidding phase to including response to questions, addendums or clarifications. Anticipate four hours to research and answer questions, four hours for preparing and issuing addendums.

### Construction Phase

The phase includes all basic services rendered after the award of a construction contract, including (but not limited to) the following activities:

1. Providing consultation and advice to the Town during all phases of construction.
2. Review of Contractor scheduling and attending pre-construction conference.
3. Inspecting work in progress periodically and providing appropriate reports to the Town.
4. Reviewing and approving drawings submitted by contractors for compliance with design concept.
5. Observing or reviewing performance tests required by specifications.
6. Making final inspection and submitting a report of the completed project to the Town.
7. All documents to be delivered via PDF for inclusion in project reporting by the Town

For this activity, provide a budget that best fits the scope of the design as you would see fit for supporting construction commitments to meet the service requirements below. Include any limitations or qualifications in this scope and fee. This scope and fee will be considered a budget until the work is finalized and the Town will negotiate the final scope. The primary criteria for selecting a consultant for this item will be the scope of work, limitations and qualifications, followed by fee.

### Closing

Insurance requirements are noted in the attached sample contract.

FEMA requires affirmative action steps for sub-consultants, see attached form.

Include reimbursable expenses within the proposal, they are not tracked separately.

Include any exclusions, amendments or recommendations in your proposal.

**Town of Lyons**  
**DISASTER RECOVERY SERVICES AGREEMENT**

This DISASTER RECOVERY SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5<sup>th</sup> Avenue, Lyons, Colorado 80540 (the "Town"), and \_\_\_\_\_ with offices at \_\_\_\_\_ (the "Contractor").

**WITNESSETH**

WHEREAS, the Town requires certain professional services as more fully described in Exhibit A;

WHEREAS, the Town issued a Request for Proposals for the services which are the subject of this Agreement; and

WHEREAS, the time for submittal of proposals has passed, and the Town has evaluated the proposals submitted against previously established criteria; and

WHEREAS, the Town has identified the Contractor as the most qualified responsible bidder; and

WHEREAS, the Contractor represents that it possesses the necessary qualifications to perform these services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

**1.0 SERVICES AND PURPOSE OF AGREEMENT**

1.1 Services. The Town desires to achieve, secure, receive, or obtain certain service(s) or work product(s) as more specifically described in **Exhibit A** (the "Services"). Exhibit A describes the requirements and deliverables required by this Agreement and is incorporated herein by reference. As an independent contractor, the Contractor offers and agrees to perform and/or deliver the Services in accordance with the terms and conditions of this Agreement. The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

- 1.2 Town Representative. The Town assigns [Representative's Name] as the Town Representative for this Agreement. The Town Representative will monitor the Contractor's progress and performance under this Agreement and shall be available to the Contractor to respond to questions, assist in understanding Town policies, procedures, and practices, and supervise the performance of any Town obligations under this Agreement.
- 1.3 Changes to Services. Any changes to the Services that are mutually agreed upon between the Town and the Contractor shall be made in a formal writing referencing this Agreement and, only upon execution by both Parties of such formal writing, shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Town or by a person expressly authorized in writing to sign on behalf of the Town. Changes to the Services or to this Agreement shall not be made through oral agreement or electronic mail messages.
- 1.4 Meeting Attendance. The Contractor shall attend such meetings of the Town relative to the Scope of Work set forth in Exhibit A as may be requested by the Town. Any requirement made by the named representatives of the Town shall be given with reasonable notice to the Contractor so that a representative may attend.
- 1.5 Agreement to Comply with Requisite Provisions Based On Funding Source. If checked below, the Town will pay in whole or in part for the Services rendered hereunder with federal or State based grant funding. Contractor agrees to comply with all provisions set forth in any Attachment as noted and if checked)
- Attachment A, Federal Emergency Management Agency's ("FEMA") Grant Program Requirements for Procurement Contracts if FEMA funding is used for the Work
- Attachment B, Colorado Community Development Block Grant Disaster Recovery Program funds (hereinafter referred to as CDBG-DR funds) Requirements for Contracts if CDBG-DR funding is used for the Work
- 1.6 Lawful Performance. It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Lyons, Colorado.

## 2.0 COMPENSATION

- 2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the Town, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections. Compensation to be paid hereunder shall not exceed [Written Not to Exceed Amount] Dollars (\$\_\_\_\_\_ ) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.

- A. Method of Compensation. The Contractor shall perform the Services and shall invoice the Town for work performed based on the rates and/or compensation methodology and amounts described in **Exhibit B** subject to the not to exceed amount set forth in this Section. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Scope of Work completed. Progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all material terms of this Agreement and the delivery of all improvements embraced in this Agreement.
- B. Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work or Services as set forth in Exhibit A. The total amount of final payment shall consist of the compensation set forth in paragraph 2.1, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor.
- C. Should work beyond that described in Exhibit A be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies.
- D. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

2.2 Reimbursable Expenses. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses. If the Agreement is for compensation based on a time and materials methodology, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost

that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

- 2.3 Increases in Compensation or Reimbursable Expenses. Any increases or modification to the compensation or reimbursable expenses shall be subject to the approval of the Town and shall be made only by written amendment of this Agreement executed by both Parties.
- 2.4 Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town in accordance with the amendment requirements of this Agreement. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all appropriate measure(s) of Contractor work effort (e.g., task completion, work product delivery, or time) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice. All Town payments for Services rendered pursuant to this Agreement shall be issued in the business name of Contractor only, and in no event shall any such payments be issued to an individual. In no event shall any Town payments to Contractor be in the form of or based upon a salary or an hourly wage rate.
- 2.5 Town Dispute of Invoice or Invoiced Item(s). The Town may dispute any Contractor compensation and/or reimbursable expense requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the Town, the Town shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The Town shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the Town disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the Town following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.

### **3.0 CONTRACTOR'S REPRESENTATIONS AND OFFERED PERFORMANCE**

The Contractor offers to perform the Services in accordance with the following Contractor-elected practices and procedures. By this Agreement, the Town accepts such offer and the following are hereby made part of the terms and conditions of this Agreement:

- 3.1 General. The Contractor shall become fully acquainted with the available information related to the Services. The Contractor shall affirmatively request from

the Town Representative and the Town such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. The Contractor shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. The Contractor shall provide all of the Services in a timely and professional manner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

- 3.2 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town. This Agreement does not require the Contractor to work exclusively for the Town. This Agreement shall not be interpreted as the Town dictating or directing the Contractor's performance or the time of performance beyond a completion schedule and a range of mutually agreeable work hours, but shall be interpreted as the Contractor's offer and Town acceptance of terms and conditions for performance. The Contractor's business operations shall not be combined with the Town by virtue of this Agreement, and the Town will not provide any training to Contractor, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that the Contractor may require some assistance or direction from the Town in order for the Services to meet the Town's contractual expectations. Any provisions in this Agreement that may appear to grant the Town the right to direct or control Contractor or the Services shall be construed as Town plans or specifications regarding the Services.
- 3.3 Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. **CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.** To the maximum extent permitted by law, Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the

- Town against any liability for any Employee Benefits for the Contractor imposed on the Town ; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town 's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.
- 3.4 Interaction with Public. The Contractor recognizes that its conduct during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the Town. Therefore, the Contractor offers and warrants to the Town that the Contractor, its agents and employees will conduct all of their interactions with the citizens and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the Town's public image.
- 3.5 Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.
- 3.6 Standard of Performance. In performing the Services, the Contractor warrants that it shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by highly competent members of the same profession practicing in the State of Colorado. The Contractor represents to the Town that the Contractor is, and its employees or sub-contractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Agreement. In addition, the Contractor warrants and represents that it will provide the Services in accordance with more specific standards of performance as are included within **Exhibit A**. The Contractor represents, covenants and agrees that the Services will be provided to the Town free from any material errors. The Contractor's failure to meet or exceed any of the foregoing standards and warranties may be considered a material breach of this Agreement and may be grounds for termination of the Agreement pursuant to Section 4.0 below, in addition to any other remedies as provided in Section 9.0 below.
- 3.7 Review of Books and Records. The Contractor shall promptly comply with any written Town request for the Town or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.

- 3.8 Licenses and Permits. The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.
- 3.9 Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex 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.
- 3.10 Employment of or Contracts with Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Contractor certifies as of the date of this Agreement that it does not knowingly employ or contract with an illegal alien who will perform work under this contract for Services and that the Contractor will participate in the e-verify program or department program 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. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by such Agreement.
- 3.11 Duty to Warn. The Contractor agrees to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and/or other data supplied to the Contractor (by the Town or by any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a

material way. However, the Contractor shall not independently verify the validity, completeness or accuracy of such information unless included in the Services or otherwise expressly engaged to do so by the Town.

#### 4.0 TERM AND TERMINATION

- 4.1 Term. This Agreement shall be effective on the **Insert Date day of 20Year at 12:01 a.m.**, (the "Effective Date") and shall terminate at the earlier of the date on which all obligations of the parties have been met (to include all Services have been completed) or **11:59 p.m. on Insert Date, 20Year**, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Those provisions that survive termination, to include the indemnification obligations and any warranty obligations, shall remain in effect past termination.
- 4.2 Continuing Services Required. The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Council, Town Manager, the Town Representative, or other Town employee expressly authorized in writing to direct the Contractor's services.
- 4.3 Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:
- A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and
  - B. All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the Town and shall become the property of the Town; and
  - C. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 4.3(A) above. Such final accounting and final invoice shall be delivered to the Town within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town.

- 4.4 Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 4.4, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with this Section 4.4, nothing in this Section 4.4 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.
- 4.5 Unilateral Suspension of Services. The Town may suspend the Contractor's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.
- 4.6 Delivery of Notice of Termination. Any notice of termination permitted by this Section 4.0 and its subsections shall be addressed to the person signing this Agreement on behalf of either Town or Contractor at the address shown below or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

## 5.0 INSURANCE

- 5.1 Insurance Generally. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:
- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the

Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); or

- The Contractor shall secure and maintain the following ("Required Insurance"):
  - Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
  - Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of One Million Dollars (\$ 1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. 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 contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
  - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than Five Hundred Thousand Dollars (\$500,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
  - Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

- 5.2 Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this Section 5.0 and its subsections, insurance shall conform to all of the following:
- A. For both Contractor Insurance and Required Insurance, all policies of insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the Town shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any Town-obtained insurance policy or coverage.
  - B. For both Contractor Insurance and Required Insurance, the Contractor shall be solely responsible for any deductible losses.
  - C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
  - D. For Required Insurance, every policy of insurance shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy or in the alternative, the Contractor shall provide such notice as soon as reasonably practicable and in no event less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.
- 5.3 Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section 5.0 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town 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 Town shall be repaid by Contractor to the Town immediately upon demand by the Town, or at the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.
- 5.4 Insurance Certificates. Prior to commencement of the Services, the Contractor shall submit to the Town certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 5.0 and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the Project Name as identified on the first page of this Agreement. The Town may request and the Contractor shall provide within three (3) business days of such

request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

## **6.0 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE**

- 6.1 Notices of Claim. A Party shall notify the other Party immediately and in writing in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.
- 6.2 Claims Challenging Town Law, Ordinance, Rule, or Policy/Procedure. In the event any claim is asserted by a third-party against the Town and/or the Contractor alleging that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, then:
- A. The Contractor shall not be entitled to and shall not defend such claim; and
  - B. The Town may, at its sole discretion, elect to defend, not defend, settle, confess, compromise, or otherwise direct the manner in which such claim is addressed; and
  - C. The Contractor shall reasonably cooperate with the Town in any Town defense of such claim although the Contractor shall bear any cost or expense incurred by the Contractor in such cooperation, including but not limited to the Contractor's cost and expense incurred in consultation with its own legal counsel; and
  - D. Only if authorized by law and without waiving the provisions of the Colorado Constitution or the Colorado Governmental Immunity Act, the Town shall indemnify and hold Contractor harmless for any damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of such claim.
- 6.3 Indemnification for Certain Claims. For any claim not within the scope of Section 6.2 above, Contractor expressly agrees to indemnify and hold harmless the Town, and any of its council members, board members, commissioners, officials, officers, agents, Contractors, attorneys, or employees from any and all damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any intentional, reckless, negligent or tortious conduct, error, omission, or act of commission by Contractor or any of its employees, agents, or others acting on Contractor's behalf in performance of the Services. Nothing in this Agreement shall be construed as

constituting a covenant, promise, or agreement by the Contractor to indemnify or hold the Town, its elected officials, board members, commissioners, officials, officers, agents, contractors, attorneys, or employees harmless for any negligence solely attributable to the Town, its elected officials, boards, commissions, officials, officers, agents, Contractors, attorneys, or employees. The Contractor's obligation to indemnify pursuant to this Section shall survive the completion of the Services and shall survive the termination of this Agreement.

#### 6.4 Defense of Claims.

- A. Claims Against Both the Town and Contractor. In the event any claim is asserted by a third-party against both the Town and Contractor arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Town shall be entitled to elect to defend such claim on behalf of both the Town and Contractor subject to the provisions governing indemnification set forth in this Section. In the event that the Town elects to defend such claim, the Town shall consult with Contractor in such defense but the Town is entitled to exercise its independent discretion in the manner of defense, including but not limited to the selection of litigation counsel and the discretion to settle, confess, compromise, or otherwise direct and dispose of any claim. In the event that the Town elects to defend such claim, Contractor may at its own cost and expense elect to assume the defense of Contractor, in which case Contractor shall bear its own attorneys' fees, costs, and expenses in such defense and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.
- B. Claims Against Only One Party. In the event of any claim asserted by a third-party against only one Party to this Agreement arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Party shall be entitled to elect to defend such claim on behalf of such Party subject to the provisions governing indemnification set forth in this Section. Where appropriate, the defending Party may also elect to join the other Party through third-party practice or otherwise in accordance with the Colorado Rules of Civil Procedure or other applicable rules, in which case the joined Party may defend such claim subject to indemnification pursuant to this Section. In the event that a Party elects to intervene voluntarily in any claim asserted against the other Party arising out of any Party's performance of the Services or any claim that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, the intervening Party shall bear its own attorneys' fees, costs, and expenses in such intervention and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

### 7.0 RECORDS AND OWNERSHIP OF DOCUMENTS

- 7.1 Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in

accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

- 7.2 Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.
- 7.3 Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Lyons upon delivery and shall not be made subject to any copyright unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or Town contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.
- 7.4 Return of Records to Town. At the Town's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

## **8.0 FORCE MAJEURE**

Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics,

quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

## 9.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

- A. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
- B. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- C. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town ; and/or
- D. Terminate this Agreement in accordance with this Agreement; and/or
- E.  Other remedies as may be provided by attached addendum or addenda.

The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

## 10.0 MISCELLANEOUS PROVISIONS

- 10.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Council or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- 10.2 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular,

governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

- 10.3 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 10.3 shall not authorize assignment.
- 10.4 No Third-party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 10.5 Article X, Section 20/TABOR. The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Centennial, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.
- 10.6 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Boulder County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.
- 10.7 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

- 10.8 Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Contractor without the express written consent of the Town. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the Town through the authorizing agent executing this Agreement. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.
- 10.9 Interpretation and Mutual Negotiation. It is the intent of the Parties that this Agreement shall in all instances be interpreted to reflect the Contractor's status as an independent contractor with the Town and that in no event shall this Agreement be interpreted as establishing an employment relationship between the Town and either Contractor or Contractor's employees, agents, or representatives. The Parties agree that this Agreement is the result of mutual negotiation between the Parties and that the Agreement shall not be construed against the Town on grounds relating to drafting, revision, review, or recommendation by any agent or representative of the Town . The Parties further agree that all warranties in this Agreement are made by the Contractor to induce the Town to accept the Contractor's offer to enter into this Agreement and have been incorporated into the Agreement at the Contractor's request.
- 10.10 Paragraph Captions. The captions of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 10.11 Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.
- 10.12 Integration and Amendment. This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the Town and the Contractor.
- 10.13 Severability. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 10.14 Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any

incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

10.15 Notices. Unless otherwise specifically required by a provision of this Agreement, any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

**If to the Town :**

**If to Contractor:**

Town Administrator Lyons Town Hall PO Box 49 432 5th Ave, Lyons, CO 80540	Contractor's Name Contractor's Address
With Copy to: Town Attorney Michow Cox & McAskin, LLP 6530 S. Yosemite St., Suite 200 Greenwood Village, CO 80111	With Copy to:

10.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

## **11.0 ATTACHMENTS**

The following are attached to this Agreement for reference:

- Contractor's Certificate(s) of Insurance
- Contractor Proof of Professional Licensing
- Other: FEMA Affirmative Action Steps Taken

## **12.0 AUTHORITY**

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Town of Lyons and the Contractor and bind their respective entities.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS

**THIS AGREEMENT is executed and made effective as provided above.**

**TOWN OF LYONS, COLORADO:**

Approval by Town Board of Trustees

Not Required

By: \_\_\_\_\_  
Mayor or Mayor Pro Tem

Approval by Town Administrator

Not Required

By: \_\_\_\_\_  
Victoria Simonsen, Town Administrator

ATTEST:

\_\_\_\_\_  
Debra K. Anthony Town Clerk

APPROVED AS TO FORM (*Excluding Exhibits*)

Not Required

\_\_\_\_\_  
For Town Attorney's Office

**CONTRACTOR:**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing Disaster Recovery Services Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
**(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))**

**EXHIBIT A  
SCOPE OF SERVICES**

**EXHIBIT B  
COMPENSATION**

## *ATTACHMENT A*

### **FEDERAL EMERGENCY MANAGEMENT AGENCY'S ("FEMA") GRANT PROGRAM REQUIREMENTS FOR PROCUREMENT CONTRACTS**

The work or services under the contract to which this Attachment A is attached ("Agreement") are funded in whole or in part through a grant from the Federal Emergency Management Agency's Grant Program which requires compliance with all the provisions contained in this Attachment to the Agreement and all other applicable Federal and State laws and regulations. If the Agreement is between the Town and the "Consultant," the term "Contractor" as used herein shall mean the "Consultant." The provisions below are incorporated into and made part of the Agreement.

**1.0 PERFORMANCE AND PAYMENT BONDS (44 C.F.R. § 13.36(H)(2) AND (3)):** Contractor must provide both a performance bond and a payment bond acceptable to the Town, each for one hundred percent (100%) of the Contract Price. Bonds are not required for professional service contracts.

**2.0 EQUAL EMPLOYMENT OPPORTUNITY:** If this Agreement is for compensation in excess of \$10,000.00 (Contract Price > \$10,000), during the performance of this Agreement, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Contractor will include the portion of the sentence immediately preceding subparagraph (1) and the provisions of subparagraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.”

**3.0 COPELAND ANTI-KICKBACK ACT (44 C.F.R. SECTION 13.36(i)(4)):**

- A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause in subparagraph (1) above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- C. Breach. A breach of the subparagraph contract clauses (1) or (2) above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**4.0 COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** If this Agreement is for compensation in an amount greater than \$100,000.00 (Contract Price > \$100,000), the following shall apply:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- C. Withholding for unpaid wages and liquidated damages. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this section.

**5.0 NOTICE OF STATE AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REPORTING REQUIREMENTS AND REGULATIONS:**

- A. General. The Town is using Public Assistance grant funding awarded by FEMA to the State of Colorado and/or the Town to pay, in whole or in part, for the costs incurred under this Agreement. As a condition of Public Assistance funding under major disaster declaration FEMA-DR-4145, FEMA requires the State and thus the Town to provide various financial and performance reporting.
  - (1) It is important that the Contractor is aware of these reporting requirements, as the Town may require and the Contractor agrees to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the State of Colorado which, in turn, will enable the State of Colorado to satisfy reporting requirements to FEMA.
  - (2) Failure of the State of Colorado to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of federal financial assistance awarded to fund this Contract.
- B. Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
  - (1) 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
  - (2) 44 C.F.R. § 13.41 (Financial Reporting)
  - (3) 44 C.F.R. § 13.50(b) (Reports)
  - (4) 44 C.F.R. § 206.204(f) (Progress Reports)
  - (5) FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedure (Dec. 2013)
  - (6) FEMA-State (or Tribal) Agreement

- C. Financial Reporting. The State of Colorado is required to submit to the following financial reports to FEMA:
- (1) Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-DR-4145.
  - (2) Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
  - (3) Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.
- D. Performance Reporting. The State of Colorado is required to submit to the following financial reports to FEMA:
- (1) Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-DR-4145.
  - (2) Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
  - (3) Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

**6.0 ACCESS TO RECORDS:** The following access to records requirements apply to this Agreement:

- A. The Contractor agrees to provide the Town, the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the Town, the State, the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

**7.0 RETENTION OF RECORDS:** The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Town), the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

**8.0 CLEAN AIR ACT:** If this Agreement is for compensation in excess of \$100,000.00 (Contract Price > \$100,000):

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Colorado, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

**9.0 FEDERAL WATER POLLUTION CONTROL ACT:** If this Contract is for compensation in excess of \$100,000.00 (Contract Price > \$100,000):

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Colorado, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

**10.0 ENERGY CONSERVATION:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**11.0 SUSPENSION AND DEBARMENT:** This Section applies if this Agreement/Contract or any subcontract awarded hereunder is for a “covered transaction” to include:

- (a) This Contract or any subcontract awarded hereunder is awarded in the amount of at least \$25,000, or
  - (b) This Contract or any subcontract awarded hereunder requires the approval of FEMA, regardless of amount.
- A. If this Contract or any subcontract awarded hereunder is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the Contractor is required to verify that none of the Contractor or any subcontractor as the case may be, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By signing this Agreement, the Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
  - (2) have not within a five-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and

(3) have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under public transaction, or (b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

- B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Colorado and the Town), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**12.0 AMERICANS WITH DISABILITIES ACT:** The Contractor shall be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

**13.0 DAVIS BACON/PREVAILING WAGES: Check the Applicable Provision Below:**

Contractor/subcontractor is responsible for complying with the Davis Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented by Department of Labor regulations at 29 CFR pt.5, determining the applicable prevailing wage requirements pertaining to Contractor/Subcontractor’s Work, and will strictly comply with the requirements. Contractor/Subcontractor will keep complete and accurate records containing the name, address, the occupational title or titles for the work performed, the rate of pay, daily and weekly hours worked for each occupational title, deductions made, and actual wages paid for work performed by each worker. Subcontractor will submit the required compliance form and a reasonable number of certified copies of current payroll records on the proper form. Receipt of the information will be a condition precedent to making any payments to the Contractor/Subcontractor.

**OR**

Davis-Bacon Act wage rates as determined by the U.S. Department of Labor shall not apply for the construction of this project. (Stafford Act does not require Davis-Bacon Wage Act compliance if the Work is funded only with FEMA emergency funding.)

**14.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not

inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

**15.0 AGREEMENT TO EXECUTE OTHER REQUIRED DOCUMENTS:** Contractor and all subcontractors, by entering into the Agreement, understand and agree that funding for the Work is provided under federal and/or state programs with specific contracting requirements. To the extent any such requirement is not otherwise set forth herein, Contractor agrees to execute such amendments or further agreements as may be necessary to ensure that the Town funding for the Work is provided.

**16.0 CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS:** The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. 44 CFR§13.36 (e) Procurement, (vi) Requiring the prime contractor, if subcontractors are to be let, to take the affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.

Accepted by Contractor on  
\_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

Accepted by Town of Lyons on  
\_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

**FEMA CFR 13.36**

**Affirmative Steps Taken**

**Project Name and Number:**

**Contractor:**

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists? How was this accomplished (please add supporting documentation if applicable)? If this was not done explain why.
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever there are potential sources. How did you reach out to these businesses (add documentation if applicable)? If this was not done explain why.
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises? What requirements were broken out into smaller tasks or quantities? If this did not occur please explain why.
4. Establish delivery schedules, where requirement permits, which encourages participation by small and minority businesses, and women's owned business enterprises. Were you able to established delivery schedules that encouraged these businesses to participate? If not explain why.
5. Use the Small Business Administration and Minority Business Development Agency of Department of Commerce to solicit these businesses. Please confirm these sites were utilized, if they were not please explain why.

6. Require prime contractors to take these steps in subcontracting. Please document that you have encouraged your prime contractors take the five affirmative steps listed above to reach out to small and minority and women's owned business enterprises.

Prepared By: \_\_\_\_\_

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

Reviewed By: \_\_\_\_\_

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

Approved By: \_\_\_\_\_

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

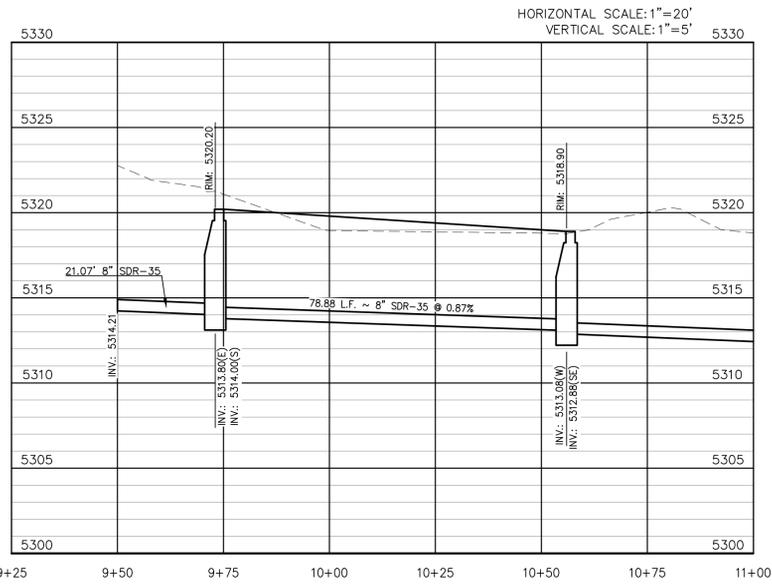
**\*\*For each step enter what actions were taken to meet the requirement**

**\*\*If the step could not be fulfilled enter reason why in detail**

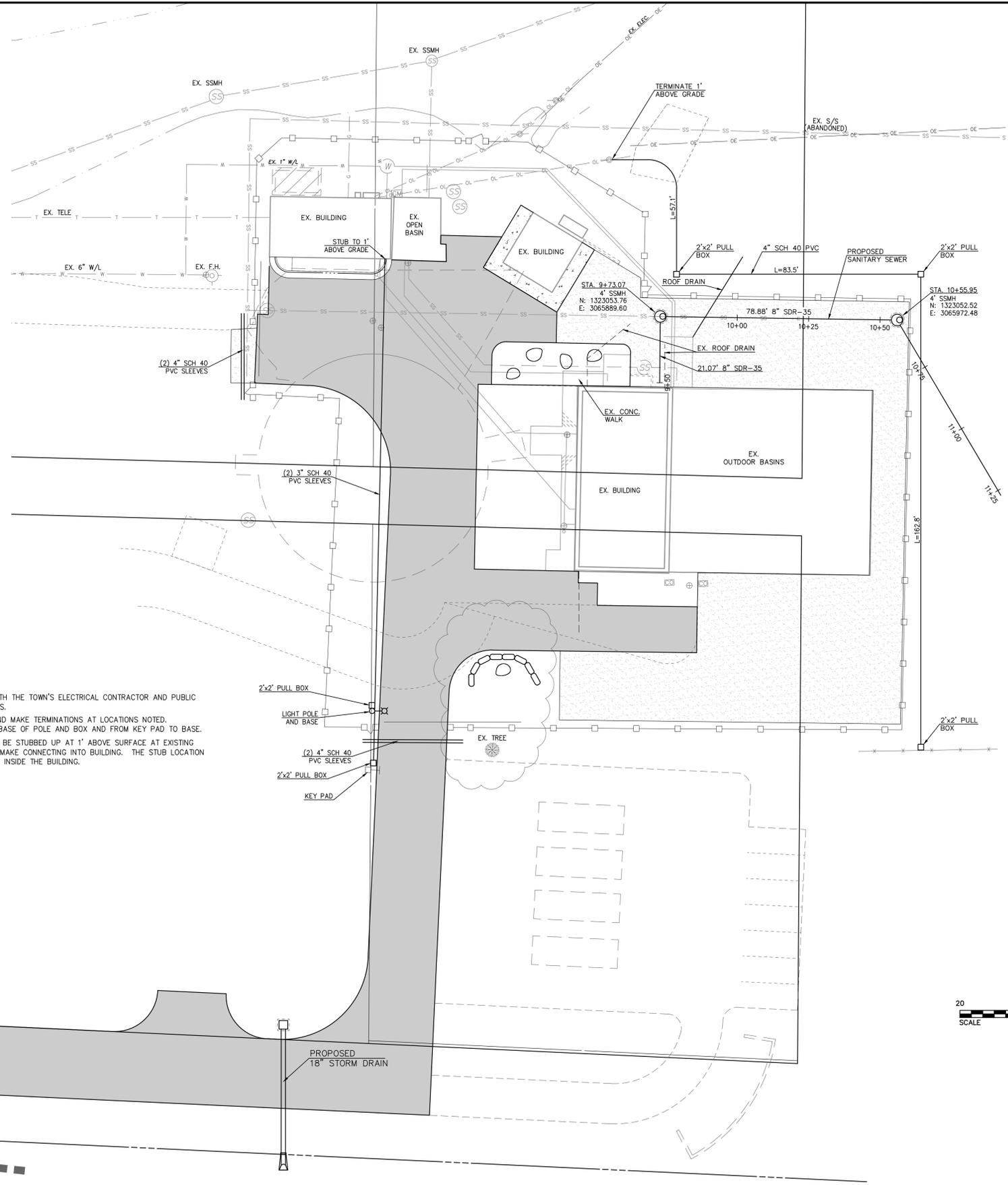
**\*\*Attach any supporting documentation or reports or responses of the businesses contacted**

**\*\*EVERY REQUIREMENT HAS TO BE ADDRESSED**

T. Sanders 7/16/15



SANITARY SEWER PROFILE



Know what's below.  
Call before you dig.

PAVEMENT LEGEND

	ASPHALT
	GRAVEL
	CONCRETE

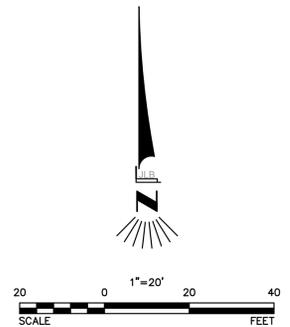
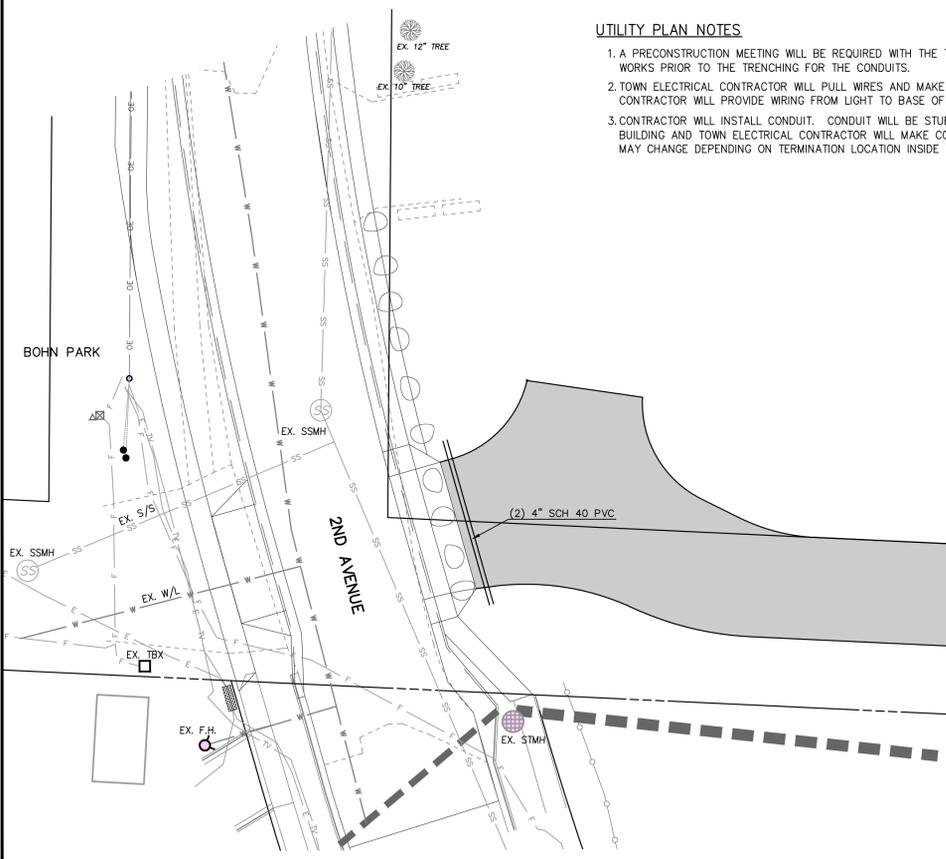
**JLB**  
Civil Engineers  
743 PEAR COURT  
LOUISVILLE, COLORADO 80027  
PHONE: 303.604.1634  
FAX: 303.604.1674



CONSTRUCTION PLANS  
LYONS WASTEWATER TREATMENT PLANT SITE  
**MASTER UTILITY PLAN**  
PHASE 2 PARK RECONSTRUCTION  
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

UTILITY PLAN NOTES

1. A PRECONSTRUCTION MEETING WILL BE REQUIRED WITH THE TOWN'S ELECTRICAL CONTRACTOR AND PUBLIC WORKS PRIOR TO THE TRENCHING FOR THE CONDUITS.
2. TOWN ELECTRICAL CONTRACTOR WILL PULL WIRES AND MAKE TERMINATIONS AT LOCATIONS NOTED. CONTRACTOR WILL PROVIDE WIRING FROM LIGHT TO BASE OF POLE AND BOX AND FROM KEY PAD TO BASE.
3. CONTRACTOR WILL INSTALL CONDUIT. CONDUIT WILL BE STUBBED UP AT 1' ABOVE SURFACE AT EXISTING BUILDING AND TOWN ELECTRICAL CONTRACTOR WILL MAKE CONNECTING INTO BUILDING. THE STUB LOCATION MAY CHANGE DEPENDING ON TERMINATION LOCATION INSIDE THE BUILDING.



DATE	REVISION/ISSUE	BY	DATE	APPR	DATE

© JLB ENGINEERING CONSULTANTS

Design	JLB	Drawn	DSS
Checked	JLB	Checked	JLB
Date	AUGUST 31, 2016		
Job No.	1129-WWTP Site		
D-	1129, X		

SHEET  
**MUP**

Town of Lyons  
Attn: Jim Blankenship  
P.O. Box 49  
Lyons, CO 80540

September 21, 2016

*TRANSMITTED VIA EMAIL (NO HARD COPY WILL FOLLOW):*

*Jim Blankenship ([jim@jlbcivil.com](mailto:jim@jlbcivil.com)) and Scott Olson ([solson@townoflyons.com](mailto:solson@townoflyons.com))*

**RE: Town of Lyons – Request for Quote (RFQ) for Professional Electrical Engineer Design and Construction Administration Services at the WWTP**

Dear Mr. Blankenship, Mr. Olson & Selection Committee Members:

Thank you for the opportunity to provide our proposal for the Town of Lyons (Town) Electrical Engineering Design and Construction Administration Project. We look forward to the opportunity to continue our relationship with the Town of Lyons on this project.

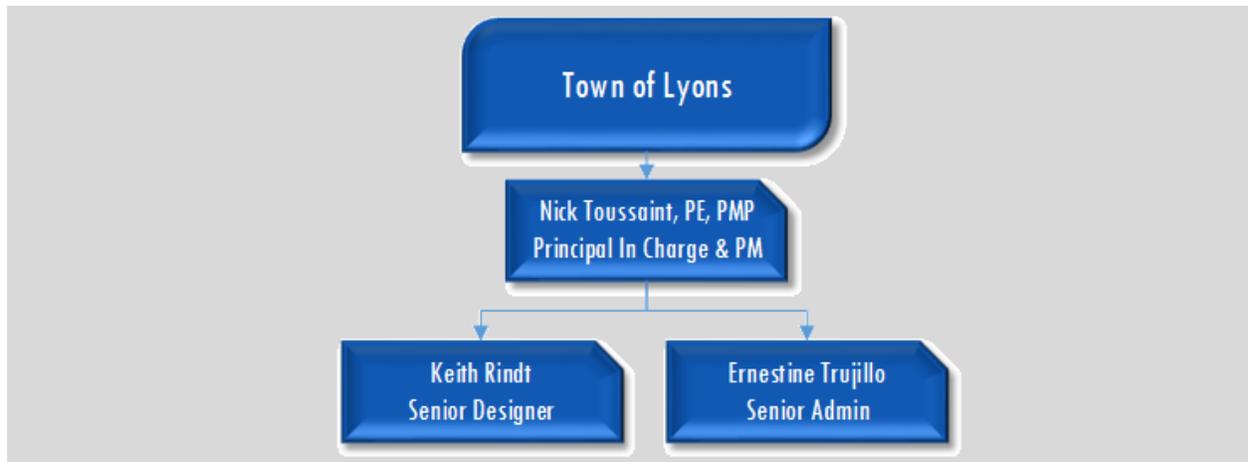
Below is a narrative of our firm's history and specialized experience, followed by our project understanding, proposed scope of work, relevant experience and references, and fee estimate.

## **HISTORY & SPECIALIZED EXPERIENCE**

FEI Engineers, Inc. (FEI) has provided focused, engaged, and innovative electrical engineering design and construction administration services for water and wastewater treatment plant projects since 2002. FEI takes pride in providing clients with an experienced team who think outside the box and work hand-in-hand with you to develop innovative, sustainable, and cost-effective solutions. Since inception we have provided professional electrical engineering services to numerous Rocky Mountain Region clients including the St. Vrain Sanitation District, Eagle River Water and Sanitation District, Town of Georgetown, Town of Nederland, City of Durango, City of Aurora, and Town of Lyons.

FEI's professional staff of 16 includes nine professional engineers, electrical engineers, a Class A Wastewater Operator, CAD designers, and administrative support staff. FEI Principal Nick Toussaint, P.E., PMP, will serve as Principal-in-Charge and Project Manager and main point of contact to the Town with over 30 years of experience in instrumentation, controls, and electrical engineering. Additional team members include Keith Rindt, Senior Designer, and Ernestine Trujillo, Administrative Support.

A project organizational chart is included on the following page along with brief biographies for key project members.



### Nick Toussaint, PE, PMP, Principal-in-Charge & Project Manager



➤ 30 Years of Experience	➤ Will coordinate project team and FEI engineering staff
➤ I&C and Electrical Engineering Strength	➤ Lyons WWTP experience, and Main Point of Contact for the Town
➤ Facility Automation and Controls Expert	➤ Electrical Engineering services for many similar WWTPs
➤ FEI Principal / PMP Certification	➤ St. Vrain Sanitation District, ERWSD, Crested Butte, Nederland, Village of Taos, etc.

### Keith Rindt, CAD Manager / Senior Designer



➤ 13 Years of Experience	➤ Will coordinate project design elements with engineering staff
➤ Design & Drafting Expertise	➤ Process, architectural, electrical, and civil design aspects
➤ Manager of FEI's CAD Department	➤ Implements document management systems
➤ Sets and maintains design standards	➤ Town of Georgetown, St. Vrain Sanitation Town, Town of Bennett, Eagle River, etc.

### Ernestine Trujillo, Project Administrator / Submittal Coordinator



➤ 16 Years of Experience	➤ Will help keep project team on schedule and within budget
➤ FEI Office Manager	➤ Prior construction administration project experience & contractor assistance
➤ Plans & Specification Assistance Expertise	➤ Generation of meeting minutes, reports, plans and specifications
➤ Submittal Coordinator	➤ St. Vrain Sanitation, ERWSD, Town of Georgetown, Nederland, Crested Butte, etc.

## **PROJECT UNDERSTANDING**

FEI understands that the the Town of Lyons desires to design and construct a site access system at the Town's wastewater treatment plant including an automated vehicle gate, with card key, punch pad, and audible communication. The design needs to address power and operations for the vehicle gate along with lighting and interface with existing facilities. Provisions for a future extension of power and controls to other onsite facilities also needs to be included. The improvements will be located in the flood plain, and must be designed accordingly.

Collaboration and coordination with the Town's Public Works Staff and Plant Operator is needed to fully address the Town's needs. The project will be funded by FEMA, the State of Colorado, and the Town.

## **SCOPE OF WORK**

### **TASK 1. PROJECT MANAGEMENT / PRELIMINARY PHASE**

#### **1.1. PROJECT COORDINATION AND REPORTING**

FEI will develop, maintain, and monitor overall project scope, budget, and schedule throughout the duration of the Project. During scheduled review calls, FEI and the Town will collaborate to ensure Project decisions made are in the best interest of the overall goals. Progress reports will be prepared that include updates to the overall project schedule. FEI Principal Nick Toussaint is leading the project, and will be responsible for providing overall quality assurance / quality control and ensuring that deliverables meet the goals of the project.

#### **1.2. PROJECT KICK-OFF MEETING**

Prior to commencement of the design, FEI will meet with the Town on Project requirements, financing, schedules and other pertinent matters. The meeting will include a discussion of FEI's preliminary review of the concept design and preliminary ideas.

#### **1.3. PRELIMINARY DESIGN DEVELOPMENT**

FEI will work with the Town and the facility operator to develop a preliminary design that meets the Town's objectives. This will include:

- Review existing electrical systems, plans, and issues related to integration of the proposed improvements.
- Identify outline specifications for the proposed improvements.
- Develop design schematics, sketches, and recommendations regarding preliminary design concepts and layouts, along with outline specifications and preliminary cost estimates.

Preliminary design documents will be delivered to the Town in PDF format for the Town's use in project reporting.

## **TASK 2 . DESIGN PHASE**

FEI will provide the following services under this task:

- Prepare drawings and specifications, load calculations, and a detailed cost estimate. Technical Specifications may be included on the Drawings at FEI's discretion.
- Submit final plans and specifications to the Town and Review agencies for approval
- Provide Town with one set of full size final plans and specifications and an electronic PDF copy.

## **TASK 3 . BID PHASE**

FEI will provide the following services under this task:

- Research and respond to bidder questions
- Prepare and issue addenda and clarifications

## **TASK 4 . CONSTRUCTION PHASE**

FEI will provide the following services under this task:

- Provide guidance and advice to Town during construction
- Attend pre-construction conference
- Conduct two (2) site visits to observe the Work and prepare site visit reports
- Respond to Contractor RFI's and issue Field Orders as needed
- Review Contractor submittals/shop drawing and provide written disposition
- Review performance tests
- Final inspection and submittal of report to Town

## **CLARIFICATIONS, EXCLUSIONS, AND ADDITIONAL SERVICES**

Additional or supplemental services beyond the above Scope of Work shall be performed upon mutual agreement in writing between the Town of Lyons and FEI. These services include additional work resulting from changes in the extent of the Project or its design including, but not limited to, changes in Project size, complexity, schedule, or character, or construction approach. Specifically, we note the following clarifications and exclusions:

- Services resulting from significant changes in the extent of the Project or its design including, but not limited to, changes in size, complexity, CLIENT's schedule, or character or construction or methods of financing; and revising previously accepted studies, reports, design documents or Contract Documents when revisions are due to causes beyond FEI's control.
- Geotechnical investigation, report or design.

- Topographic land and features survey.
- Water rights investigations, consulting, or certifications are not included. Floodplain delineation, Army Corps permits and consulting is not included.
- Materials testing services, including concrete testing services and soil compaction testing services and surveying are to be coordinated by project team and cost billed to CLIENT.
- Permit or application fees of any kind, including CDPHE, Federal, State, or County permit fees are not included unless otherwise specified.
- Services of an Attorney and associated fees, if required, are not included.
- Environmental Assessments of any kind are not included.
- No permits floodplain issues are included.

### **FEI'S FAMILIARITY WITH THE TOWN OF LYONS AND THE WWTF**

As the Design Engineer for the Town's new WWTP, FEI has significant experience and relationships with the Town of Lyons staff and Town Engineer (Jim Blankenship), and the Town's WWTF Operator (Ramey Environmental Compliance). FEI provided preliminary engineering, final design, regulatory coordination, construction administration, and field engineering services for this project as a sub-consultant to J.R. Filanc Constructions (Design-Build Contractor).

Because of our familiarity with the Town's WWTP we are an excellent fit for this project and have already completed a cursory review of the proposed concept design, and have noted some items for discussion with the Town at the Preliminary Design Phase meeting. These discussion items follow:

1. The design needs to consider the location of the gate and access for the sludge hauler. They need room to maneuver and likely a straight shot to the centrifuge bin or they may hit the building or tear up the centrifuge piping.
2. The light pole needs to meet dark sky requirements. FEI proposes a keycode kiosk with integral downlight at the gate.
3. An alternate electrical conduits routing can be considered. There are spare conduits on the north wall of the building, and the run from the west is much shorter.
4. A conduit is needed going to the computer to run the keycode and new codes or else a laptop at the gate controller is needed.

Our familiarity with the Town's WWTP coupled with our electrical engineering expertise will minimize potential design issues on this project saving the Town time and money.

### **PROJECT EXPERIENCE & REFERENCES**

FEI has extensive experience providing electrical engineering design and construction administrative services to clients including but not limited to condition assessments, improvements to existing systems, studies, design of new systems, and testing. We have successfully completed projects including arc flash and electrical short circuit analyses,

sequencing plans, drawings and specifications to accommodate future needs, opinions of cost, electrical studies, switchgear replacement, power and operation for vehicle gates, power/controls to existing facilities and for new facilities, etc. Projects recently completed by FEI include:

### **Saint Vrain Sanitation District WWTF Expansion**

- ◆ Conducted investigations to determine foundation requirements for new facilities and interconnecting conduits, pipelines, and channels
- ◆ Preliminary design, final design, construction administration, and engineering services provided
- ◆ New 6 MGD advanced WWTF with biological nutrient removal
- ◆ **Included similar vehicle access system / gate**
- ◆ Hydraulic capacity expanded from 4.5 to 12.5 MGD (peak)
- ◆ **Electrical power system design which included a 2400A electrical switchboard and 1250 kW diesel generator**
- ◆ **Project included several motor control centers, lighting and power panels**
- ◆ **Advanced instrumentation and process control using SCADA**
- ◆ Approximate construction value of \$31 Million Completed 2015



#### ***Included:***

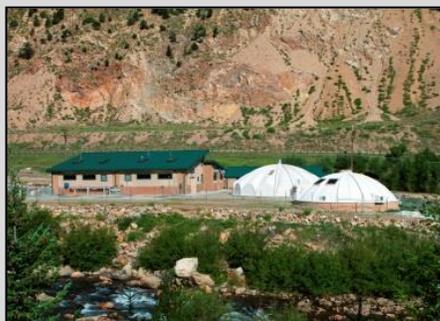
- ☑ **Electrical System Design**
- ☑ Design & Drawings
- ☑ Construction Engineering

#### **Client Reference:**

Mr. Wayne Ramey  
SVSD Board President  
5959 Iris Parkway  
Frederick, CO 80530  
(303) 833-5505

### **Town of Georgetown Wastewater Treatment Plant Improvements**

- ◆ New 0.8 MGD Integrated fixed-film activated sludge (IFAS) facility
- ◆ New SCADA system with on-line WTW/YSI instrumentation network
- ◆ New headworks with screenings and grit system
- ◆ **Provided field engineering for startup of electrical systems and telemetry for Dam controls (FactoryTalk)**
- ◆ RAS/WAS & Solids Pumping
- ◆ Continuous up flow filtration process
- ◆ Energy efficient high-speed turbo compressors
- ◆ 2012 American Council of Engineering Companies Colorado Engineering Excellence Honor Award Recipient
- ◆ Conventional Delivery: \$5.2 million
- ◆ Original Contract Amount: \$740,900 Ending Contract Amount: \$740,900 from 2008 - 2011



#### ***Included:***

- ☑ Size of 0.8 MGD
- ☑ SRF Funding – 2 MM in loan forgiveness

#### **Client Reference:**

Mr. John Curtis  
Plant Superintendent  
(303) 569-2555 x3  
404 6th Street  
Georgetown, CO 80444  
gtownutilities@earthlink.net

**Town of Nederland WWTF Improvements**

- ◆ 2014 American Council of Engineering Companies Colorado Engineering Excellence Award
- ◆ FEI and Golder design/ integration of facility SCADA system including operator interface screens, historical data logging, and auto-dialer system
- ◆ Design & development of remote alarm notification system to alert operators of abnormal plant conditions via text, email, and telephone
- ◆ **PLC system design based on Allen-Bradley CompactLogix platforms utilizing Ethernet communication**
- ◆ Project duration from 2011 - August 2013 with initial budget of \$3.9 M and final cost of \$3.9 M



***Included:***

- Design of SCADA system
- PLC system design**
- Remote alarm notification system**

**Client Reference:**

Ms. Alisha Reis  
 (303) 258-3266 x35  
 Town of Nederland  
 45 W 1st Street  
 Nederland, CO 80466

**SCHEDULE**

FEI is ready and available to begin work immediately upon receiving Notice to Proceed.

**COMPENSATION**

The estimated compensation for performing the Scope of Services as identified herein is on a time and material basis (T&M) not-to-exceed fee of \$16,805. A breakout by Phase/Task follows:

Task/Phase	Description	Fee Estimate
1	Project Management/ Preliminary Design Phase	\$ 4320
2	Design Phase	\$ 4070
3	Bidding Phase	\$ 1440
4	Construction Phase	\$ 6975
	<b>Total</b>	<b>\$ 16,805</b>

Our Billing Rate Schedule is attached for reference. Additional services can be provided upon request and mutual agreement. FEI will submit progress invoices based on actual labor hours expended and reimbursable expenses. If you have any questions, please contact Nick Toussaint at (303) 300-3464.

Sincerely,  
**FEI ENGINEERS**

Nick Toussaint, P.E., PMP  
 Principal

Encl.: 2016 Rate Schedule



## 2016 RATE SCHEDULE

Personnel	Rate per Hour, \$
Principal Engineer	180
Senior Project Manager	165
Discipline Lead	165
Project Manager	155
Senior Engineer	145
Project Engineer II	135
Project Engineer I	125
Engineer III	118
Engineer II	115
Engineer I	110
Senior Resident Project Representative	120
Resident Project Representative	110
Senior Designer	110
CAD Designer	85
CAD Technician	75
Funding/Planning Specialist	90
Administrative	85

*\*2016 FEI billing rates effective 1/1/2016.*

### Reimbursable Expenses Schedule

Direct expenses will be charged at actual cost plus 10% for handling and insurance. Incidental expenses such as miscellaneous copying, telephone service and computer equipment are included in the FEI Engineers fee. Reimbursable (direct) expenses may include, but are not limited to:

- Additional outside professional services provided beyond those stipulated in the scope of work;
- Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work;
- Postage, courier fees, and shipping;
- Project vehicle mileage (which will be charged at the current IRS rate);
- Owner-approved, project-related purchases;
- Project business meals and lodging;
- Resident project engineer equipment and rental; and
- Printed Photos.

These direct expenses will be invoiced along with monthly labor Costs.

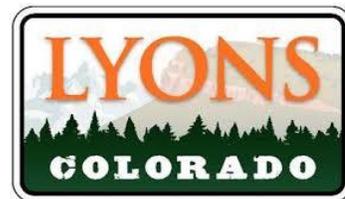


## **Consulting and Solutions LLC**

Request for Quote (RFQ) for  
Professional Electrical Engineer  
Design and Construction  
Administration Services

Attention: Mr. Jim  
Blankenship, P.E.

September 21, 2016



**September 21, 2016**

**Jim Blankenship, P.E., Town Engineer**

Town of Lyons Wastewater Treatment Plant,  
198 2<sup>nd</sup> Avenue,  
Lyons, CO

RFP: Request for Quote (RFQ) for Professional Electrical Engineer Design and Construction Administration Services

Dear Mr. Blankenship:

**SynEnergy** engineering firm is uniquely positioned to provide electrical engineering design services to the Town of Lyons. Our team has extensive expertise MEP design experience in working public entities including Municipalities, Towns, and federal projects. We believe our project understanding, commitment and extensive experience with wastewater treatment facilities makes us the ideal firm to support you. Our team is within a short driving distance (less than one hour) to the Town of Lyons and we are familiar with the area.

### Why hire **SynEnergy**?

Success in this endeavor will come from an experienced team that can solve problems and deliver results. We are able to provide additional value by:

- Identify goals and expectations;
- Presenting a team with wastewater treatment experience, and
- Maintain focus your priorities while being flexible throughout the process;
- Federal funded project experience and team FEMA experience.

Unlike many firms **SynEnergy** is a self-performing firm, having conducted MEP design and consulting services on a wide range of industrial buildings. Recently we have 20 United States Air Force bases across the country – with the majority of them having wastewater treatment on the military installation. Thus, we have first-hand experience in various building systems and complex applications.

We approach our work with the highest degree of professionalism working thoroughly throughout the process to ensure proper attention to detail and leadership. Part of our commitment to you is our desire to have a cohesive team with the Town of Lyons engineer. We understand the importance of working methodically through a collaborative process that provides multiple steps for review and feedback to yield high quality deliverables.

We believe that **SynEnergy** is the right team member to achieve such success. We value this opportunity to present our qualifications for you and your evaluation. Thank you for your time and reviewing our proposal.

Mina (Ishimine) McCullom  
President & CEO



# TABLE OF CONTENTS

---



Section A – Company Information

Section B – Past Performance

Section C – Project Leads – Resumes

Section D – References

Section E – MEP Design Fee

Section F – Terms and Conditions

Section G – Change Order Request Form

# Section | A

# Company Information

---

## SynEnergy, LLC

11757 W. Ken Caryl Ave, Suite F #415  
Littleton, CO 80127

Limited Liability Company  
Professional Engineers Licensed  
in over 10 states

Average Years of Experience: 15 Years

Committed MEP Engineers, and Energy  
Consultants & support staff dedicated to projects

Primary Contact: Mina McCullom  
President & CEO  
Office: 720.443.5129

Email: [Mina.McCullom@SynEnergyLLC.com](mailto:Mina.McCullom@SynEnergyLLC.com)  
Website: [www.SynEnergyLLC.com](http://www.SynEnergyLLC.com)

---

## Description of Firm

---

**SynEnergy** is an engineering firm, with a focus on mechanical/electrical design and high performance buildings. Our staff has extensive expertise with integrating mechanical/electrical design with DOE2 hourly-simulated energy modeling tools such as eQUEST and EnergyPlus – yielding energy efficient building systems for multi-family units, commercial, industrial, and federal applications.

By utilizing Computational Fluid Dynamics (CFD) our team is able to support you with your most complex building designs – such as data centers, hospitals and laboratories. We analyze hotspots, areas of overcooling, high/low pressure zones and humidity anomalies and incorporate that intel into our designs.

Our engineers and consultants have worked in fortune 500 companies and traveled across the globe in efforts to design, analyze and research energy efficient buildings. SynEnergy's staff consists of Mechanical Engineers, Electrical Engineers, Commissioning Agents, Energy Engineers, Project Managers and Sustainability Consultants that are LEED AP accredited.

Our professional engineers are licensed in Colorado, Oregon, New Mexico, Oklahoma, Texas California, Arizona, Hawaii, Idaho, Washington, Wyoming, and Utah. Our commissioning agents are active with the Association of Energy Engineers – we stay abreast of new trends and technology by participating in classes, workshops, and conferences to ensure that our practices and procedures are aligned with industry standards.

**Local Certifications** include Colorado - Department of Transportation certified Disadvantaged Business Enterprise (DBE). Other certifications are as follows: City and County of Denver – Minority Business Enterprise, Women Business Enterprise, (MBE/WBE).

Our **federal certifications** include Women Owned Small Business (WOSB), Economically Disadvantaged Women Owned Small Business (WOSB) and Small Disadvantaged Business (SDB).



# Section | B



## **US Air Force – Multiple Bases Across the US**

Military Bases – Wastewater Treatment Facilities - Housing - Offices

**Square Footage: 30 Million**

### **Project Highlights**

MEP Design

Design Reviews

Commissioning

Wastewater

AutoCAD Drafting

Energy Modeling



Tetra Tech selected SynEnergy as a subcontractor to develop and implement an Air Force wide sustainability contract, which entailed MEP Design, energy assessments, ASHRAE level 3 energy audits, commissioning and a facility assessment plan to help achieve efficiencies to offset a 20% reduction in energy cost by year 2020. SynEnergy Subcontracted to Tetra Tech.

SynEnergy developed a program to assist the Air Force bases across the United States in meeting their federal government directives. Project included wastewater treatment facilities, classrooms, multi-family residences, office space, hangers, fire stations, training facilities, and commercial kitchens – encompassing over 30 million square feet.

The team conducted commissioning on various building systems, evaluated energy/water usage, developed energy analysis tool used to identify problematic areas for retrofitting including construction budgets and drafting RFIs. We reviewed specifications identifying requirements to elevate level of building performance in: energy and water conservation; O&M funding & life-cycle planning; space optimization & configuration.



## University of California - SB

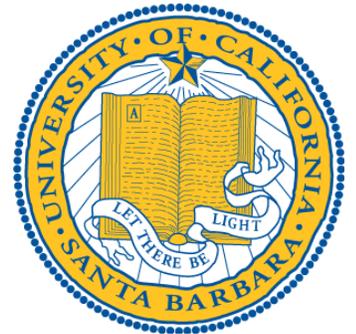
Santa Barbara, CA – Higher Education

Square Footage: 120,000

### Project Highlights

MEP Design  
Design Reviews  
Energy Analysis

Exterior Lighting  
AutoCAD Drafting  
Solar PV



The team provided Mechanical and Electrical Engineering for over 120,000 SF, including classrooms, recreation center, office space for faculty, and, an Olympic size swimming pool.

Efficient building systems were designed to fulfill requirements for LEED GOLD Existing Buildings. Southern California climate was considered when designing an Evaporative Pre-cool system integrated to DX unit condensers– to reduce cooling cost.

With low humidity and a cool ocean breeze all year around, this solution was designed to meet LEED requirements and save the client over 20% on cooling each year.



## Denver Public Schools

Lincoln High School – K12 Education

### Project Highlights

MEP Design	Construction Admin.
Design Reviews	AutoCAD Drafting
Permit Submittals	Fast Schedule

SynEnergy is conducting Mechanical and Electrical Engineering Design services for the renovation of six classrooms, 2 offices, a copy room and the library at Lincoln High School. The 17,000 square foot renovation included the modernization of various building systems and ADA compliance.

The scope entailed unit ventilators, updated control sequences for HVAC, revised lighting, fire alarms, domestic cold and hot water pipes, clocks, intercoms and sprinkler heads NFPA 13 compliance.

Design services and permit drawings were submitted within an expedited timeframe to support the commencement of construction for summer 2016.

Square Footage: 17,000





## Denver Housing Authority

Denver Metro Area, CO - Multifamily

### Project Highlights

MEP Design

Design Reviews

Permit Submittals

Energy Assessment

AutoCAD Drafting

Fast Schedule

Square Footage: varies



SynEnergy was selected as the Engineering Design Firm - Mechanical/ Electrical/Plumbing (MEP) for Denver Housing Authorities Architectural/Engineering ON-CALL.

As the only MEP engineering design firm on this contract– we are tasked to support any design and/or construction administration that involves mechanical/electrical/plumbing building systems.

Tasks orders vary based on what is needed by DHA – included engineering design, specification reviews, AutoCAD drafting, meeting with project management and contractors to identify solutions/issues with plans and system/equipment installation.

This contract is valued at 2 Million from 2015 – 2018.



## IRS Andover Center

Andover, MA – Geothermal Feasibility Study

### Project Highlights

MEP Design	Energy Analysis
Design Reviews	AutoCAD Drafting
Due Diligence	Feasibility Study

Square Footage: 400,000



The US General Services Administration (GSA) commissioned a study to determine the economic feasibility of replacing the proposed conventional HVAC system with a geothermal system. SynEnergy conducted a comprehensive site investigation by drilling two wells to the depth of 400 ft to determine the thermal conductivity of the geological strata. Based on the thermal conductivity, a Variable Air Volume (VAV) System coupled with a Closed Loop Ground Source Heat Pump (GSHP) was selected for the facility. The selection of this system offers the least impact to the currently re-designed VAV and associated duct work distribution system within the building. The VAV system with GSHP represents a saving of 13.3% in energy consumption over the energy usage of the VAV system. Based on the summary report, there is a life cycle cost saving of \$2,685,302 for the VAV system with GSHP over the currently re-designed VAV system. The Savings to Investment Ratio is 5.46 and the Adjusted Internal rate of Return in 12.12%.



---

## US Department of Health

Cherokee, NC – Health Care

Square Footage: 12,500

### Project Highlights

MEP Design  
Design Reviews  
Due Diligence

Energy Analysis  
AutoCAD Drafting  
Construction Admin.

SynEnergy conducted MEP design and construction administration for a 12,500 square foot building which houses juveniles recovering from drug addiction. The Team provided Mechanical and Electrical Engineering services for the renovation of 12 classrooms, student dormitories, faculty offices, cafeteria and kitchen. Scope included mechanical/electrical systems design, cost estimates, energy modeling, value engineering, design reviews, life cycle cost analysis. The Team then designed a new mechanical system with Solar Thermal (renewable energy) to assist the agency with meeting their renewable energy goals.

Energy management tasks included monitoring and verifying energy/water usage encompasses: utility analysis; installing data loggers; develop & calibrate baseline energy model; develop preliminary budgetary estimates for construction to implement energy/water savings systems.

The Team reviewed capital/construction costs, RFI from GCs, construction schedule, reviewed bids from GCs and subcontractors and design specifications. Research was conducted on operating & maintenance savings & potential local and federal rebates/ incentives; financial rate of return and payback analysis of building systems over the next 20 years. As the construction administrator for this project – we informed the building owners / operators of the links between comfort, humidity levels, utility bills, and indoor air quality with a proper HVAC system design and installation.



# Section | C

# MINA MCCULLOM

Project Manager - CEM

*With nearly 16 years of experience in Project Management & Mechanical Engineering; Mina brings her unique understanding of multidisciplinary expertise to deliver efficient building-systems solutions to projects from concept phase to execution. Within the past 5 years, Mina has managed multiple MEP design projects which vary from large military installations, multi-family units, universities to local tenant improvements.*

*As a former Astronautical Engineer with a focus on thermal subsystems in spacecraft – Mina is able to integrate computational fluid dynamics and heat transfer models with mechanical design yielding high performance building systems. She is committed to utilizing resources needed to meet timelines and expectations.*



## Relevant Project Experience

### **DENVER PUBLIC SCHOOLS – MEP DESIGN LINCOLN HIGH SCHOOL**

The team is currently conducting for MEP Engineering design services for the renovation of six classrooms, 3 offices, 1 copy room, and the library at Lincoln high school. Engineers are working on an expedited timeline to support construction by summer 2016.

### **DEPARTMENT OF HEALTH – K-12 Education – MEP Design**

The Team provided MEP design services for the renovation of 12 classrooms, student dormitories, faculty offices, cafeteria, and kitchen. Scope included mechanical/electrical systems design, cost estimates, energy modeling, value engineering, design reviews, life cycle cost analysis. The Team then designed a new mechanical system with Solar Thermal (renewable energy) to assist the agency with meeting their renewable energy goals.

### **DEPARTMENT OF DEFENSE – AIR FORCE ACADEMY**

This contract embedded a wide scope for multiple Air Forces Bases across the United States. An example includes the Air Force Academy in CO Springs, Co –which included MEP design, energy audits, and energy modeling. This scope was conducted for various buildings on the installations. MEP Design and energy audit encompassed the review of all major systems and components. These included Air Handling Units, Cooling Towers, Chillers, Boilers, Primary and secondary pumping system, Domestic hot water heaters, Heat exchangers, Terminal and variable air volume (VAV) boxes, fan coils and fin tubes, Heat recovery units, Motors, Dampers, Pumps, Lighting systems (including foot candle measurement), Building automation/control systems including system programming/sequence of operations, drives and sensors.

## EDUCATION

Stanford University  
MS: Management Science & Engineering

University of CO, Boulder  
MS: Mechanical Engineering/Building Systems

Cal State Long Beach  
BS: Aerospace/Mechanical Engineering

## CERTIFICATIONS

Certified Energy Manager –  
Association of Energy Engineers

## AFFILIATIONS

Member of U.S. Green Building Council

Member of Society of American Military Engineers

Member of Design- Build Institute of America

# JAMES NANCE

Sr. Mechanical Engineer - PE

*James Nance is a Mechanical Engineer with 19 years of experience. Having worked in multiple industries, he has a comprehensive knowledge of many interrelated aspects of building systems, including electrical, mechanical, and building envelopes. For the past two decades he has spent considerable time in conducting facility conditioning assessments for large industrial buildings.*

## Relevant Project Experience

### **DENVER PUBLIC SCHOOLS – MEP DESIGN LINCOLN HIGH SCHOOL**

The team is currently conducting for MEP Engineering design services for the renovation of six classrooms, 3 offices, 1 copy room, and the library at Lincoln high school. Engineers are working on an expedited timeline to support construction by summer 2016.

### **DEPARTMENT OF HEALTH – K-12 Education – MEP Design**

The Team provided MEP design services for the renovation of 12 classrooms, student dormitories, faculty offices, cafeteria, and kitchen. Scope included mechanical/electrical systems design, cost estimates, energy modeling, value engineering, design reviews, life cycle cost analysis. The Team then designed a new mechanical system with Solar Thermal (renewable energy) to assist the agency with meeting their renewable energy goals.

### **DEPARTMENT OF DEFENSE – AIR FORCE ACADEMY**

This contract embedded a wide scope for multiple Air Forces Bases across the United States. An example includes the Air Force Academy in CO Springs, Co –which included MEP design, energy audits, and energy modeling. This scope was conducted for various buildings on the installations. MEP Design and energy audit encompassed the review of all major systems and components. These included Air Handling Units, Cooling Towers, Chillers, Boilers, Primary and secondary pumping system, Domestic hot water heaters, Heat exchangers, Terminal and variable air volume (VAV) boxes, fan coils and fin tubes, Heat recovery units, Motors, Dampers, Pumps, Lighting systems (including foot candle measurement), Building automation/control systems including system programming/sequence of operations, drives and sensors.



## EDUCATION

University of CO, Denver  
MBA

University of Illinois, Urbana–  
Champaign  
BS: Mechanical  
Engineering/Building Systems

## CERTIFICATIONS

Professional Engineer CO: PE 36211

## AFFILIATIONS

Member of U.S. Green Building  
Council

Member of Society of American  
Military Engineers

Member of Design- Build Institute  
of America

# RON SLADE

Sr. Electrical Engineer - PE

*Ron has over 25 years of experience as an Electrical Engineer, an Electrician and Electrical Contractor. Ron prefers projects that are unusual and challenging to projects that are typical. He stays informed and implements the latest technologies, yet can tell you what is inside 40 year old switchgear because he used to work on that as well.*



## Relevant Project Experience

### **DENVER PUBLIC SCHOOLS – MEP DESIGN LINCOLN HIGH SCHOOL**

The team is currently conducting for MEP Engineering design services for the renovation of six classrooms, 3 offices, 1 copy room, and the library at Lincoln high school. Engineers are working on an expedited timeline to support construction by summer 2016.

### **DEPARTMENT OF HEALTH – K-12 Education – MEP Design**

The Team provided MEP design services for the renovation of 12 classrooms, student dormitories, faculty offices, cafeteria, and kitchen. Scope included mechanical/electrical systems design, cost estimates, energy modeling, value engineering, design reviews, life cycle cost analysis. The Team then designed a new mechanical system with Solar Thermal (renewable energy) to assist the agency with meeting their renewable energy goals.

### **DEPARTMENT OF DEFENSE – AIR FORCE ACADEMY**

This contract embedded a wide scope for multiple Air Forces Bases across the United States. An example includes the Air Force Academy in CO Springs, Co –which included MEP design, energy audits, and energy modeling. This scope was conducted for various buildings on the installations. MEP Design and energy audit encompassed the review of all major systems and components. These included Air Handling Units, Cooling Towers, Chillers, Boilers, Primary and secondary pumping system, Domestic hot water heaters, Heat exchangers, Terminal and variable air volume (VAV) boxes, fan coils and fin tubes, Heat recovery units, Motors, Dampers, Pumps, Lighting systems (including foot candle measurement), Building automation/control systems including system programming/sequence of operations, drives and sensors.

## EDUCATION

California State University, Chico  
BS: Electrical Engineering

## CERTIFICATIONS

Professional Engineer CO: PE  
39027

## AFFILIATIONS

Member of Society of American  
Military Engineers

Member of Design- Build Institute  
of America

# PATRICK KEARNS

Quality Control – PE  
Energy Analysis

*Patrick has over 20 years of project engineering experience. Having worked in multiple industries, he has a comprehensive knowledge of many interrelated aspects of building systems, including electrical, mechanical, and building envelope. His experience also includes considerable time in energy analysis and consulting, as well as renewable energy design and evaluation. Patrick worked as a PV design engineer, designing commercial PV and solar thermal systems. He is familiar with many of the related issues such as zoning, permitting, and NEC compliance.*

## Relevant Project Experience

### **DENVER PUBLIC SCHOOLS – MEP DESIGN LINCOLN HIGH SCHOOL**

The team is currently conducting for MEP Engineering design services for the renovation of six classrooms, 3 offices, 1 copy room, and the library at Lincoln high school. Engineers are working on an expedited timeline to support construction by summer 2016.

### **DEPARTMENT OF HEALTH – K-12 Education – MEP Design**

The Team provided MEP design services for the renovation of 12 classrooms, student dormitories, faculty offices, cafeteria, and kitchen. Scope included mechanical/electrical systems design, cost estimates, energy modeling, value engineering, design reviews, life cycle cost analysis. The Team then designed a new mechanical system with Solar Thermal (renewable energy) to assist the agency with meeting their renewable energy goals.

### **DEPARTMENT OF DEFENSE – AIR FORCE ACADEMY**

This contract embedded a wide scope for multiple Air Forces Bases across the United States. An example includes the Air Force Academy in CO Springs, Co –which included MEP design, energy audits, and energy modeling. This scope was conducted for various buildings on the installations. MEP Design and energy audit encompassed the review of all major systems and components. These included Air Handling Units, Cooling Towers, Chillers, Boilers, Primary and secondary pumping system, Domestic hot water heaters, Heat exchangers, Terminal and variable air volume (VAV) boxes, fan coils and fin tubes, Heat recovery units, Motors, Dampers, Pumps, Lighting systems (including foot candle measurement), Building automation/control systems including system programming/sequence of operations, drives and sensors.

## EDUCATION

University of Colorado at Boulder  
MS: Civil Engineering, Building  
Systems Program

MS: Telecommunications,  
Interdisciplinary Telecom Program

Portland State University  
BS: Electrical Engineering

## CERTIFICATIONS

Professional Engineer CO: PE  
0033588

## AFFILIATIONS

Member of U.S. Green Building  
Council

Member of Design- Build Institute  
of America

# Section | D

# References – Client Information

## List of Clients – Last 5 Years

### **United States Department of Defense Air Force – MEP Design, Over 30 Million Square Feet**

Brian MacDonald, PE, CEM

Director of Engineering – Tetra Tech

Ph: 303.895.0861

Email: brian.macdonald@tetrattech.com

Location: United States – Air Force Installations – Various Locations

Scope: Provided MEP design, commissioning and construction administration services for 20 Air Force installations across the United States. Energy and water efficiency was evaluated to support Federal Mandate EPACT 2005.

Size: Square Footage - 33 Million      Project Cost: \$ 25 Million      Date: Aug 2012-Aug 2014

### **Denver Housing Authority – Architectural/Engineering ON-CALL – MEP Design**

Prime: Sandstorms Architects

Rebeca Aristizabal, AIA

President

Ph: 303.623.1184

Email: rebeca@rnnarchitects.com

Location: Denver Metro Area

Scope: Provided mechanical/electrical/plumbing design and construction administration services for multiple multifamily units. Team has performed under tight schedules to support construction efforts.

Size: Square Footage - VARIES      Project Cost: \$2 Million      Date: April 2014 – Ongoing

### **University of California – MEP Design**

Tiffany Beffel, LEED AP

Principal - Innovative Workshop Consulting, LLC

Ph: 303.506.2401 (cell)

Email: tiffany@iworkshopconsulting.com

Location: Santa Barbara, CA

Scope: Provided commissioning and construction administration services for the university's recreation center, cafeteria, office buildings and pool. Energy and water analyses were conducted. Our commissioning study yielded over 35% savings in annual energy cost.

Size: Square Footage – 120,000      Project Cost: \$375,000      Date: Jan 2013 – Sept 2013

# Section | E

# Design Fee

---

We understand the scope of work for this project is to specify and design the systems at the Town's wastewater treatment facility for site access including card key, punch pad and audible addressing, power and operations for a vehicle gate, interface with existing facilities, light at vehicle gate and provisions for future extension of power/controls to other facilities on site.

This fee only includes a level of effort for Design Development (65%) and Construction Documents (CD) 100%.

This proposal assumes all documents will be delivered electronically and drafted using AutoCAD. One set of drawings will be included in the design fee. Other drawings will be provided at \$20.00 per sheet.

This fee **only** includes a level of effort for the following elements:

## **Preliminary Phase:**

1. After receiving notice to proceed – conduct a kick-off meeting via teleconference/web-conferencing using SynEnergy's WebEx account. SynEnergy staff is available to attend in person if desired.
2. Conduct teleconference with the Town to discuss project requirements, financing, schedules, early phases of the project, and other pertinent matters.
3. Review existing electrical systems, plans and issues related to integration of proposed systems.
4. Identify specifications and systems based on meeting and requirements of the project.
5. Develop design schematics, sketches, project recommendations and preliminary layouts, outline specifications and cost estimates.
6. All documents to be delivered via PDF format.

## **Design Phase:**

### Design Development Drawings (65%):

1. Includes one site visit.
2. Load and service calculations of electrical systems.
3. Electrical equipment sizing, load calculations, and design.
4. After approval of Design Development documents – we assume no significant design changes (i.e., changes that will take more than 4 hours of work).

# Design Fee

---

## Construction Documents (100%)

Services consisting of preparation of final electrical engineering calculation, drawing and specifications based on approved design development documentation, setting forth in detail the electrical construction requirements for the project.

### **Bidding Phase:**

The team will provide support including response to questions, addendums or clarifications. As indicated in the RFQ – we are allocating 8 hours for this phase. Additional level of effort will be deemed “additional services” and result in a change order.

### **Construction Phase:**

1. Provide consultation and advice to the Town during the construction phase.
2. Review of contractor scheduling and support pre-construction conference via telephone.
3. Reviewing and approving drawings submitted by contractors for compliance with design.
4. Reviewing performance tests required by specifications. We propose to support this task from our office.
5. Conduct one (1) final inspection and submitting a report of the completed project to the Town.
6. The Town to inform SynEnergy at least 21 business days in advance of Construction Administration completion to schedule inspection.
7. This proposal assumes all documents will be delivered electronically and drafted using AutoCAD.
8. One set of hardcopies/ wet stamps drawings will be included in the design fee. Other drawings will be provided at \$20.00 per sheet.
9. In lieu of conducting progress inspections, SynEnergy propose to conduct one (1) final inspection and provide the Town comments and feedback in a report as stated in #5. We are open to discussing number of visits with the Town.

# Design Fee

## Schedule:

SynEnergy provided a draft schedule below. After receiving notice to proceed we will work with the Town to update dates and assumptions.

SynEnergy Proposed Schedule			
Scope Description - Assuming Notice to Proceed is Oct 17, 2016	Duration	Start	Finish
<b>Preliminary Phase</b> <b>Facilitate Kick-off Meeting with the Town</b> * Discuss parameters of the project * Discuss goals and objectives for project * Establish document parameters, confirm schedules * Collect baseline data, documents * Provide meeting minutes to the Town	1 day	10/17/2016	10/18/2016
<b>Design Phase Design Development Drawings (65%):</b> * Site Visit * Electrical equipment sizing, load calculations, and design. * Provide the Town with 65% drawings	4 Weeks	10/24/2016	11/14/2016
<b>Town of Lyons Review and Comments</b> * Review and provide comments to SynEnergy	1 Week	11/15/2016	11/22/2016
<b>Design Phase Design Construction Drawings (90%):</b> * Setting forth in detail the electrical construction requirements for the project. * Provide a permit set to the Town for review before submitting final CDs.	2 Weeks	11/23/2016	12/12/2016
<b>Town of Lyons Review and Comments</b> * Review and provide comments to SynEnergy	2 days	12/13/2016	12/15/2016
<b>Design Phase Design Construction Drawings (100%):</b> * Provide CDs electronically in PDF format and 1 set of wet stamps/hardcopy.	1 week	12/15/2016	12/23/2016
<b>Bidding Phase</b> *The team will provide support including response to questions, addendums or clarifications.	2 Weeks	TBD	TBD
<b>Construction Phase:</b> *Provide consultation and advice to the Town during the construction phase * One (1) final inspection visit. * Final Inspection Report provide to the Town electronically in PDF format.	6 weeks	TBD	TBD

# Design Fee

## Design Fee Schedule

The Fixed Fee for the scope described is: \$13,547.00

Fee Schedule			
Phase	Action	Invoice Amount	Invoice Due
Design Development	PDF submitted	\$ 5,418.80	Net 45
Construction Documents	PDF and hardcopy submitted	\$ 7,450.85	Net 45
Construction Administration	Report submitted	\$ 677.35	Net 45
<b>Total Fee</b>			
	\$ 13,547.00	\$ 13,547.00	

# Design Fee

---

Exclusions are as follows:

1. Mechanical/Plumbing Engineering.
2. Demolition drawings or notes.
3. Design of utility services beyond 5 feet from the bldg. foot print.
4. LEED related analysis, documentation, or commissioning.
5. Value engineering effort
6. Energy compliance of any kind.
7. Commissioning
8. Redesign due to modified floor plans.
9. Parking lot and exterior lighting.
10. Changes or support those results from project encroachment into utility works or easements.
11. Design or detailing of any owner specified equipment.
12. Fire alarm design or layout.
13. Site improvements such as parking lot lighting.
14. Voice/Data, Access, audio/visual, security, and fire alarm design or layout other than security gate.
15. LEED related analysis, documentation, or commissioning.
16. As-built or record drawings and/or documentation.
17. Layout, design or specifying of any Intrusion, access, security, or Audio / visual system.
18. Test and Balance on any system.
19. Arc Flash or Fault Capacity analysis or report.
20. Re-design after Value Engineering due to budget constraints.
21. Re-design after completion of Construction Documents.
22. Changed conditions at the site or by Owner
23. REVIT / BIM modeling

# Design Fee

---

## Assumptions:

- SynEnergy will support client without multiple office visits.
- The Town will provide SynEnergy design parameters, plans, and other pertinent information for the electrical design in an organized and timely manner (i.e., at least 4 weeks before electrical drawings are due).
- Provide SynEnergy with a Site plan in AutoCAD.
- The Town will answer emails / phone calls pertaining to this project in less than 24 hours. This will help prevent schedule slips.
- Drafting will be conducted in AutoCAD.
- The Town to inform SynEnergy at least 21 business days in advance of Construction Administration completion to schedule inspection.
- For tenant improvement (retrofits) – MEP designs are based on existing conditions during the site visit. Any changes made by the architect or owner that was not brought to our attention during the site visit and that impacts our design will be treated as additional services.
- Changes to plans may affect price and schedule.
- Final product is deemed delivered once sign drawings are provided. Any changes after CDs are delivered will be deemed added services.
- Addendums, revisions, and changes are NOT part of this fee and will be charged extra.
  - Our minimum change order value is \$1000.00 per request we strongly advise clients to bundle all change orders into 1 request to maximize time and value for these unforeseen requests.
- AutoCAD files may be provided at an additional charge.
- **Drawings will be delivered in PDF format electronically.**
- **Additional Hard copies will be provided at \$20.00 per sheet.<sup>1</sup>**
  - **One delivery fee is included in the fee.**
  - **Additional Delivery fee is \$149.00 per instance in the Denver Metro Area; and**
  - **All Mailed Delivery is \$109.00 per instance.**
- **Inform SynEnergy at least 5 business days in advance for hard copies/ wet stamps.**
- **This fee assumes all invoices will be paid IN FULL within 45 (regular) days or less from the date of each individual invoice that is sent and time-stamped via email. (Please reference “Payments” in terms and conditions below for more details).**

---

<sup>1</sup> One set of hardcopy drawings is included in the fee.

## Acceptance of Proposal

This proposal is valid for acceptance for 30 days from the date submitted, and thereafter is subject to revision, withdrawal, or renegotiation. Within the 30 day acceptance period, or thereafter, this proposal shall be deemed to be accepted by Client upon any of the following events: a) Execution of agreement with signed copy returned to SynEnergy, b) Payment of invoice for services whether in whole or in part. Any changes to the terms and conditions may impact the fee in this proposal.

### SynEnergy LLC

### Town of Lyons

---

Signature

---

Signature

---

Mina (Ishimine) McCullom

---

Typed or Printed Name

---

Typed or Printed Name

---

President and CEO

---

Title

---

Title

---

Date

---

Date

# Section | F

# Terms & Conditions

## GENERAL:

Fees are based upon SynEnergy's best estimate from the project parameters that have been supplied from the Client as of the date of this proposal.

## CLIENT'S RESPONSIBILITY:

Client shall provide SynEnergy with all necessary information, drawings and documents pertaining to the Project to permit SynEnergy to render its services. Client shall notify SynEnergy of any changes "in writing" in design, scope or schedule; any such changes will affect the budget and schedule of the Project. Client shall appoint a single point of contact to act as liaison between the Client and SynEnergy.

## REIMBURSABLE EXPENSES:

Reimbursable expenses are those costs incurred by SynEnergy in executing the work of this project, on behalf of the Client, in addition to salaries and consultant fees for the work described. Reimbursable expenses can include but not limited to: office supplies, long distance communications, reproductions, shipping of documents, expense of transportation in connection with out-of-town travel authorized by the Client, mileage @ \$0.55/mile. Travel expenses are not included in this proposal and are subject to reimbursement by the Client.

## PAYMENTS:

Billings and Payments: Work in progress and related Reimbursable Expenses shall be billed monthly, based on that portion of the Scope of Services completed, or upon the number of hours expended, or upon the number of building permits issued, as appropriate to the type of fee agreed to. Payments not received within forty-five (45) days of invoice dates, shall be considered past due. Client agrees to pay a late charge on the sum outstanding, from the original invoice date to the actual date of receipt of payment, at a rate of 2.5% per month (30 days) outstanding.

Failure of the Client to make payments in a timely manner shall be considered substantial non-performance and cause for suspension and/or termination of work upon seven (7) days written notice to the Client. In the event of suspension, a re-start fee may be incurred. If work is suspended or terminated, payment shall be due immediately for all services rendered and all Reimbursable Expenses incurred. Disputes or questions regarding invoices or a portion thereof shall not be cause for withholding payment for other portions due.

No deductions, offsets, or withholdings shall be made for any reason unless SynEnergy LLC agrees in advance to adjustments or has been found to be legally liable for such amounts. Nor shall payment to SynEnergy LLC be withheld, postponed, or contingent upon receipt by the Client of offsetting reimbursement or credit from the contractor or other parties causing Additional Services or expenses. Should it become necessary for SynEnergy LLC to retain an attorney for the purpose of collecting fees due, the Client shall be liable for all costs of collection, including but not limited to, court costs, any of SynEnergy LLC employee time involved in such collection effort, expenses, and reasonable attorney's fees.

**BOUNCED CHECKS OR INSUFFICIENT FUNDS:**

All bounced checks or insufficient funds will require a fee for 7.00% of the value or \$125.00 whichever is greater.

**ENGINEERING SERVICES:**

SynEnergy opinion of probable construction cost, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. SynEnergy cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

A mechanical or electrical condition is hidden if it is concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If SynEnergy has reason to believe that a mechanically or electrically deficient condition may exist, SynEnergy shall notify the Client who shall authorize and pay for all costs associated with the investigation of such condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) SynEnergy has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and SynEnergy shall not be responsible for the existing condition nor any resulting damages to persons or property. SynEnergy shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

SynEnergy will not supervise, direct, or have control over the Contractor's work. SynEnergy shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor on the job site.

SynEnergy shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents.

SynEnergy and proposal does not include any services related to asbestos abatement and/or hazardous or toxic materials.

**SUSPENSION OF SERVICES:**

Suspension of services relative to financial circumstances is addressed under PAYMENTS.

**PROJECT TERMINATION:**

Should the scope of work change significantly, and SynEnergy is not terminated, SynEnergy reserves the right to renegotiate the contract as applicable. In the event of termination of our services, SynEnergy will be paid for all work accomplished through the date and time of the termination, even though the billing for said work may occur after the date of termination. Said work will be billed at the hourly rates then in effect.

**OWNERSHIP OF DOCUMENTS:**

All documents produced by SynEnergy under this agreement shall remain the property of SynEnergy. Upon payment for such documents, Client shall possess an irrevocable license to use such documents for purposes of the project.

The Client or others may not use said documents for any other endeavor without written consent of SynEnergy. The Client may make \_\_\_\_\_ and retain copies for information and

reference in connection with this project.

Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of this project or any other project.

All documents including calculations, computer files, drawings, and specifications prepared by SynEnergy pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. They are and shall remain the property of SynEnergy.

Any reuse without written approval or adaptation by SynEnergy is prohibited.

Further, due to the potential exposure to liability if documents are used without SynEnergy involvement, the Client agrees to defend, indemnify and hold harmless SynEnergy from and against any claims, damages, losses and expenses including, but not limited to, reasonable attorney's fees, arising out of or resulting from the Client's use, reuse, or alteration of any such documents including any claims brought by any third parties.

#### REUSE OF DOCUMENTS:

All documents and drawings created by SynEnergy for this Project are instruments of service. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this Project or any other Project. Any reuse without written verification or adaptation by SynEnergy will be at the Client's sole risk and without liability to SynEnergy; the Client shall indemnify and hold harmless SynEnergy from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from Client's reuse of SynEnergy drawings and documents.

#### INDEMNITY, HOLD HARMLESS RESTRICTION:

The Client and SynEnergy shall, to the fullest extent permitted by law, indemnify and hold harmless each other, their officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the negligent performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of such indemnifying party.

#### LIMITATION OF LIABILITY:

In recognition of the relative risk, rewards and benefits of the project both to the Client and to SynEnergy, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, SynEnergy's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall be limited to an amount no greater than total amount contract amount or the amount paid to SynEnergy for the performance of its services whichever is less. Such causes include, but are not limited to, SynEnergy negligence, errors, omissions, strict liability, breach of agreement or breach of warranty.

#### DISPUTE RESOLUTION:

In an effort to resolve any conflicts that may arise during or following the completion of the project, we both agree that all disputes arising out of, or relating to this agreement shall be submitted to non-binding mediation under the auspices of a nationally recognized mediation agency. The mediation shall only take place in Denver, CO.

**INSURANCE:**

SynEnergy agrees to maintain in force for the duration of the project the types and limitations on insurance as shown on the attached certificate of insurance.

SynEnergy is not required to include any others as additional insured or named insured, nor to waive any claim or rights of subrogation against any others for losses and claims covered or paid by SynEnergy's general liability insurance.

**ADDITIONAL CHARGES:**

Should the Client request additional services which are beyond the scope of this Agreement, the Client must state the additional services "in writing". SynEnergy will perform the work on a time and materials basis using standard billing rates.

**PROPOSAL ACCEPTANCE:**

Upon execution of this proposal, a non-refundable deposit fee of \$0.00 shall be due. This deposit is applied to the total proposal price and is not-refundable for any reason. Thereafter, SynEnergy shall bill Client according to the payment schedule.

This proposal shall become binding, subject to the terms and conditions herein. Any commencement of the work, furnishing of any documents, payments for services by Client or acceptance of payment by SynEnergy prior to the written acknowledgement of the proposal shall be governed by this proposal, regardless when executed.

# Section | G

# Change Order Request

<b>Project Name</b>		<b>Date of Request</b>	
<b>Requested By</b>			
<b>Presented To</b>			

<b>Description of Change Request:</b>

<b>Reason for Change:</b>

<b>Effect on Deliverables: (SynEnergy will fill in)</b>

<b>Effect on Schedule: (SynEnergy will fill in)</b>

<b>Effect on Project Cost: (SynEnergy will fill in)</b>			
Item Descriptions		Dollars	
			Increase
Item Description #1			\$ 0.00
Item Description #2			\$ 0.00
Item Description #3			\$ 0.00
<b>Total Net Change in Cost:</b>		\$ 0.00	

---

Effect of NOT approving this Change: (SynEnergy will fill in)

Reason for Rejection (if applicable): (SynEnergy will fill in)

Functional Project Manager (Fill in Client Company Name)

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

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

SynEnergy, LLC

Approved

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

Rejected

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

**Meeting Date: October 3, 2016**

**Subject:** Meadow Park Phase II PW 20B1 Construction Change Order update

**Background Information:** In September of 2015 Krische Construction began flood recovery work in Lavern Johnson (formerly known as Meadow Park) to complete phase II construction of the park. Like any large construction project we have incurred some add services/change orders to the original contract. Some of these changes have been credits for design changes or material adjustments and others have been additional charges for items that were not in the drawings during the bidding process. These change orders are outlined below and attached for each:

		<b>CREDIT</b>	<b>ADD</b>
Change Order #46	Add tongue and groove at WPA Shelter		\$1,333
Change Order #48	Delete crusher fine path near T-1	\$767	
Change Order #49	Install top plate at new restroom		\$1,224
Change Order #52	Bank stabilization/mulch river structure 8		\$1,739
Change Order #53	Plants for stabilization river structure 8		\$7,035
Change Order #54	Erosion control/stabilization river structure 8		\$9,658
Change Order #67	Excavate wet land/install 6" cobble		\$2,024
Change Order #73	Add EMV card for parking kiosks		\$4,835
Change Order #74	Steel Plate cover for Lyon's ditch culvert in road		\$932
Change Order #75	Delete Concrete pad and add crusher/timbers at corn hole		\$683
Change Order #76	Add gutters missing from buildings		\$1,417
Change Order #78	Trash enclosure steel brackets for gates		\$466
Change Order #83	Credit for deleting fencing at boulder wall	\$868	
Change Order # 84	Add 48 LF of wood fencing at T-1		\$3,403
Change Order # 85	Add hose bib connection at new Restroom		\$1,743
Change Order #86	Add Masonry 8" CMU at ice rink fire pit		\$732
Change Order #87	Stone Cap revise at WPA size fits between column and rafter		\$2,193
Change Order #97	Temp Irrigation add for east area		\$1,765
Change Order #98	Delete Cat tails and add grasses at wetlands		\$351
Change Order #101	Add safety bars at stream play feature		\$1,213
Change Order #102	Add Caulking at restroom showers after punch list		\$393
<b>Total</b>		<b>\$1,635</b>	<b>\$43,139</b>

The Meadow Park Phase II contract was approved for a not to exceed amount of \$6,172,760. The Meadow Park project has the available funding to cover the above change orders within the PW budget. Change orders 1-7 totaled an additional \$11,707, change orders 8-22A/B totaled \$21,404, change orders 14,17,19,24,25 and 34 were an additional \$8,193, change order 50 was an additional \$21,336, change orders 18,21,23,28,31,36A,38.39,44,45,47,61,68,69,82, and 100 were a credit to the town of \$7,940, the current change orders total is **\$41,504** which to date brings the total of change orders for the entire project to \$96,201. This brings the contract total to date to \$6,268,961.

Typical construction contracts allow for a 10% contingency. Currently the Meadow Park Phase II Project has used 1.5% contingency which is well below the budgeted amount. Below is the recap of Meadow Park funding.

<u>Meadow Park Funding Sources</u>	<u>Amount</u>
PW 20	\$5,017,075
PW 35	\$2,817,550
PW 20 Mitigation	\$86,178
GOCO	\$1,122,000
LCF	\$10,000
Colorado Home and Garden	\$15,000
CDPHE	\$150,000
CIRSA	\$288,978

**Total Flood Recovery Funding for Meadow Park**  
**\$9,706,783**

The Meadow Park Project is in final closeout with punch list items being completed within the next month. There will be additional change orders coming to the board as the project is completed but some of the items will be credits for changes or deletions to the scope of work.

**TOWN OF LYONS, COLORADO  
RESOLUTION 2016-85**

**A RESOLUTION APPROVING CHANGE ORDERS 46, 48, 49, 52, 53, 54, 67, 73, 74, 75, 76,  
78, 83, 84, 85, 86, 87, 97, 98, 101, AND 102 TO THE CONTRACT WITH KRISCHE  
CONSTRUCTION FOR PHASE II CONSTRUCTION OF LAVERN M. JOHNSON PARK,  
FORMERLY KNOWN AS MEADOW PARK**

**WHEREAS**, LaVern M. Johnson Park, formerly known as Meadow Park (“Park”) in the Town of Lyons (“Town”), suffered serious damage in the September 2013 flood; and

**WHEREAS**, in accordance with the Town’s purchasing policies, the Town staff solicited bids for the second phase of reconstruction of the Park (“Project”) and, pursuant to Resolution 2015-83, awarded the contract to Krische Construction (“Contract”) and authorized the Mayor or Mayor Pro Tem to execute such Contract; and

**WHEREAS**, the Contract contains a not-to-exceed amount of \$6,172,760.00, but also includes a contingency provision for the purpose of paying for change orders; and

**WHEREAS**, pursuant to Resolution 2016-39, the Board of Trustees modified the approval of such Contract and declared that its approval of the full not-to-exceed amount of Six Million One Hundred Seventy-Two Thousand Seven Hundred Sixty Dollars (\$6,172,760.00) also included the adjustment contingencies referenced in the Contract for the purpose of covering change orders; and

**WHEREAS**, large construction projects inevitably incur change orders, and this Project is no exception; and

**WHEREAS**, the Board of Trustees has previously approved change orders for this Project; and

**WHEREAS**, Change Orders 46, 48, 49, 52, 53, 54, 67, 73, 74, 75, 76, 78, 83, 84, 85, 86, 87, 97, 98, 101, and 102 have now been presented to the Town, which are comprised of additional charges of Forty-Three Thousand One Hundred Thirty-Nine Dollars and No Cents (\$43,139.00) and a credit of One Thousand Six Hundred Thirty-Five Dollars and No Cents (\$1,635.00), for a total additional cost of Forty-One Thousand Five Hundred Four Dollars and No Cents (\$41,504.00), which, if approved, will bring the total for all approved change orders on the Krische Contract to date to Ninety-Six Thousand Two Hundred One Dollars and No Cents (\$96,201.00); and

**WHEREAS**, the additional costs for Change Orders 46, 48, 49, 52, 53, 54, 67, 73, 74, 75, 76, 78, 83, 84, 85, 86, 87, 97, 98, 101, and 102 are within the approved total not-to-exceed amount of the Contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO:**

Section 1. The Town Board of Trustees hereby approves the requests for Change Orders 46, 48, 49, 52, 53, 54, 67, 73, 74, 75, 76, 78, 83, 84, 85, 86, 87, 97, 98, 101, and 102 to the contract with Krische Construction for Phase II construction of LaVern M. Johnson Park, formerly known as Meadow Park, for a total additional cost of Forty-One Thousand Five Hundred Four Dollars and No Cents (\$41,504.00).

Section 2. The Mayor or Mayor Pro Tem is hereby authorized to execute any such documents as are necessary to implement this Resolution, with input as needed from the Town Administrator, Town Engineer, and Town Attorney.

**ADOPTED this 3<sup>rd</sup> day of October 2016.**

TOWN OF LYONS

By: \_\_\_\_\_  
Connie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Debra K. Anthony, MMC - Town Clerk

September 16, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #76

In the plans for construction of the park the gutter detail for the new restroom, new picnic shelter and the concession building was omitted. The gutters are necessary for the maintenance and longevity of the building materials so this additional scope needed to be added to the project.

The unit prices from the contract were used for the cost of this scope change and were reviewed by the designer and the project manager.

Sloane Nystrom



Town of Lyons

Parks Project Manager





605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 8.5.16  
COP #: 76

Meadow Park Phase II  
PROJECT

TOL- Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
cc

**Detailed description of Change Request:**

Per ASI #47 - add gutters to sloping, angled roof edges on the new restroom, new picnic shelter & new concessions building.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor: [Signature] 8.5.16  
Krische Construction Date

Engineer Architect: [Signature] PE 9-26-16  
Date

Owner: [Signature] 9-27-16  
Dave Cosgrove Date

Owner: [Signature] 9-24-16  
Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7643/ F. 303-776-9698

REQUEST FOR CHANGE PROPOSAL

Date: 8.5.16  
 COP #: 76

Meadow Park Phase II  
 PROJECT

Per ASI #47 - add gutters to sloping, angled roof edges on the new restroom, new picnic shelter & new concessions building.  
 DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	0		65.00	0	0.00	0	0.00	0	0
Superintendent	2		55.00	110	0.00	0	0.00	0	110
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				145		0		0	145
Overhead	10.00%								15
Profit	5.00%								7
<b>Total of Work / Items by Krische</b>									167
<b>Work / Items by Subcontractors</b>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Front Range Seamless Gutters	1		0.00	0	0.00	0	0.00	1,150	1,150
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				0		0		1,150	1,150
Overhead	0.00%								0
Profit	5.00%								58
<b>Total of Work / Items by Subcontractors</b>									1,208
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								7
Builders Risk Insurance	0.50%								7
Payment and Performance Bond	2.00%								28
<b>Subtotal of Other Costs</b>									43
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									43
<b>TOTAL COST</b>				145		0		1,150	1,417



4871 Weld County Road #7 Erie, CO 80516  
303-828-3936 or 970-663-0070

# INVOICE

DATE: 7/22/2016  
INVOICE #: 675448

**BILL TO:**

Krische Construction  
605 Weaver Park Rd.  
Longmont, CO.  
80501

**SHIP TO:**

Lyons Meadow Park  
600 Park Dr & Hwy7  
Phase II  
Everett 303-591-2387  
JoeBlack@krischeconstruction.com

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Due on receipt	JE	7/22/2016			Meadow Park
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
		ASI #47				
2	As Bid	1 Man 2 Hours Shop Labor			50.00	100.00
8	As Bid	Installer 1: 8 Hours Labor			25.00	200.00
8	As Bid	Installer 2: 8 Hours Labor			25.00	200.00
8	As Bid	Installer 3: 8 Hours Labor			25.00	200.00
120	As Bid	120' Material			3.75	450.00
<p>Unpaid balances over 30 days are subject to a 2% finance charge. (Annual interest rate of 24%.) Plus reasonable collection costs and/or attorney fees.</p>						
<p>Please include invoice # with payment. Credit Card payments, add 3%</p>					<b>TOTAL</b>	<b>\$1,150.00</b>



Strength in design. Strength in partnership. Strength in community.

**Lyons Meadow Park**

Project No. 2014-106

**Architects Supplemental Instruction No. 47**

---

TO: Kirsche Construction

DATE OF ISSUANCE: 06/09/2016

---

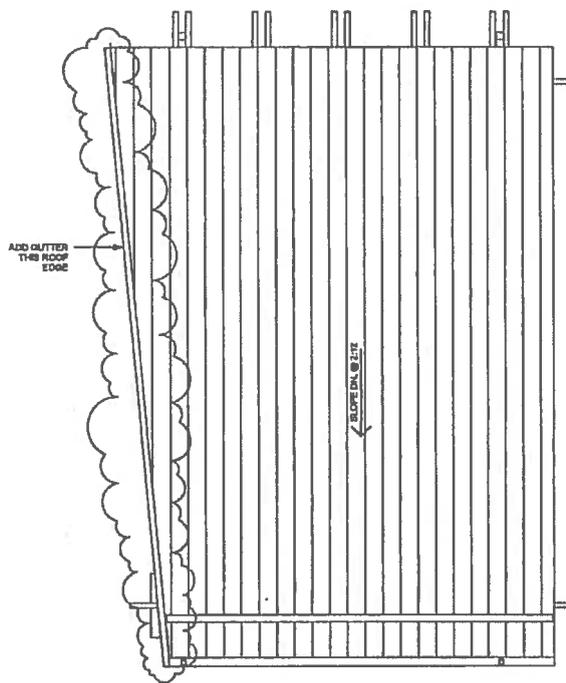
The work will be carried out in accordance with the following instructions issued in accordance with the Contract Documents.

Add gutters to the sloping, angled roof edges on the New Restroom, New Picnic Shelter & Concessions Building. See attached roof plans.

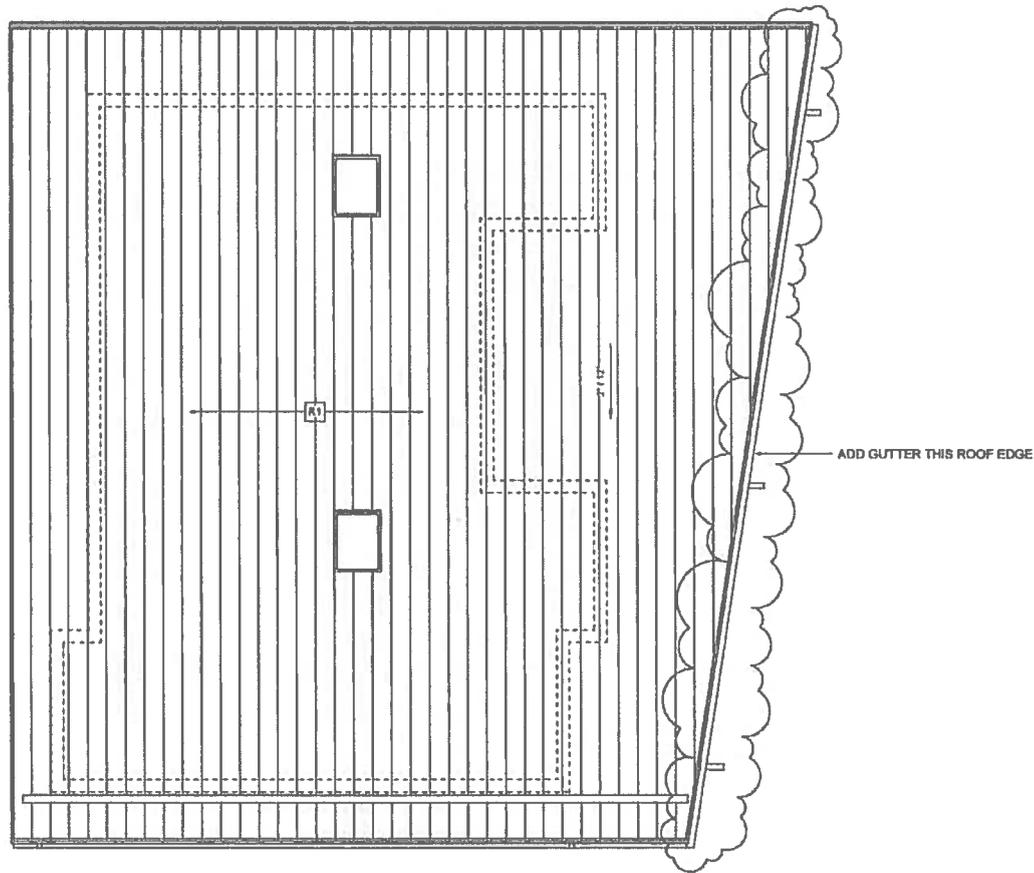
END OF ASI

**VAUGHT FRYE LARSON architects**

401 W. Mountain Ave, Suite 100 ■ Fort Collins, CO 80521 ■ tel. 970.224.1191 ■ fax 970.224.1662 ■ [www.theartofconstruction.com](http://www.theartofconstruction.com)

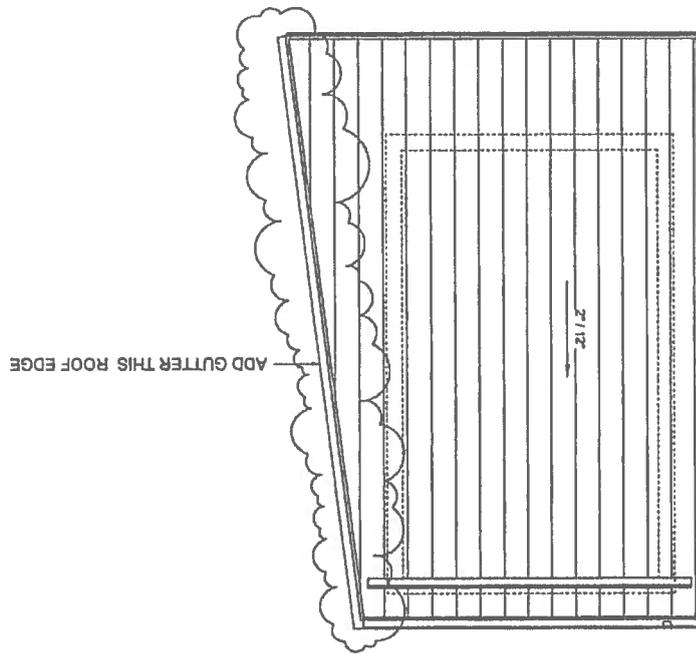


NEW PICNIC STRUCTURE  
ROOF PLAN



NEW RESTROOM ROOF PLAN

CONCESSIONS BUILDING  
ROOF PLAN



September 16, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #83

With the installation of the entrance path we had to alter the detail and eliminate sections of fencing where we needed to reduce the path from 5' to 4'. In order to make room for RV's we had to take out the fencing that was causing the road to narrow.

We used the bidding prices for fencing and compared it to the other fencing changes we had previously for this credit.

Sloane Nystrom



Town of Lyons

Parks Project Manager





605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643 / F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 8.9.16  
COP #: 83

Meadow Park Phase II  
PROJECT

TOL- Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
CC

Detailed description of Change Request:

Credit owner to delete 7 sections of 2 rail fencing at the sandstone entry road boulder wall.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor: [Signature] 8.9.16  
Krische Construction Date

Engineer [Signature] PE 9-26-16  
Architect: [Signature] XXX Date

Owner: [Signature]  
Dave Cosgrove Date

Owner: [Signature] 9-26-16  
XXX Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7643/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 8.9.16  
 COP #: 83

Meadow Park Phase II

Credit owner to delete 7 sections of 2 rail fencing at the sandstone entry road boulder wall

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	2		65.00	130	0.00	0	0.00	0	130
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				165		0		0	165
Overhead	10.00%								17
Profit	5.00%								8
<b>Total of Work / Items by Krische</b>									190
<b>Work / Items by Subcontractors</b>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Metro Fence	1		0.00	0	0.00	0	0.00	(1,032)	(1,032)
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				0		0		(1,032)	(1,032)
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Work / Items by Subcontractors</b>									(1,032)
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								(4)
Builders Risk Insurance	0.50%								(4)
Payment and Performance Bond	2.00%								(17)
<b>Subtotal of Other Costs</b>									(26)
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									(26)
<b>TOTAL COST</b>				165		0		(1,032)	(868)



8335 Quebec Street  
Commerce City, CO 80022  
Phone: (303) 469-1317 | Fax: (303) 469-1338  
**CHANGE ORDER**

April 26, 2016  
Estimate No: 23097 (CO#2)

To: *Krische Construction*  
605 Weaver Park Rd.  
Longmont, CO 80501

Attn: *Joseph Black*  
O: 303-776-7643  
F: 303-776-9598  
[JoeBlack@krischeconstruction.com](mailto:JoeBlack@krischeconstruction.com)

Re: *Lyons Meadows Park – Change Order Deduct*

Description: *SANDSTONE BOUNDER WALL*  
Reduction for installation of 7 sections of 2- rail fence at *Limestone wall (Sheet L5.0)*  
Materials = \$608.00  
Crew Labor for post installation = \$330.00  
Overhead & Profit 10% = \$ 93.80

Total Deduct \$ 1,031.80

*<1,032.00>*

**Assumptions/Clarifications:**

Owner/Contractor shall provide clear and clean access to the work area at all times during construction operations.  
Proposal based on Plans: L5.0 and L6.2  
Additional mobilizations due-to schedule change or delay once on site at \$300,00 each.  
Proposal valid for 30 days  
Insurance is based upon Metro Fence's \$5 million policy

**Exclusions:**

1. Private and owner installed utility locates (i.e.. irrigation, field lighting, communications, etc..).
2. Surveying, layout and/or staking
3. Participation in OCIP, ROCIP and/or other insurance coverages/plans
4. Permits
5. Bonds not included (rate .015)

\*This and all proposals subject to mutually agreeable contract terms, conditions and acceptable insurance requirements\*

Metro Fence Company, Inc.  
S.B.E.

  
Raymond Young Estimator  
[raymondy@metrofence.net](mailto:raymondy@metrofence.net)

**Joe Black**

---

**From:** Raymond Young <raymond@metrofence.net>  
**Sent:** Tuesday, April 26, 2016 2:25 PM  
**To:** Joe Black  
**Subject:** Lyons Meadows Park - Deduct Change Order  
**Attachments:** 3528\_001.pdf

Joe,

See attached for the deduct of the fence sections at the limestone wall.

Please note that all the wood materials have already been purchased and are non-returnable, so there is no deduct for those materials.

Thank you,

*Raymond Young*

**Estimator**

**METRO FENCE COMPANY, Inc.**

8335 Quebec St.

Commerce City, CO. 80022

Office: 303-469-1317 ext 16

FAX: 303-469-1338

Cell: 303-591-1968

[raymond@metrofence.net](mailto:raymond@metrofence.net)

[www.metrofence.net](http://www.metrofence.net)

September 22, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order #87

When construction of the WPA shelter began it was discovered that there were issues with the grading which was adjusted but in turn caused the elevations of the building to be adjusted. Once the columns started to be built we found the caps wouldn't fit within the space between the top and the rafters. We had to have a smaller custom stone cap constructed so that it would fit the space.

We called the local stone company and received pricing on the cap stones and reviewed the labor hours and it is in line with masonry work for this scope.



Sloane Nystrom  
Town of Lyons  
Parks Project Manager





805 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 8.16.16  
COP #: 87

Meadow Park Phase II  
PROJECT

TOL- Stiane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
cc

**Detailed description of Change Request:**

Per ASI #34 - Revise stone cap detail so new stone caps will fit between column and rafter tail.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor: [Signature] 8.16.16  
Krische Construction Date

Engineer [Signature] 9-26-16  
Architect: [Signature] XXX Date

Owner: [Signature]  
Dave Cosgrove Date

Owner: [Signature] 9-26-16  
XXX Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7643 / F. 303-776-8598

REQUEST FOR CHANGE PROPOSAL

Date: 8.16.16  
 COP #: 87

**Meadow Park Phase II**

Per ASI #34 - Revise stone cap detail so new stone caps will fit between column and rafter tail

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	2.5		65.00	163	0.00	0	0.00	0	163
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				198		0		0	198
Overhead	10.00%								20
Profit	5.00%								10
<b>Total of Work / Items by Krische</b>									227
<b>Work / Items by Subcontractors</b>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Patrick Manning Masonry	1		0.00	0	0.00	0	0.00	1,809	1,809
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				0		0		1,809	1,809
Overhead	0.00%								0
Profit	5.00%								90
<b>Total of Work / Items by Subcontractors</b>									1,900
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								11
Builders Risk Insurance	0.50%								11
Payment and Performance Bond	2.00%								44
<b>Subtotal of Other Costs</b>									66
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									66
<b>TOTAL COST</b>				198		0		1,809	2,193

# Change Order

Patrick Manning  
2161 Tulip St.  
Long. Co. 80501  
(720)331-6785

Re. ASI #34

Change requested by:  
Krische Construction  
605 Weaver Park Rd.  
Long. Co. 80501

Work performed at:  
Meadow Park  
601 Park Ave  
Lyons Co.

Change requested:  
Lower caps at W.P.A. Shelter 4"

Reason for change:  
Cap stones will not fit between column and rafter tail

Change performed:  
Lower stone veneer 4" lay Sill Stones and cap w/1" thick 36  
x42 red stone to seal the top of columns

20 hrs	at \$61.50	\$1,230.00
4- 36 X 42 X 1" red caps	\$84.00 ea.	\$336.00
1.5 hrs Project management	\$52.50 hr	\$78.75

Total  
ADD 10% PROFIT AND OVERHEAD  
TOTAL THIS CHANGE ORDER  
Respectfully Submitted, Patrick Manning

\$1,644.75  
\$164.48  
~~\$1,891.46~~  
\$1,809.22

September 16, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #97

During construction of the park there were sections in the west of the park that were still under construction and not ready for the irrigation installation. The east core of the park needed to be installed and completed before the first festival so it was imperative that connection to a temporary irrigation line be made to water all of the new sod and landscaping until the other main lines could be installed for the entire system.

These prices were reviewed by the project manager and the town engineer to ensure these costs were industry standard for this scope of work.

Sloane Nystrom



Town of Lyons

Parks Project Manager





605 Weaver Park Road / P O, Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643/ F. 303-776-9599

REQUEST FOR CHANGE PROPOSAL

Date: 8 22 16  
COP #: 97

Meadow Park Phase II  
PROJECT

TOL- Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY:

Ripley Design - Russ / Stephanie Architects  
cc:

**Detailed description of Change Request:**

Per owners directive - add for temporary point of connection to keep sod alive, flush mainline and laterals. Added (2) gate valves included.

Please see attached SJ Wards labor and materials breakdown

Value of this Request for Change: 1,765

Calendar Days project is / is not extended: 0

Contractor: [Signature] 8 22 16  
Krische Construction Date

Architect: [Signature] PE 9-26-16  
XXX Date

Owner: [Signature]  
Dave Cosgrove Date

Owner: [Signature] 9-26-16  
Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7643/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 8.22.16  
 COP #: 97

Meadow Park Phase II  
 PROJECT

Per owners directive - add for temporary point of connection to keep sod alive, flush mainline and  
 laterals. Added (2) gate valves included.  
 DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	2		65.00	130	0.00	0	0.00	0	130
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				165		0		0	165
Overhead	10.00%								17
Profit	5.00%								8
<b>Total of Work / Items by Krische</b>									190
<b>Work / Items by Subcontractors</b>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
SJ Wards	1		0.00	0	0.00	0	0.00	1,450	1,450
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				0		0		1,450	1,450
Overhead	0.00%								0
Profit	5.00%								73
<b>Total of Work / Items by Subcontractors</b>									1,523
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								9
Builders Risk Insurance	0.50%								9
Payment and Performance Bond	2.00%								35
<b>Subtotal of Other Costs</b>									53
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									53
<b>TOTAL COST</b>				165		0		1,450	1,765



September 16, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #98

During the construction of the wet land feature in Meadow Park it was discovered that the designer called out Cat Tail plants for the landscape installation. During the planning of the park there were some board and commission members that stressed no planting of Cat Tails because they become a weed in these areas. We substituted the cat tails with iris and sedge which are better suited plants for this natural area.

The contractor brought in 1 gallon plants which were all they could find at that time of the planting season but we had cuttings in the original specifications which would have been cheaper. The one gallon plants were more expensive but the contractor agreed to reduce the costs of the plants as there was a delay in procuring them which may have been a factor in having to install the larger plants.

Sloane Nystrom



Town of Lyons

Parks Project Manager





805 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643 / F. 303-776-8598

REQUEST FOR CHANGE PROPOSAL

Date: 8 24 16  
COP #: 98

Meadow Park Phase II  
PROJECT

TOL - Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY:

Ripley Design - Russ / Stephanie Architects  
cc:

**Detailed description of Change Request:**  
Per ASI #45 - Delete Cat Tails and add blue flag Iris and Nabraska Sedge.

Please see attached SJ Wards adjusted materials breakdown

Value of this Request for Change: 351

Calendar Days project is / is not extended: 0

Contractor: [Signature] 8 24 16  
Krische Construction Date

Architect: [Signature] 9-26-16  
XXX Date

Owner: [Signature]  
Dave Cosgrove Date

Owner: [Signature] 9.26.16  
XXX Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7843/ F. 303-776-9588

REQUEST FOR CHANGE PROPOSAL

Date: 8.24.16  
 COP #: 98

Meadow Park Phase II

Per ASI #45 - Delete Col Tails and add blue flag bits and Nebraska Sedge

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	<b>0</b>		<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
Project Manager	1		65.00	65	0.00	0	0.00	0	65
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				<b>100</b>		<b>0</b>		<b>0</b>	<b>100</b>
Overhead	10.00%								10
Profit	5.00%								5
<b>Total of Work / Items by Krische</b>									<b>115</b>
<b>Work / Items by Subcontractors</b>	<b>0</b>		<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
	0		0.00	0	0.00	0	0.00	0	0
Wards	1		0.00	0	0.00	0	0.00	215	215
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				<b>0</b>		<b>0</b>		<b>215</b>	<b>215</b>
Overhead	0.00%								0
Profit	5.00%								11
<b>Total of Work / Items by Subcontractors</b>									<b>226</b>
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								2
Builders Risk Insurance	0.50%								2
Payment and Performance Bond	2.00%								7
<b>Subtotal of Other Costs</b>									<b>11</b>
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									<b>11</b>
<b>TOTAL COST</b>				<b>100</b>		<b>0</b>		<b>215</b>	<b>351</b>

2



303 776-7991, Fax: 303 776-9033  
335 1st Ave., Longmont, CO 80501

**Meadows park  
ASI #45**

Revised 8/4/2016

	Approx. Quantity	Units	Price/each	Total
Additional Blue Flag Iris	20.00	EA	\$15.00	\$300.00
Additional Nabraska Sedge	23.00	EA	\$15.00	\$345.00
<u>Deduct Cats Tails</u>	43.00	EA	\$10.00	< \$430.00 >
<b>TOTAL Add</b>				<b>\$215.00</b>

---

Krische Construction

September 16, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #46

When the construction of the WPA shelter was underway the carpenters discovered that the detail on the drawings showed tongue and groove added to the top of the shelter on the north end but it was absent on the drawings on the south entrance. In order to have the building match on both sides we had to add the tongue and groove wood detail to the south end.

We received pricing for this work based off the square footage on the drawings. The general contractor took on this work to keep costs down and to keep the work moving quickly as they were already on site.

The materials were reviewed by the town engineer and found to be industry standard for this work.

Sloane Nystrom



Town of Lyons

Parks Project Manager



*OK Tony Cavalus, Finance Director 9/26/16*



805 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 4.19.16  
COP # 46

Meadow Park Phase II  
PROJECT

TOL- Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Slack  
SUBMITTED BY:

Ripley Design - Russ / Stephanie Architects  
cc:

Detailed description of Change Request:

Per email directive from owner, add T&G siding to north elevation of WPA shelter to match the south elevation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change: 1,333

Calendar Days project is / is not extended: 0

Contractor: [Signature] 4/19/16  
Krische Construction Date

Engineer: [Signature] PE 9/27/16  
Architect: [Signature] Date

Owner: [Signature]  
Dave Cosgrove Date

Owner: [Signature] 9.26.16  
Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7043/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 4.19.16  
 COP #: 46

**Meadow Park Phase II**

PROJECT

Per email directive from owner, add T&G siding to north elevation of WPA shelter to match the south elevation.

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	<b>0</b>		<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
Project Manager	3		65.00	195	0.00	0	0.00	0	195
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	8		45.00	360	0.00	0	0.00	0	360
Apprentice	8		35.00	280	0.00	0	0.00	0	280
Laborer	1		30.00	30	0.00	0	0.00	0	30
Project Coordinator	0		35.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
128 LF T&G siding	128		1.31	168	0.00	0	0.00	0	168
5 ea 2x4x16' cedar	5		18.38	92	0.00	0	0.00	0	92
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				<b>1,125</b>		<b>0</b>		<b>0</b>	<b>1,125</b>
Overhead	10.00%								112
Profit	5.00%								56
<b>Total of Work / Items by Krische</b>									<b>1,293</b>
<b>Work / Items by Subcontractors</b>	<b>0</b>		<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>
Overhead	0.00%								0
Profit	5.00%								0
<b>Total of Work / Items by Subcontractors</b>									<b>0</b>
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								7
Builders Risk Insurance	0.50%								7
Payment and Performance Bond	2.00%								27
<b>Subtotal of Other Costs</b>									<b>40</b>
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									<b>40</b>
<b>TOTAL COST</b>				<b>1,125</b>		<b>0</b>		<b>0</b>	<b>1,333</b>

**Joe Black**

---

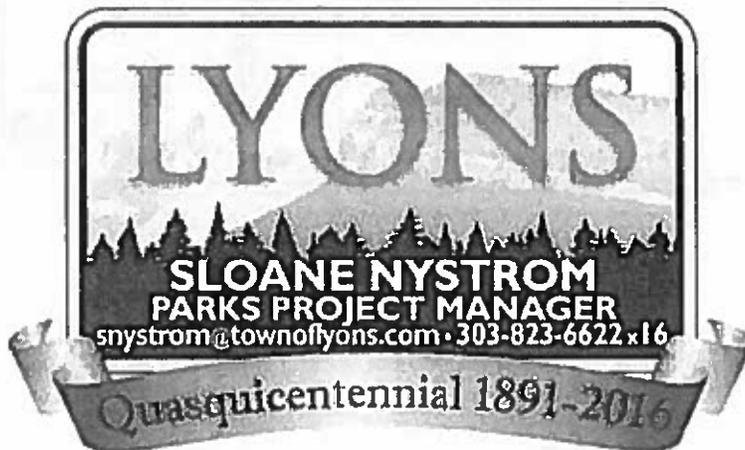
**From:** Sloane Nystrom <SNystrom@townofflyons.com>  
**Sent:** Wednesday, April 06, 2016 4:12 PM  
**To:** Joe Black  
**Cc:** Dave Cosgrove; Wendy Trippel; Russ Lee; Rodney Anderson  
**Subject:** RE: Meadow Park-WPA Tongue and Groove CCOP #20

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Joe,

Please send us a change order for the WPA tongue and groove add on referenced below.

Thank you,



**From:** Stephanie Van Dyken [<mailto:stephanie@ripleydesigninc.com>]  
**Sent:** Wednesday, April 06, 2016 11:06 AM  
**To:** Sloane Nystrom  
**Cc:** Evert Carmona; Joe Black; Dave Cosgrove; Wendy Trippel; Russ Lee; Rodney Anderson  
**Subject:** FW: Meadow Park-WPA Tongue and Groove

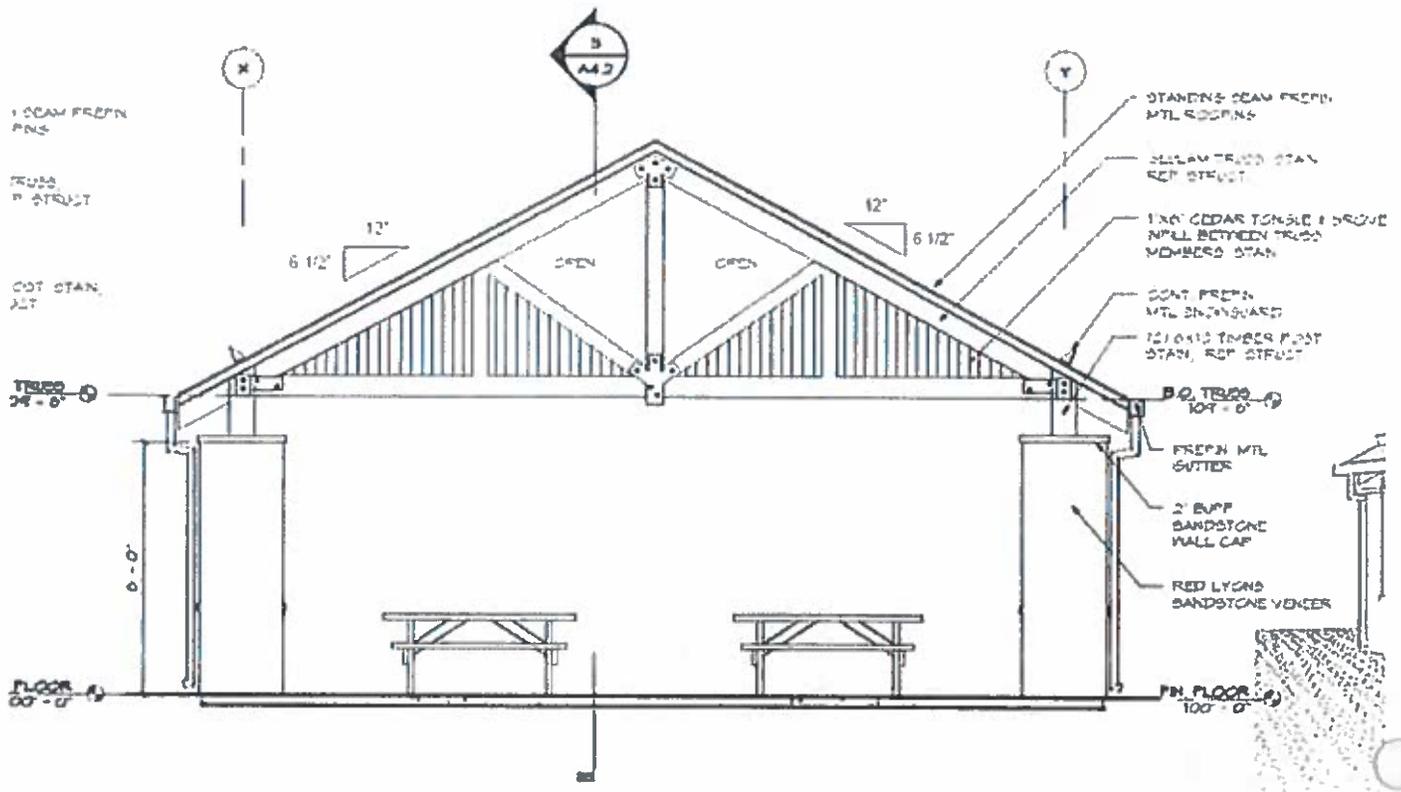
Sloane,  
Please see response below:

Regards,  
Stephanie

**From:** Chris Aronson  
**Sent:** Wednesday, April 06, 2016 10:58 AM  
**To:** Gary Dennison; Stephanie Van Dyken  
**Subject:** RE: Meadow Park-WPA Tongue and Groove

Gary and Stephanie,

Both end elevations of the WPA should match the South Elevation Drawing, showing some of the areas in the truss to be filled in with T&G siding.



**WPA SHELTER SOUTH ELEVATION**

3

1/4" = 1'-0"

**Chris Aronson**  
Principal Architect  
AIA, NCARB, LEED AP

**VAUGHT FRYE LARSON architects**



**COLORADO**  
419 Canyon Avenue, Suite 200  
Fort Collins, CO 80521  
phone: 970.224.1191

**WYOMING**  
108 East Lincolnway  
Cheyenne, WY 82001  
phone: 307.635.5710



September 16, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #48

When the surveying and staking was completed in the east core area was complete it was decided to eliminate a crusher fine path that was originally designed between tent site 1 and 2. The path was too close to the camp pads so we were issued a credit for this scope of work.

The area was measured on site with the project manager and the site superintendent to get the exact square footage and the credit was based on the unit price in the contract.

Sloane Nystrom



Town of Lyons

Parks Project Manager





605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643 / F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Revised Date: 9.14.16  
COP #: Revised 48

Meadow Park Phase II  
PROJECT

TOL- Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY:

Ripley Design - Russ / Stephanie Architects  
cc.

**Detailed description of Change Request:**

Per owners directive CCOP#16 - Delete crusher fine path at Tent Site #1.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change: Credit (719)

Calendar Days project is / is not extended: 0

Contractor: [Signature] 9.14.16  
Krische Construction Date

Engineer [Signature] 9-20-16  
Architect: [Signature] XXX Date

Owner: [Signature]  
Dave Cosgrove Date

Owner: [Signature] 9.26.16  
XXX Date



605 Weaver Park Rd  
 Longmont, CO 80501  
 P. 303-776-7643/ F. 303-776-9898

REQUEST FOR CHANGE PROPOSAL

Date: 9.14.16  
 COP #: Revised 48

Meadow Park Phase II

Per owners directive CCOP#16 - Delete crusher fine path at Tent Site #1.

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	0		65.00	0	0.00	0	0.00	0	0
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	0		35.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				0		0		0	0
Overhead	10.00%								0
Profit	5.00%								0
<b>Total of Work / Items by Krische</b>									0
<b>Work / Items by Subcontractors</b>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Crusher fine path 488 SF delete	488	sf	(1.43)	(698)	0.00	0	0.00	0	(698)
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				(698)		0		0	(698)
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Work / Items by Subcontractors</b>									(698)
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								(4)
Builders Risk Insurance	0.50%								(4)
Payment and Performance Bond	2.00%								(14)
<b>Subtotal of Other Costs</b>									(22)
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									(22)
<b>TOTAL COST</b>				(698)		0		0	(719)



303 776-7991, Fax: 303 776-9033  
335 1st Ave., Longmont, CO 80501

Meadows park  
CCOP #16

9/14/2016

Item description	Approx. Quantity	Units	Price/each	Total
Crusher fines pathway delete				
Delete pathway	488.00	sf	\$1.35	\$658.80
TOTAL Deduct				\$658.80

488.00 SF @ 1.43 = 5<698>

\_\_\_\_\_  
Steve ward-- SJ Ward Landscapes

\_\_\_\_\_  
Krische Construction

September 16, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #49

The new restroom detail was missing a crucial element for the building at the sections where the stone veneer was missing from the CMU so we needed to add a top plate which created a trim at the top near the roof.

This design omit was passed through to the design team and the architect gave the contractor the detail they needed to complete this scope of work.

The general contractor had his on site carpenters complete this scope of work as they were already working on the other pieces of this building.

The materials and labor were reviewed by the town engineer and found to be industry standard for this work.

Sloane Nystrom



Town of Lyons

Parks Project Manager





605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7843/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 4.19.16  
COP #: 49

Meadow Park Phase II  
PROJECT

TOL - Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
cc

**Detailed description of Change Request:**  
**Per architects email dated 3.30.16 - add top plate at new restroom**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor: [Signature] 4.19.16  
Krische Construction Date

Engineer/Architect: [Signature] 9-26-16  
XXX Date

Owner: [Signature]  
Dave Cosgrove Date

Owner: [Signature] 9.26.14  
XXX Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-778-7643/ F. 303-778-9598

REQUEST FOR CHANGE PROPOSAL

Date: 4.19.16  
 COP #: 49

**Meadow Park Phase II**

Per architects email dated 3.30.16 - add top plate of new restroom

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	<b>0</b>		<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
Project Manager	2		65.00	130	0.00	0	0.00	0	130
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	8		45.00	360	0.00	0	0.00	0	360
Apprentice	8		35.00	280	0.00	0	0.00	0	280
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	0		35.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
131 LF of 2x6 cedar	131		2.00	262	0.00	0	0.00	0	262
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				<b>1,032</b>		<b>0</b>		<b>0</b>	<b>1,032</b>
Overhead	10.00%								103
Profit	5.00%								52
<b>Total of Work / Items by Krische</b>									<b>1,187</b>
<b>Work / Items by Subcontractors</b>	<b>0</b>		<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>
Overhead	0.00%								0
Profit	5.00%								0
<b>Total of Work / Items by Subcontractors</b>									<b>0</b>
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								6
Builders Risk Insurance	0.50%								6
Payment and Performance Bond	2.00%								24
<b>Subtotal of Other Costs</b>									<b>37</b>
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									<b>37</b>
<b>TOTAL COST</b>				<b>1,032</b>		<b>0</b>		<b>0</b>	<b>1,224</b>



PLEASE NOTE OUR NEW ADDRESS  
WE'VE MOVED!  
419 CANYON AVENUE, SUITE 200  
FORT COLLINS CO, 80521  
COME VISIT US!

**From:** Gary Dennison  
**Sent:** Wednesday, March 30, 2016 5:31 PM  
**To:** Russ Lee <[russ.lee@ripleydesigninc.com](mailto:russ.lee@ripleydesigninc.com)>  
**Subject:** RE: Lyons Restroom top plate

Russ: Please forward the following response:

At the stone veneer over the cmu, the stone will come all the way up to the soffit and cover the plate per detail 3/A1.4. At the cmu without stone veneer, cover the top plate with 1 1/2" x 5 1/2" fir trim sim. to det. 2/A1.4.

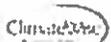
Gary Dennison, AIA, NCARB, LEED AP BD+C



**Vaught Frye Larson architects**

**COLORADO**  
419 Canyon Ave. Suite 200  
Fort Collins, CO 80521  
phone: 970.224.1191

**WYOMING**  
108 East Lincolnway  
Cheyenne, WY 82001  
phone: 307.635.5710



Please consider the environment before printing this email

**From:** Russ Lee  
**Sent:** Wednesday, March 30, 2016 2:28 PM  
**To:** Gary Dennison  
**Subject:** Lyons Restroom top plate

May 26, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #52

After the completion of the river diversion structure labeled #8 in the Meadow Park Phase II construction project it was essential to restore the bank and the riparian area along the river for stabilization and restoration. The mulch added to the plantings will decrease weeds in this area and helps with retaining moisture for the installed plantings.

Unit prices were used from the original bid in the amount of \$.79 per square foot of space.

Sloane Nystrom



Town of Lyons

Parks Project Manager



OK Tony Cavalieri Finance Director



605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643 / F. 303-776-8588

REQUEST FOR CHANGE PROPOSAL

Date: 6.26.16  
COP #: Revised #52

Meadow Park Phase II  
PROJECT

TOL - Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Jca Black  
SUBMITTED BY:

Ripley Design - Russ / Stephanie Architects  
cc:

**Detailed description of Change Request:**

**Structure #8 Bank Stabilization and Landscaping**

**Per owner, add to furnish and install 1800 SQFT of Mulch per contract unit pricing.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor: *Jca Black* 5.26.16  
Krische Construction Date

Engineer/Architect: *Russ P White* 9-26-16  
XXX Date

Owner: *Dave Cosgrove*  
Dave Cosgrove Date

Owner: *Richard Brimmer* 5/27/2016  
XXX Date



805 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-2643 / F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 6.26.16  
 COP #: Revised #52

Meadow Park Phase II

Structure #8 Denk Stabilization and Landscaping

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0 00	0	0 00	0	0 00	0	0
Project Manager	3		65.00	195	0 00	0	0 00	0	195
Superintendent	0		55 00	0	0 00	0	0 00	0	0
Journeyman	0		45 00	0	0 00	0	0 00	0	0
Apprentice	0		35 00	0	0 00	0	0 00	0	0
Laborer	0		30 00	0	0 00	0	0 00	0	0
Project Coordinator	1		35 00	35	0 00	0	0 00	0	35
Small Tools	0		0 00	0	0 00	0	0 00	0	0
Safety Equipment	0		0 00	0	0 00	0	0 00	0	0
Travel / Truck Expense	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
<b>Subtotal of Work / Items by Krische</b>				230		0		0	230
Overhead	10.00%								23
Profit	5.00%								12
<b>Total of Work / Items by Krische</b>									265
<b>Work / Items by Subcontractors</b>	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
Wards - 1800 Sqft Mulch	1800	SF	0 79	1,422	0 00	0	0 00	0	1,422
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				1,422		0		0	1,422
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Work / Items by Subcontractors</b>									1,422
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								9
Builders Risk Insurance	0.50%								9
Payment and Performance Bond	2.00%								35
<b>Subtotal of Other Costs</b>									52
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									52
<b>TOTAL COST</b>				1,652		0		0	1,739

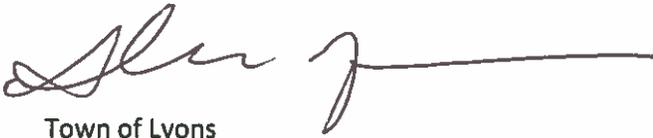
May 26, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #53

This addition to the Meadow Park Phase II project is in reference to river structure #8 and is imperative for bank stabilization and riparian restoration post flood. There was temporary irrigation installed that included the bubblers to ensure the plants thrive during the initial establishment phase.

Contract unit prices were used from the original bid and are a price for furnishing, delivering and installing all material.

Sloane Nystrom



Town of Lyons

Parks Project Manager



OK Tony Cavalieri Finance Director 9/25/16



605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643 / F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 5.26.16  
COP #: Revised #53

Meadow Park Phase II  
PROJECT

TCL - Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
CC.

**Detailed description of Change Request:**  
Structure #8 Bank Stabilization and Landscaping.

- Per owners directive, add landscaping at Structure #8 - Bank Stabilization and landscaping
- Add 6 ea, 8' spruce trees
- Add 7, #10 Serviceberry
- Revised - Add 33 each #1 shrubs
- Revised - Add 33 Shrub bubblers
- Revised - Add 13 Tree bubblers

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor: [Signature]  
Krische Construction  
REV 6.26.16  
Date

Engineer Architect: [Signature] 9-26-16  
XXX  
Date

Owner: [Signature]  
Dave Cosgrove  
Date

Owner: [Signature] 5/27/2016  
Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-778-7643 F. 303-778-9598

REQUEST FOR CHANGE PROPOSAL

Date: 5.26.16  
 COP #: Revised #53

Meadow Park Phase II

Structure #8 Bank Stabilization and Landscaping

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	4		65.00	260	0.00	0	0.00	0	260
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				295		0		0	295
Overhead	10.00%								30
Profit	5.00%								15
<b>Total of Work / Items by Krische</b>									339
<b>Work / Items by Subcontractors</b>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Wards - 6 each 8' spruce trees	6		650.00	3,900	0.00	0	0.00	0	3,900
Wards - 7 each #10 Serviceberry	7		150.00	1,050	0.00	0	0.00	0	1,050
Wards - Install 33 ea #1 shrubs	33		30.00	990	0.00	0	0.00	0	990
Wards - install 33 shrub bubblers	33		4.00	132	0.00	0	0.00	0	132
Wards - Install 13 tree bubblers	13		8.00	104	0.00	0	0.00	0	104
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				6,176		0		0	6,176
Overhead	0.00%								0
Profit	5.00%								309
<b>Total of Work / Items by Subcontractors</b>									6,485
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								35
Builders Risk Insurance	0.50%								35
Payment and Performance Bond	2.00%								141
<b>Subtotal of Other Costs</b>									211
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									211
<b>TOTAL COST</b>				6,471		0		0	7,035

May 26, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #54

This addition to the Meadow Park Phase II project is in reference to river structure #8 and is imperative for bank stabilization and riparian restoration post flood. The material necessary for bank stabilization was installed to mitigate future flooding through Meadow Park.

Contract unit prices were used from the original bid and are a price for furnishing, delivering and installing all material.

Sloane Nystrom



Town of Lyons

Parks Project Manager

OK Tony Cavalieri Finance Director 9/26/16



805 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643 / F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 5.5.16  
COP #: 54

Meadow Park Phase II  
PROJECT

TOL- Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
cc.

**Detailed description of Change Request:**

Per owners Directive - add for Structure #8 Bank Stabilization and landscaping items:

- Install 327 ea coyote willows
- Install temporary drip irrigation to all plant material from the homeowners system drip zone - 1"
- Install 300 LF drip pipe
- Install 3000 SF wetland seeding
- Install 3000 SF erosion netting
- Install 50 yards topsoil for berms

Value of this Request for Change: 9,658

Calendar Days project is / is not extended: 0

Contractor: [Signature] 5.5.16  
Krische Construction Date

Engineer [Signature] 9-26-14  
Architect: [Signature] XXX Date

Owner: [Signature] 5/5/2016  
Dave Cosgrove Date

Owner: [Signature] 5/27/2016  
Date



695 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7643/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 5.5.16  
 COP # 54

Meadow Park Phase II

Per owners Directive - add for Structure #8 Bank Stabilization and Landscaping items

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	LCST \$	LAUCH	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0 00	0	0 00	0	0 00	0	0
Project Manager	3		65 00	195	0 00	0	0 00	0	195
Superintendent	0		55 00	0	0 00	0	0 00	0	0
Journeyman	0		45 00	0	0 00	0	0 00	0	0
Apprentice	0		35 00	0	0 00	0	0 00	0	0
Laborer	0		30 00	0	0 00	0	0 00	0	0
Project Coordinator	1		35 00	35	0 00	0	0 00	0	35
Small Tools	0		0 00	0	0 00	0	0 00	0	0
Safety Equipment	0		0 00	0	0 00	0	0 00	0	0
Travel / Truck Expense	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
<b>Subtotal of Work / Items by Krische</b>				230		0		0	230
Overhead	10.00%								23
Profit	5.00%								12
<b>Total of Work / Items by Krische</b>									265
<b>Work / Items by Subcontractors</b>	0		0 00	0	0 00	0	0 00	0	0
1) wards, coyote willows	327		10 00	3,270	0 00	0	0 00	0	3,270
2) Wards, Temp drip irrigation to all plant material from homeowner syst	0		0 00	0	0 00	0	0 00	0	0
	1		0 00	0	0 00	0	0 00	290	290
	0		0 00	0	0 00	0	0 00	0	0
3) Wards drip pipe	300		2 00	600	0 00	0	0 00	0	600
4) Wards seed wetland 3000 sqft	3000		0 12	360	0 00	0	0 00	0	360
5) Wards erosion netting	3000		0 55	1,650	0 00	0	0 00	0	1,650
6) Wards, top soil for berms 50 yds	50		50 00	2,500	0 00	0	0 00	0	2,500
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
	0		0 00	0	0 00	0	0 00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				8,380		0		290	8,670
Overhead	0.00%								0
Profit	5.00%								434
<b>Total of Work / Items by Subcontractors</b>									9,104
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								48
Builders Risk Insurance	0.50%								48
Payment and Performance Bond	2.00%								193
<b>Subtotal of Other Costs</b>									290
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									290
<b>TOTAL COST</b>				8,610		0		290	9,658

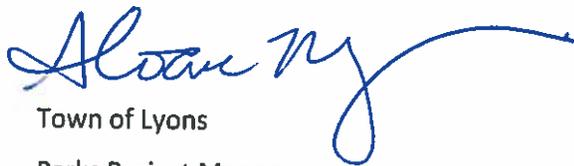
September 16, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #67

The wetland that's located in the northwest area of the park needed additional excavating than what was shown on the original bidding detail. In order to have the water flow through it and back out to the river we needed the grading lower so this additional cost is for the excavation and also the addition of cobble to help with erosion of soil as water passes through.

This work was broken out by the subcontractor that installed the wetland and reviewed by the engineer who designed the structure for accurate pricing.

Sloane Nystrom



Town of Lyons

Parks Project Manager



OK  
Tony Cavalus Finance Director 9/26/16



605 Weaver Park Road / P O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 5 29 16  
COP #: 67

Meadow Park Phase II  
PROJECT

TOL - Sloane Nyström, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
cc

Detailed description of Change Request:

Per Nathan with H2O - add to overexcavate wet land channel and replace w/native 6 inch cobbler +/-

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change: 2,024

Calendar Days project is / is not extended: 0

Contractor: [Signature] 5 29 16  
Krische Construction Date

Engineer: [Signature] 9-26-16  
Architect: [Signature] Date

Owner: [Signature]  
Dave Cosgrove Date

Owner: [Signature] 9-26-16  
Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7643/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 5/29/16  
 COP #: 67

Meadow Park Phase II

Per Nathan with h20 - add to overexcavate well land channel and replace w/native 6 inch cobble +/

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	3		65.00	195	0.00	0	0.00	0	195
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				230		0		0	230
Overhead	10.00%								23
Profit	5.00%								12
<b>Total of Work / Items by Krische</b>									265
<b>Work / Items by Subcontractors</b>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Territory Unlimited</b>	1		0.00	0	0.00	0	0.00	1,618	1,618
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				0		0		1,618	1,618
Overhead	0.00%								0
Profit	5.00%								81
<b>Total of Work / Items by Subcontractors</b>									1,699
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								10
Builders Risk Insurance	0.50%								10
Payment and Performance Bond	2.00%								40
<b>Subtotal of Other Costs</b>									61
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									61
<b>TOTAL COST</b>				230		0		1,618	2,024

September 22, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order #73

When the parking kiosks were specified during design in 2015 the machines were capable of accepting credit cards as payment but did not include a chip reader as that technology was still new. Prior to production of the kiosks from the factory the town decided to add the chip reader as this is the direction all credit machines are changing to.

The EMV chip card reader reduces the chance of fraud which protects the town and park users from fraud.

The price for the EMV reader is a set cost from the manufacturer and was added to all three parking kiosks at the park. Please see the attached quote received for this scope of work.



Sloane Nystrom  
Town of Lyons  
Parks Project Manager





605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7843/ F. 303-776-8598

REQUEST FOR CHANGE PROPOSAL

Revised Date: 8 2 16  
COP #: 73 Revised

Meadow Park Phase II  
PROJECT

TOL - Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
CC

**Detailed description of Change Request:**  
Per owners approval, add for EMV Chip Card Reader and Bill acceptor at new Kiosk

note: changes to the kiosk by owner have pushed the Kiosk fabrication and delivery date back to approximately September 5th

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor: [Signature] 8 2 16  
Krische Construction Date

Engineer/Architect: [Signature] XXX  
Date

Owner: [Signature]                       
Dave Cosgrove Date

Owner: [Signature] 9.26.14  
Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7643/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 8.2.16  
 COP #: 73 Revised

**Meadow Park Phase II**

*Per owners approval add for EMV Chip Card Reader and Bill acceptor at new Kiosk*

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACTOR/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	2		65.00	130	0.00	0	0.00	0	130
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				165		0		0	165
Overhead	10.00%								17
Profit	5.00%								8
<b>Total of Work / Items by Krische</b>									190
<b>Work / Items by Subcontractors</b>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Cable	1		0.00	0	0.00	0	0.00	4,500	4,500
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				0		0		4,500	4,500
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Work / Items by Subcontractors</b>									4,500
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								24
Builders Risk Insurance	0.50%								24
Payment and Performance Bond	2.00%								97
<b>Subtotal of Other Costs</b>									145
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									145
<b>TOTAL COST</b>				165		0		4,500	4,835

**CALE**

## Cale - Confidential Quotation For: Town of Lyons, CO

Quote Issued: June 8, 2016

Quote Expires: June 30, 2016

Quote Name: Town of Lyons (EMV and Bill Acceptor)

Quote ID: 501

**General Information**

**Bill To:**  
Town of Lyons, CO  
432 5th Avenue  
Lyons, CO 80540

**Contact:**  
Town of Lyons, CO  
432 5th Avenue  
Lyons, CO 80540

**Prepared By:**  
Laura Lierz

**Prepared For:**  
Marissa Davis

**Equipment**

Product Name	Quantity	Unit Price	Year One Total	Year Two Total	Year Three Total
Bill Note Acceptance <i>Provides the ability to accept bills at the CWT.</i>	3	\$750.00	\$2,250.00		
EMV Chip Card Reader <i>Allows for credit card processing by chip (no pin) and magnet stripe if chip is not present.</i>	3	\$750.00	\$2,250.00		
<b>Annual Total</b>			<b>\$4,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**On-Going Services**

Product Name	Quantity	Sales Price	Year One Total	Year Two Total	Year Three Total
EMV Payment Services <i>Charge of \$12/month/CWT Includes up to 450 transactions per month per CWT If 450 transactions are exceed in a month per CWT, the town will be invoiced \$0.03/credit card transaction.</i>	3	\$144.00	\$432.00	\$432.00	\$432.00
<b>Annual Total</b>			<b>\$432.00</b>	<b>\$432.00</b>	<b>\$432.00</b>

**Total Costs**

Year One Total	Year Two Total	Year Three Total
\$4,932.00	\$432.00	\$432.00

All prices stated are exclusive of taxes and shipping costs unless specifically itemized in this quotation. Customer is responsible for all taxes or providing proof of tax-exempt status. By accepting this order, Customer agrees to be bound by all applicable terms and conditions or terms of existing contract(s) between Customer and Cale for the same products and services, if any:

Accepted by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

August 24, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #74

During construction of Meadow Park Phase II the road was widened and graded, per plan, which placed the culvert for the Lyon's ditch within the road where vehicles and pedestrians will be crossing. It was decided that for safety and maintenance of the ditch we needed to have a steel plate cover made for the opening of the culvert.

Our town engineer reviewed these prices and compared them to industry standards and was satisfied that they were in line with the scope of work described.

Sloane Nystrom



Town of Lyons

Parks Project Manager

OK Tony Cavalieri, Finance Director

8/31/16





605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643 / F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 7 25 16  
COP #: 74

Meadow Park Phase II  
PROJECT

TOL - Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
cc:

**Detailed description of Change Request:**

Per owners request, add 48"x48"x1/2" galvanized steel plate for Lyon's ditch culvert cover in roadway.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor: [Signature] 7 25 16  
Krische Construction Date

Engineer Architect: [Signature] 9-26-16  
Date

Owner: [Signature]  
Dave Cosgrove Date

Owner: [Signature] 9.26.16  
Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-778-7843 / F. 303-778-8598

**REQUEST FOR CHANGE PROPOSAL**

Date: 7.25.16  
 COP #: 74

**Meadow Park Phase II**

Per owners request, add 48"x48"x1/2" galvanized steel plate for Lyon's ditch culvert cover in roadway  
 DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	2		65.00	130	0.00	0	0.00	0	130
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				165		0		0	165
Overhead	10.00%								17
Profit	5.00%								8
<b>Total of Work / Items by Krische</b>									190
<b>Work / Items by Subcontractors</b>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Lyon's welding	1		0.00	0	0.00	0	0.00	680	680
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				0		0		680	680
Overhead	0.00%								0
Profit	5.00%								34
<b>Total of Work / Items by Subcontractors</b>									714
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								5
Builders Risk Insurance	0.50%								5
Payment and Performance Bond	2.00%								19
<b>Subtotal of Other Costs</b>									28
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									28
<b>TOTAL COST</b>				165		0		680	932



Lyons Portable Welding LLC

PO Box 753  
Lyons, CO 80540  
303-823-5919  
303-823-0770 FAX

# Estimate

Date	Estimate #
6/14/16	131

Name / Address
Krische Construction

Description	Qty	Cost	Project
			Total
Meadow Park-steel cover plate fabricate and deliver 48"x48"x 1/2" galvanized steel plate LABOR 4 HRS / 50 = 1 hour \$200.00 MATERIAL 3420.00 10% o/p 60.00		680.00	680.00
<b>Total</b>			\$680.00

September 16, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #75

One of the park amenities included corn hole boards but when the area was staked out and the boards were on site we realized that for ease of maintenance and also for safety reasons the concrete pads the boards sit on should be eliminated and replaced with an area outlined with timbers and filled with compacted crusher fines.

The unit prices from the contract were used for the cost of this scope change and were reviewed by the designer and the project manager.

Sloane Nystrom



Town of Lyons

Parks Project Manager



OK Tony Catalano Finance Director 9/26/16



605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7843 / F. 303-776-8598

REQUEST FOR CHANGE PROPOSAL

Date: 7.26.16  
COP #: 75

Meadow Park Phase II  
PROJECT

TOL- Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY:

Rpley Design - Russ / Stephanie Architects  
cc

**Detailed description of Change Request:**

Per ASI #49 - Delete concrete pads and add red cusher fines and landscape timbers

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor: [Signature] 7.26.16  
Krische Construction Date

Engineer Architect: [Signature] 9-26-16  
XXX Date

Owner: [Signature]  
Dave Cosgrove Date

Owner: [Signature] 9-26-16  
XXX Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7643 / F. 303-776-9398

REQUEST FOR CHANGE PROPOSAL

Date: 7.26.16  
 COP #: 75

**Meadow Park Phase II**

Per ASI #49 - Delete concrete pads and add red crusher fines and landscape timbers

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	LF#TS	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	0		65.00	0	0.00	0	0.00	0	0
Superintendent	2		55.00	110	0.00	0	0.00	0	110
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
Delete Concrete Pads 140 sqft	140		(5.00)	(700)	0.00	0	0.00	0	(700)
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				(555)		0		0	(555)
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Work / Items by Krische</b>									(555)
<b>Work / Items by Subcontractors</b>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Add Red Crusher Fines (unit price)	236		1.43	337	0.00	0	0.00	0	337
Timbers	48		4.00	192	0.00	0	0.00	0	192
Timbers install labor	8		45.00	360	0.00	0	0.00	0	360
Sod removal labor	5		45.00	270	0.00	0	0.00	0	270
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				1,159		0		0	1,159
Overhead	0.00%								0
Profit	5.00%								58
<b>Total of Work / Items by Subcontractors</b>									1,217
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								3
Builders Risk Insurance	0.50%								3
Payment and Performance Bond	2.00%								14
<b>Subtotal of Other Costs</b>									20
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									20
<b>TOTAL COST</b>				604		0		0	683



Meadows park  
ASI #49

7/13/2016

303 776-7991, Fax: 303 776-9033  
335 1st Ave., Longmont, CO 80501

Item description-Crusher fines around Corn Hole boards

Item description	Approx. Quantity	Units	Price/each <i>Krische</i>	Total
Additional Crusher fines red (Contract Rate)	236.00	SF	1.43 <del>\$1.65</del>	<del>\$348.00</del> 337 <sup>11</sup>
Additional Timbers (picnic Spec)				\$0.00
Materials Timbers	48.00	LF	\$4.00	\$192.00
Labor (install timbers)				\$0.00
Laborer 1	4.00	HR	\$45.00	\$180.00
Laborer 2	4.00	HR	\$45.00	\$180.00
Removal of Sod				\$0.00
Laborer 1	3.00	HR	\$45.00	\$135.00
Laborer 2	3.00	HR	\$45.00	\$135.00
<b>TOTAL</b>				<b>\$1,140.60</b>

Krische Construction

Joe Black

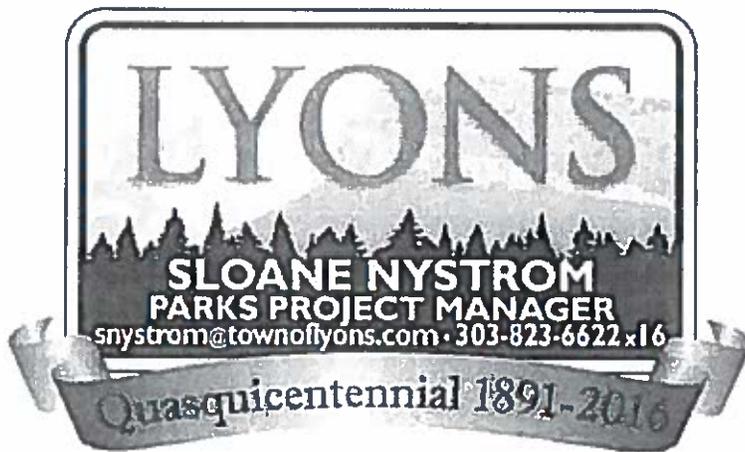
---

**From:** Sloane Nystrom <SNystrom@townoflyons.com>  
**Sent:** Thursday, July 14, 2016 10:46 AM  
**To:** jerad@sjwardlandscapes.com  
**Cc:** Joe Black  
**Subject:** RE: meadow Park ASI #49 - corn hole area design changes and PR

Jerad,

You are correct we do not have a unit cost for those type of timbers, only the ones for the parking. I'm ok with the costs on this.

Thank you,



**From:** jerad@sjwardlandscapes.com [mailto:jerad@sjwardlandscapes.com]  
**Sent:** Wednesday, July 13, 2016 1:55 PM  
**To:** Sloane Nystrom  
**Cc:** 'Joe Black'  
**Subject:** RE: meadow Park ASI #49 - corn hole area design changes and PR

Sloane,

I apologize for the confusion the labor was included because I did not see a unit cost for timber installation or sod removal. Can you send me where that unit cost is for those parking timbers that you have, was it part of a change order? I did not see a unit cost for any timbers when I looked through the contract. I can use the parking timber unit cost, but since the parking timbers are 5lf that would greatly increase the price of the corn hole area. The parking timbers work out to about 37 dollars a liner foot installed because of all the cuts they take. This should be pretty simple.

Thank you,

Jerad Schminke  
Project Manager  
SJ Ward Landscape  
O:303-776-7991



land planning ■ landscape architecture ■ urban design ■ entitlement

## Architects Supplemental Instructions #49 Meadow Park – Lyons, CO

From: Stephanie Van Dyken  
Ripley Design, Inc.  
419 Canyon Ave., Suite 200  
Fort Collins, Colorado 80521  
Phone: 970.224.5828

To: Wendy Trippel  
Krische Construction

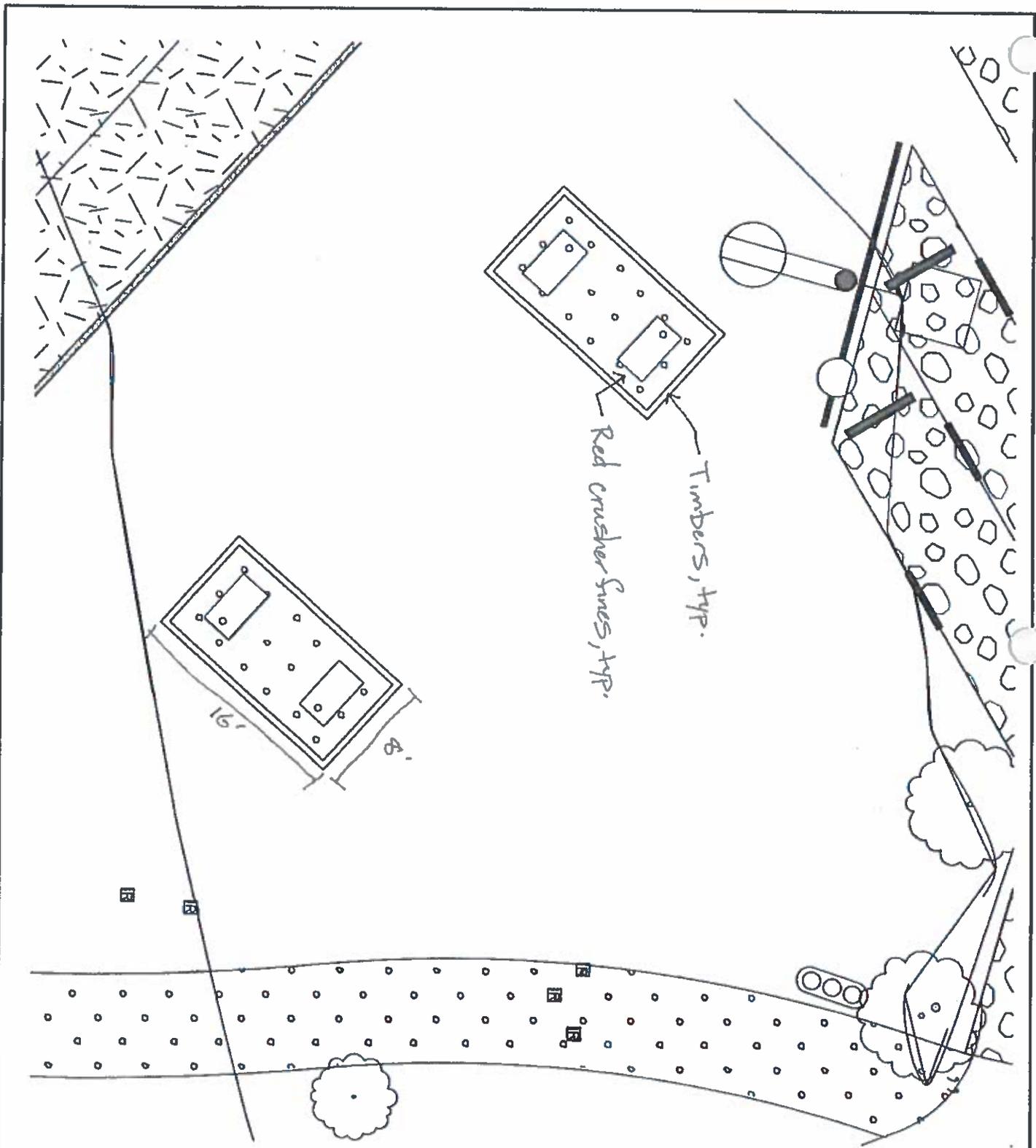
Date: 7/12/16

ASI #49:  
See revised corn hole surround based on owner direction  
in OAC meeting 6/14/2016

Delete: 140 sq.ft. of concrete  
Add: 16'x8' approximate area of red crusher fines and landscape timbers. Follow typical installation details of picnic sites.

140 @ < - \$5.00 > = < \$700.00 >

Regards,  
Stephanie Van Dyken,  
Ripley Design



**MEADOW PARK**  
ASI 49



419 Canyon Ave.  
Suite 200  
Fort Collins, CO 80521  
9702245828  
www.ripleydesigninc.com

PROJ. NO.	RIK000
ISSUE	
DATE	7/12/2018
BY	BC
REV. DESCRIPTION	DATE



**LAYOUT**

DRAWING NUMBER:  
1 - 1

August 24, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #78

The trash enclosures at Meadow Park, that house the dumpsters, need to have lockable doors to prevent local residents and other park patrons from dumping items other than just daily trash inside. The dumpsters will only be accessible by the park host, park staff and the waste removal trucking company.

These steel brackets are to be installed by Krische's sub contractor who is a sub contractor for all of the other steel and iron work in the park.

We have reviewed these prices for industry standards for this scope of work.

Sloane Nystrom



Town of Lyons

Parks Project Manager

OK Tony Cavaluto, Finance Director

8/31/16





605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 8.5.16  
COP #: 78

Meadow Park Phase II  
PROJECT

TOL - Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
CC

**Detailed description of Change Request:**

Per owners request, fabricate and install steel brackets to accept padlocks on trash enclosure gates  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor: [Signature] 8.5.16  
Krische Construction Date

Architect: Not Needed Request  
XXX Date

Owner: [Signature]  
Dave Cosgrove Date

Owner: [Signature] 9-26-16  
XXX Date

Engineer [Signature] PE 9-26-16



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7643/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 8.5.16  
 COP #: 78

Meadow Park Phase II

Per owners request, fabricate and install steel brackets to accept padlocks on trash enclosure gates

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	2		65.00	130	0.00	0	0.00	0	130
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				165		0		0	165
Overhead	10.00%								17
Profit	5.00%								8
<b>Total of Work / Items by Krische</b>									190
<b>Work / Items by Subcontractors</b>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Lyon's welding</b>	1		0.00	0	0.00	0	0.00	250	250
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				0		0		250	250
Overhead	0.00%								0
Profit	5.00%								13
<b>Total of Work / Items by Subcontractors</b>									263
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								2
Builders Risk Insurance	0.50%								2
Payment and Performance Bond	2.00%								9
<b>Subtotal of Other Costs</b>									14
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									14
<b>TOTAL COST</b>				165		0		250	466



Lyons Portable Welding LLC

PO Box 753  
Lyons, CO 80540  
303-823-5919  
303-823-0770 FAX

# Estimate

Date	Estimate #
8/4/16	135

Name / Address
Krische Construction

			Project
Description	Qty	Cost	Total
Fabricate steel and install steel brackets to accept padlocks on trash gates @ Meadow Park  LABOR = 5 @ \$45/hour Material = 25.00		250.00	250.00
<b>Total</b>			\$250.00

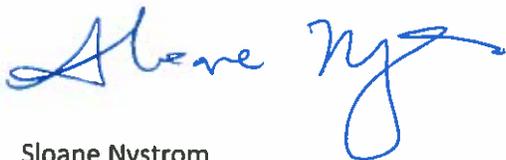
September 22, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order #84

After the bid went out for Meadow Park the town discovered the chain link fencing, that is on the east end of the new tent sites, was in disrepair and needed replacement. This fencing separates the park from the private property owner on the opposite side.

In order to keep the fencing consistent throughout the park we asked the contractor to add forty-eight linear feet of the same fencing that is specified in the project plans and specifications.

These prices have already been reviewed for prior work in this project and are industry standard.



Sloane Nystrom  
Town of Lyons  
Parks Project Manager



OK Tony Cavalieri Finance Director 9/26/16



605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643 / F. 303-776-8598

REQUEST FOR CHANGE PROPOSAL

Date: 8.16.16  
COP #: 84

Meadow Park Phase II  
PROJECT

TOL Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krischo Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
cc:

Detailed description of Change Request:  
Per owners request, add 48 LF of wood fencing by T-1 to river

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change: 3,403

Calendar Days project is / is not extended: 0

Contractor: [Signature]  
Krischo Construction  
Date: 8.17.16

Engineer/Architect: [Signature] PE  
Date: 9-26-16

Owner: [Signature]  
Dave Cosgrove  
Date: \_\_\_\_\_

Owner: [Signature]  
Date: 9-26-16



685 Weaver Park Rd  
 Longmont, CO 80501  
 P. 303-776-7643 / F. 303-776-9558

REQUEST FOR CHANGE PROPOSAL

Date: 8.16.16  
 COP #: 84

**Meadow Park Phase II**

Per owners request, add 48 LF of wood fencing by T-1 to over

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT / OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	2.5		65.00	163	0.00	0	0.00	0	163
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				198		0		0	198
Overhead	10.00%								20
Profit	5.00%								10
<b>Total of Work / Items by Krische</b>									227
<b>Work / Items by Subcontractors</b>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Metro Fence	1		0.00	0	0.00	0	0.00	2,927	2,927
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				0		0		2,927	2,927
Overhead	0.00%								0
Profit	5.00%								146
<b>Total of Work / Items by Subcontractors</b>									3,073
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								17
Builders Risk Insurance	0.50%								17
Payment and Performance Bond	2.00%								68
<b>Subtotal of Other Costs</b>									102
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									102
<b>TOTAL COST</b>				198		0		2,927	3,403



8335 Quebec Street  
 Commerce City, CO 80022  
 Phone: (303) 469-1317 | Fax: (303) 469-1338

**PROPOSAL**

August 09, 2016  
 Estimate No: NA

To: *Krische Construction*

Attn: *Joseph Bluck*  
 O: (303) 776-7643  
 F: (303) 776-9598

Re: *Meadows Park Ph. 2*

**Description:**

1) ~~Added Time for unforeseen digging in rock primarily at the entrance area at the north east side of the park but present in all areas where fence was installed. No markup has been added.~~

Description	Qty	Rate	Total
Labor - Added Digging time	180	\$ 48.79	\$ 8,782.00
Materials	0	0	\$ -
Markup (10% Max.)			\$ -
<b>Total Change Order</b>			<del>\$ 8,782.00</del>

2) *Added 48 lf of wood fence at the river*

Description	Qty	Rate	Total
Labor	45	\$ 48.79	\$ 2,196.00
Materials	1	\$ 465.00	\$ 465.00
Markup (10% Max.)			\$ 266.10
<b>Total Change Order</b>			<b>\$ 2,927.00</b>

*COP # 84*

**Assumptions/Clarifications:**

Owner/Contractor shall provide clear and clean access to the work area at all times during construction operations.  
 Proposal based on description by:  
 Proposal based on plans and specifications by:  
 Proposal based on ability to perform all work on a normal work day schedule with daily move-in(s).  
 Minimum 2 week mobilization after award and/or approval of submittals, whichever is the latter.  
 Additional mobilizations due to schedule change or delay once on site at \$300.00 each.  
 Proposal valid for 30 days  
 Insurance is based upon Metro Fence's \$5 million policy

**Exclusions:**

1. Engineering, engineered drawings and/or engineered stamped drawings.
2. Any Delegated Design requirements
  - ~ Steel Reinforced Concrete Post footings, unless noted above
  - ~ Private and owner installed utility locates (i.e., irrigation, field lighting, communications, etc..)
5. Surveying, layout and/or staking
6. Participation in OCIP, ROCIP and/or other insurance coverages/plans



605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-778-7643 / F. 303-778-8598

REQUEST FOR CHANGE PROPOSAL

Date: 8.16.16  
COP #: 85

Meadow Park Phase II  
PROJECT

TOL: Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT):

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
cc.

**Detailed description of Change Request:**  
Per owners request, add (1) one hose bib at new restroom.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor:  8.16.15  
Krische Construction Date

Architect: \_\_\_\_\_  
XXX Date

Owner: \_\_\_\_\_  
Dave Cosgrove Date

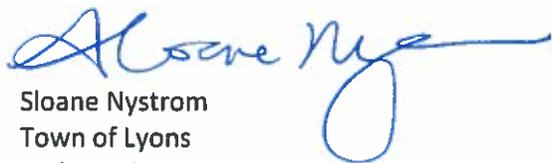
Owner: \_\_\_\_\_  
XXX Date

September 22, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order #85

The installation of a hose connection is necessary for future maintenance in and around the new restroom in Meadow Park. This item was omitted during the design of the building but needs to be added for cleaning of showers, concrete and the exterior of the building.

We received a price for this scope of work which was reviewed by the town engineer and found to be industry standard.



Sloane Nystrom  
Town of Lyons  
Parks Project Manager





605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7843 / F. 303-776-8598

REQUEST FOR CHANGE PROPOSAL

Date: 8.16.16  
COP #: 85

Meadow Park Phase II  
PROJECT

TOL - Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Riploy Design - Russ / Stephanie Architects  
CC

Detailed description of Change Request:  
Per owners request, add (1) one hose bib at new restroom.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor: [Signature] 8.16.16  
Krische Construction Date

Engineer/Architect: [Signature] 9-26-16  
XXX Date

Owner: [Signature]  
Dave Cosgrove Date

Owner: [Signature] 9.26.16  
XXX Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7643 / F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 8.16.16  
 COP #: 85

Meadow Park Phase II

Per owners request add (1) one hose bib at new restroom

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	<b>0</b>		<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
Project Manager	2.5		65.00	163	0.00	0	0.00	0	163
Superintendent	1		55.00	55	0.00	0	0.00	0	55
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	2		30.00	60	0.00	0	0.00	0	60
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				<b>313</b>		<b>0</b>		<b>0</b>	<b>313</b>
Overhead	10.00%								31
Profit	5.00%								16
<b>Total of Work / Items by Krische</b>									<b>359</b>
<b>Work / Items by Subcontractors</b>	<b>0</b>		<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
	0		0.00	0	0.00	0	0.00	0	0
Kerwin Plumbing	1		0.00	0	0.00	0	0.00	1,268	1,268
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				<b>0</b>		<b>0</b>		<b>1,268</b>	<b>1,268</b>
Overhead	0.00%								0
Profit	5.00%								63
<b>Total of Work / Items by Subcontractors</b>									<b>1,331</b>
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								9
Bulkers Risk Insurance	0.50%								9
Payment and Performance Bond	2.00%								35
<b>Subtotal of Other Costs</b>									<b>52</b>
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									<b>52</b>
<b>TOTAL COST</b>				<b>313</b>		<b>0</b>		<b>1,268</b>	<b>1,743</b>



• Design Build • Commercial • Industrial • Remodel • Service •

P.O. Box 1176, Broomfield, CO, 80038-1176 303-466-3581 Fax 303-466-3901

## Meadow Park

Change Order # Add hose bib at new restroom

8/11/2016

<b>Material:</b>		<u>\$400</u>
Sales tax- _____ %		<u>          </u>
<b>Total Material</b>		<u>\$400</u>
 <b>Labor:</b>		
Plumber <u>10</u> Hours @ <u>\$75</u>		<u>\$750</u>
Apprentice _____ Hours @ _____		<u>          </u>
<b>Total Labor</b>		<u>\$750</u>
 <b>Expenses:</b>		
Material handling _____ % of material total:		<u>          </u>
Misc. material and job cost, expendables, small tools		<u>          </u>
_____ % of Labor Total		<u>          </u>
 Administration		<u>          </u>
Permits		<u>          </u>
Equipment Rental		<u>          </u>
 Backhoe		<u>          </u>
Overtime		<u>          </u>
Other		<u>          </u>
 <b>Total Expenses:</b>		<u>\$0</u>
 <b>Overhead and Profit:</b>		
Subtotal 1: Total material and labor expenses		<u>\$1,150</u>
Overhead <u>5</u> % of subtotal 1:		<u>\$58</u>
Subtotal 2: (subtotal #1 plus overhead)		<u>\$1,208</u>
 Profit: ( <u>5</u> % of subtotal #2)		<u>\$60</u>
 <b>Total</b>		<u>\$1,268</u>

September 22, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order #86

After the grading was completed in and around the fire pit near the ice rink it was discovered that the level of the ring needed to be raised. The direction of the design team was to add 8" CMU to the fire pit to reach the correct elevation needed.

We received prices for this scope of work and reviewed it with the town engineer and this is industry standard.



Sloane Nystrom  
Town of Lyons  
Parks Project Manager





605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643/ F. 303-776-9596

REQUEST FOR CHANGE PROPOSAL

Date: 8.16.16  
COP #: 86

Meadow Park Phase II  
PROJECT

TOL. Stoen Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT):

Krische Construction - Joe Black  
SUBMITTED BY:

Ripley Design - Russ / Stephanie Architects  
cc

Detailed description of Change Request:  
Per ASI #38 - added masonry install 8" CMU at fire pit at Ice Rink

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change: 732

Calendar Days project is / is not extended: 0

Contractor: [Signature] 8.16.15  
Krische Construction Date

Engineer/Architect: [Signature] 9-26-16  
XXX Date

Owner: [Signature]  
Dave Coonrads Date

Owner: [Signature] 9.26.16  
XXX Date



885 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7843 / F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 8.16.16  
 COP #: 86

Meadow Park Phase II

Per ASI #38 - added masonry install 8" CMU at fire pit at Ice Rink

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNITS	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<u>Work / Items by Krische Construction</u>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	2.5		65.00	163	0.00	0	0.00	0	163
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				198		0		0	198
Overhead	10.00%								20
Profit	5.00%								10
<b>Total of Work / Items by Krische</b>									227
<u>Work / Items by Subcontractors</u>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Patrick Manning Masonry	1		0.00	0	0.00	0	0.00	460	460
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				0		0		460	460
Overhead	0.00%								0
Profit	5.00%								23
<b>Total of Work / Items by Subcontractors</b>									483
<u>Other Costs</u>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								4
Builders Risk Insurance	0.50%								4
Payment and Performance Bond	2.00%								15
<b>Subtotal of Other Costs</b>									22
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									22
<b>TOTAL COST</b>				198		0		460	732

# Additional Work Order

Patrick Manning

2161 Tulip St.

Long. Co. 80501

(720)331-6785

Additional work requested by:

Krische Construction

605 Weaver Park Rd.

Long. Co. 80501

Work performed at:

Meadow Park

601 Park Ave.

Lyons Co.

Additional work requested:

Install 8" CMU at fire pit located at ice rink

8 hrs	\$36.90	\$295.20
10- 8"cmu	\$2.00	\$20.00
8 bags premix	\$6.35 ea.	\$50.80
Total		\$366.00
1 Hour clerical / <i>PM</i>		<u>\$52.50</u>
ADD 10% profit and over head		\$418.50
TOTAL THIS ADDITIONAL WORK ORDER		<u>41.85</u>
Respectfully submitted, Patrick Manning	10% O&P	\$460.35

September 22, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #101

The stream play feature was constructed in Meadow Park which allows water from the stream to flow through it. Once completed it became clear that without the installation of safety bars at the two bridges it may become a safety hazard for small children playing in the feature.

We received a price from the welder to construct horizontal bars at the bridges to ensure water can flow freely but no objects can get lodged under the structures.

We have reviewed the cost for this scope of work with the town engineer and found it to be within industry standard.



Sloane Nystrom  
Town of Lyons  
Parks Project Manager





665 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7843/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Revised Date: 9.14.16  
COP #: 101

Meadow Park Phase II  
PROJECT

TOL- Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY:

Ripley Design - Russ / Stephanie Architects  
cc

**Detailed description of Change Request:**

Per CCOP #23 fabricate and install galvanized bridge grates/bars at the stream play area bridges per attached design photos provided by Lyon's welding showing anticipated design of grates.

Approval of this change order request also approves indicated attached design of grates/horizontal bars.

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor: [Signature] 9.14.16  
Krische Construction Date

Architect: [Signature] 9-26-16  
XXX Date

Owner: [Signature]  
Dave Cosgrove Date

Owner: [Signature] 9.26.16  
XXX Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7843/ F. 303-776-8588

REQUEST FOR CHANGE PROPOSAL

Date: 9.14.16  
 COP #: 101

Meadow Park Phase II

PROJECT

Per CCOP #23 fabricate and install galvanized bridge grates/bars at the stream play area bridges per attached design photos provided by

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	3.0		65.00	195	0.00	0	0.00	0	195
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				230		0		0	230
Overhead	10.00%								23
Profit	5.00%								12
<b>Total of Work / Items by Krische</b>									265
<b>Work / Items by Subcontractors</b>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Lyon's welding	1		0.00	0	0.00	0	0.00	869	869
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				0		0		869	869
Overhead	0.00%								0
Profit	5.00%								43
<b>Total of Work / Items by Subcontractors</b>									912
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								6
Builders Risk Insurance	0.50%								6
Payment and Performance Bond	2.00%								24
<b>Subtotal of Other Costs</b>									36
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									36
<b>TOTAL COST</b>				230		0		869	1213

**LYONS PORTABLE WELDING**  
**PO BOX 753**  
**LYONS, CO 80540**  
**Sept. 13, 2016**

**Joe Black**  
**Krische Construction**

**Change Order: Meadow Park Phase II**

**Fabricate, galvanize and install bridge grates at the stream play area.**

**Labor – 7 hours at \$75.00 per hour = \$525.00**

**Materials - 45.00**

**Project management 60.00**

**Drop off/pick up @ galvanizer 4 hours at \$40.00 = \$160.00**

**Sub Total \$790.00**

**10% overhead and profit = \$79.00**

**Total \$869.00**

**LYONS PORTABLE WELDING**  
**303-823-5919**

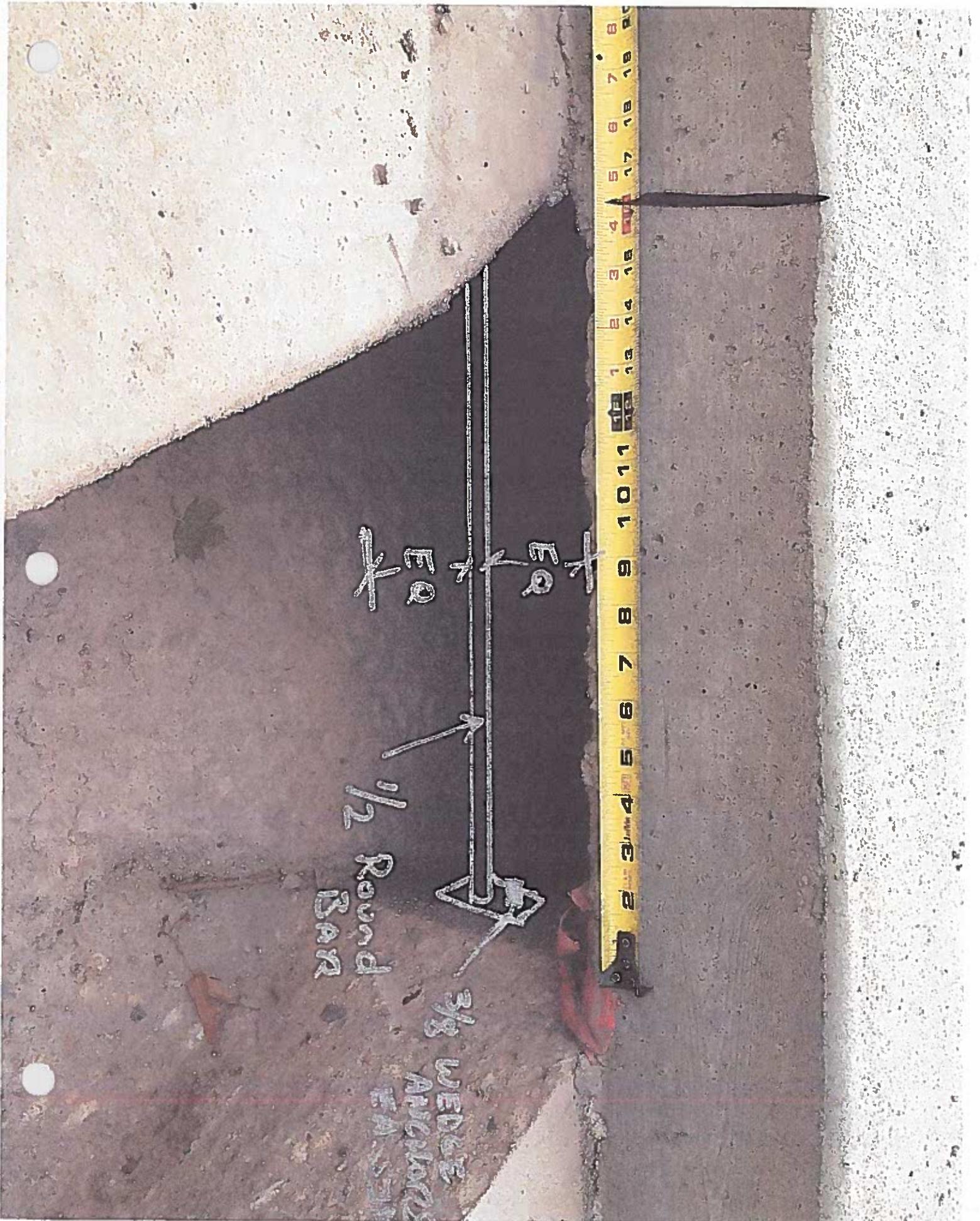


EQ.

- EQ.

1/2 Round BA

w/ 3/8 ANCHORS  
EA. SIDE



EQ

EQ

1/2 Round BAR

3/8 WEDGE ANCHORS

2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

September 22, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #102

During the punch list walk through on the buildings it was decided that additional caulking needed to be added to the new showers at Meadow Park to prevent water from getting into the walls and under the floor. Some caulking was in the original design but this was an added area near the doors and on the back sides of the shower.

We reviewed the prices for this work and measured the linear feet area and found it to be industry standard for this work



Sloane Nystrom  
Town of Lyons  
Parks Project Manager





605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643/ F. 303-776-0596

REQUEST FOR CHANGE PROPOSAL

Date: 9.13.16  
COP #: Revised 102

Meadow Park Phase II  
PROJECT

TOL - Skane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY:

Ripley Design - Russ / Stephanie Architects  
cc:

**Detailed description of Change Request:**

Add the following caulking at the new restroom showers (4) each as noted below.

Add caulking for 27 LF of saw cut in all shower areas

Add caulking for 15 LF of tooled control joints in all areas of showers

Pricing affective thru 8/31/26 - additional mobilization fee may apply after 8/31/16

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor: [Signature] 9/13/16  
Krische Construction 8.26.16 Date

Engineer: [Signature] 9-26-16  
Architect: [Signature] 9-26-16 Date

Owner: [Signature]  
Dave Colgrove [Signature] Date

Owner: [Signature] 9-26-16  
Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7643/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 9.13.16  
 COP #: Revised 102

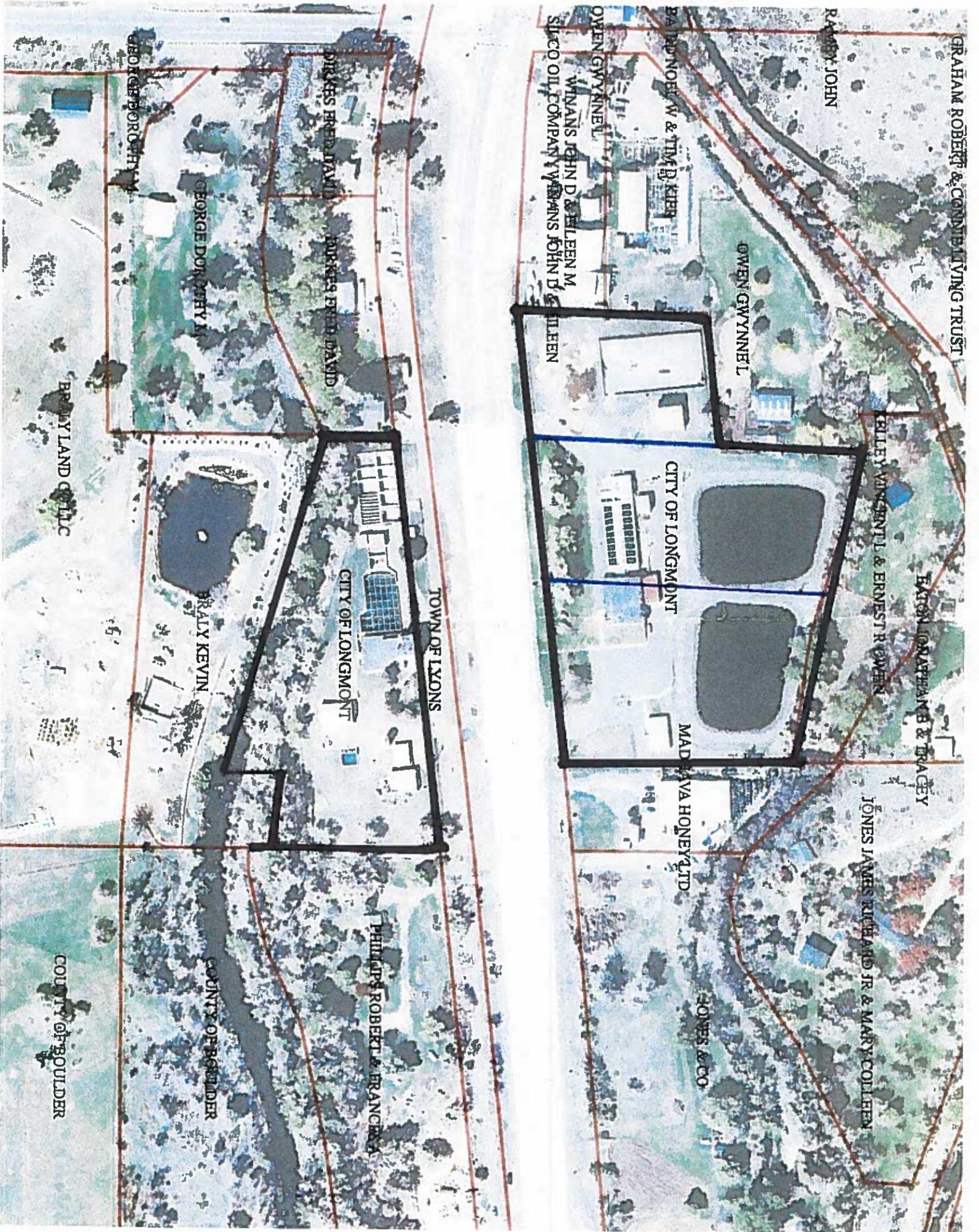
Meadow Park Phase II

Add the following caulking at the new restroom showers (4) each as noted below

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	2.5		65.00	163	0.00	0	0.00	0	163
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				198		0		0	198
Overhead	10.00%								20
Profit	5.00%								10
<b>Total of Work / Items by Krische</b>									227
<b>Work / Items by Subcontractors</b>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Knoles Caulking	42	LF	3.50	147	0.00	0	0.00	0	147
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				147		0		0	147
Overhead	0.00%								0
Profit	5.00%								7
<b>Total of Work / Items by Subcontractors</b>									154
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								2
Builders Risk Insurance	0.50%								2
Payment and Performance Bond	2.00%								8
<b>Subtotal of Other Costs</b>									12
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									12
<b>TOTAL COST</b>				345		0		0	393



GRAHAM ROBERT & CONNIE LIVING TRUST

RAMSEY JOHN

OWEN GWYNNEL

OWEN GWYNNEL  
WINANS JOHN D & HELEEN M  
SLICO OIL COMPANY WINANS JOHN D & HELEEN

KELLEY VINCENT L & ERNEST R OWEN

EATON JONATHAN B & TRACEY

JONES JAMES RICHARD JR & MARY COLLEEN

JONES & CO

MADAVA HONEY LTD

CITY OF LONGMONT

TOWN OF LYONS

CITY OF LONGMONT

PHILLIP ROBERT & FRANCENA

GEORGE DORAN M

GEORGE DORAN M

BRALY KEVIN

BRALY LAND Q LLC

COUNTY OF BOULDER

COUNTY OF BOULDER