

Parks Budget

Workshop 5:00 pm – 6:30pm

SPECIAL MEETING

DRAFT AGENDA

TOWN OF LYONS

MONDAY, OCTOBER 24, 2016, 6:30 pm

BOARD OF TRUSTEES MEETING

SHIRLEY F. JOHNSON COUNCIL CHAMBER

LYONS TOWN HALL, 432 5TH AVENUE, LYONS, COLORADO

I. Roll Call And Pledge Of Allegiance

II. Consent Agenda

II.1. Resolution 2016-92, Cover Letter

Documents:

[COVER LETTER BOT CONTRACT AMENDMENT.PDF](#)

II.1.a. Resolution 2016-92, A Resolution Extending The Contract Between Ricker Cunningham And The Town Of Lyons

Documents:

[RESOLUTION 2016-92, EXTENDING AND AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH LELAND CONSULTING GROUP, INC..PDF](#)

II.1.b. Resolution 2016-92, Service Agreement Extension And Amendment

Documents:

[RESOLUTION 2016-92-CONTRACT RICKER CUNNINGHAM.PDF](#)

II.2. Resolution 2016-86, Cover Letter

Documents:

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

II.2.a. Resolution 2016-86, A Resolution Awarding A Bid To And Authorizing A Contract With FEI Engineers, Inc. To Provide Electrical Design Services For The Wastewater Treatment Plant

Documents:

[RESOLUTION 2016-86, AWARDING FEI A CONTRACT TO PROVIDE ELECTRICAL DESIGN SERVICES FOR THE WWTP.PDF](#)

II.2.b. Resolution 2016-86, FEI Proposal

Documents:

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

II.2.c. Resolution 2016-86, SynEnergy Proposal

Documents:

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

II.2.d. Resolution 2016-86, RFQ For Professional Electrical Design And Construction Administration Services

Documents:

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

II.2.e. Resolution 2016-86, RFQ Electrical Engineer List

Documents:

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

II.2.f. Resolution 2016-86, Disaster Recovery Services Agreement Between The Town Of Lyons And FEI Engineers, Inc.

Documents:

[RESOLUTION 2016-86, FEI SERVICES AGREEMENT.PDF](#)

II.2.g. Resolution 2016-86, Notice Of Award

Documents:

[RESOLUTION 2016-86 , NOTICE OF AWARD.PDF](#)

II.2.h. Resolution 2016-86, Notice To Proceed

Documents:

[RESOLUTION 2016-86, NOTICE TO PROCEED.PDF](#)

III. 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 as soon as possible, but no later than 72 hours before the scheduled event.”

Cover Letter: Resolution 2016-92

SUBJECT: Contract Amendment with Ricker|Cunningham

The reason for this contract amendment is to document verbally agreed upon decisions to extend the termination date of the contract and to proceed with certain aspects of the Lyons Primary Planning Area planning process that were not identified in the original scope.

Extension of Term:

- a) The extension of the contract termination date will allow additional time to prepare and submit final deliverables. The additional time is needed as a result of the inclusion of an optional tenth public planning meeting (October 20, 2016). The original contract was set to expire on October 31, 2016. This date was intentionally set to provide us with a 1 month buffer before the grant deadline (November 30, 2016) in case of situations like this where extra time is needed. The new contract termination date will be November 20, 2016.

Modification to Services Provided by Contractor:

- a) The original scope of work identifies a *“Communitywide Meeting to Share the Final Small Area Plans and Final Recommendations (one final meeting – optional)”*. The purpose of this modification is to formally document that this “optional” meeting was agreed upon by both parties and should occur on October 20, 2016. Opting to hold this meeting was the result of a strategic decision made by the consultant team to complete an effective community engagement process
- b) This modification documents the consultants’ responsibility to submit small area interim planning documents for the Eastern Corridor and S. St. Vrain Planning Areas. This came about from a question that was posed by the consultant team to the Board of Trustees regarding the format for deliverables for this project - with consideration given to the expiration dates of annexation moratoriums and the length of a formal adoption process. Upon direction given by the Board of Trustees at the April 19, 2016 BOT meeting, it was determined that interim planning documents would be submitted and accepted at the end of each phase of the plan. And that a formal planning document would be submitted for adoption and ratification once the full planning process had drawn to a conclusion.
- c) In order to provide a clear deadline for final deliverables, we have proposed to modify the Project Schedule to make November 20, 2016 the deadline for submitting all final work products.

**TOWN OF LYONS, COLORADO
RESOLUTION NO. 2016-92**

**A RESOLUTION EXTENDING AND AMENDING THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE TOWN OF LYONS AND LELAND CONSULTING GROUP, INC.**

WHEREAS, the Town of Lyons ("Town") possesses the authority to contract for lawful purposes; and

WHEREAS, the Town previously entered into a professional services agreement ("Agreement") with Leland Consulting Group, Inc., a Colorado corporation, dba Ricker Cunningham ("Contractor"), to provide services related to the development of the Town's primary planning area master plan, the term of which expires on October 31, 2016; and

WHEREAS, the Town and the Contractor desire to extend the Agreement, such that the term thereof shall expire November 20, 2016, and additionally desire to amend Exhibit "A" of the Agreement to include additional services without any adjustments in compensation for the Contractor.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Lyons that:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Board of Trustees hereby approves the attached Professional Services Agreement Amendment and Extension between Leland Consulting Group, Inc. ("Amendment") and further authorizes the Mayor to execute and the Town Clerk to attest the Amendment.

Section 3. This Resolution shall take effect immediately upon its approval by the Board of Trustees.

ADOPTED by a vote of ___ in favor and ___ against this _____ day of October, 2016.

TOWN OF LYONS, COLORADO

Connie Sullivan, Mayor

ATTEST:

Deb Anthony, MMC – Town Clerk

**TOWN OF LYONS
PROFESSIONAL SERVICES AGREEMENT
EXTENSION AND AMENDMENT**

INDEPENDENT CONTRACTOR

Project/Services Name: Lyons Primary Planning Area Master Plan

THIS PROFESSIONAL SERVICES AGREEMENT EXTENSION AND AMENDMENT ("Amendment") is entered into by and between the Town of Lyons, Colorado, a statutory town of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado, 80540 (the "Town"), and Leland Consulting Group, Inc., a Colorado corporation, dba Ricker Cunningham, whose business address is 8200 South Quebec Street, Suite A3-104, Centennial, Colorado 80112, (the "Contractor"). The Town and the Contractor may be collectively referred to herein as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into a Professional Services Agreement for developing the Lyons Primary Planning Area Master Plan effective as of February 24, 2016 ("Agreement"); and

WHEREAS, the Scope of Services for the Agreement are set forth in Exhibit "A" ("Services"); and

WHEREAS, the Parties desire to include additional services within the scope of the Agreement without any adjustments in compensation for the Contractor; and

WHEREAS, Section 1.3 of the Agreement requires that any changes to the Services that are mutually agreed upon by the Parties shall be made in a formal writing signed by both Parties that references the Agreement; and

WHEREAS, completion of the Services will require additional time beyond the term of the Agreement, which is set to terminate on October 31, 2016; and

WHEREAS, Section 4.1 of the Agreement contemplates that the term of the Agreement may be extended by mutual agreement of the Parties in writing and Section 10.12 of the Agreement requires that amendments to the Agreement be in writing and signed by both Parties; and

WHEREAS, the Parties hereby desire to extend the Agreement, such that the term thereof shall expire November 20, 2016, and additionally desire to amend Exhibit "A" of the Agreement to include additional services without any adjustments in compensation for the Contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties hereto, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1.0 RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference as though set forth in full.

2.0 EXTENSION OF TERM. The first sentence of Section 4.1 of the Agreement is hereby amended in its entirety to read as follows:

"This Agreement shall be effective on the 24th day of February 2016 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 November 20, 2016, 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."

3.0 MODIFICATION TO SERVICES PROVIDED BY CONTRACTOR. The Services to be provided by the Contractor as set forth and referenced with particularity in Exhibit "A" of the Agreement are amended as follows and incorporated into the Agreement:

(a) Element 1—Deliverable(s) is amended to replace the reference to the optional communitywide meeting in the second bullet point with the following sentence:

"Communitywide meeting to share the final small area plans and final recommendations (to be held October 20, 2016)."

(b) Element 5—Deliverable(s) is amended to add the following sentence at the end:

"Contractor will submit final draft interim planning documents for the Eastern Corridor and the Western Corridor (also referred to as the South St. Vrain) sub-planning areas to the Town Representative by October 18, 2016."

(c) The Project Schedule is amended to add the following sentence at the end:

"Contractor will submit all Deliverables as outlined and identified in this Exhibit "A" of the Agreement to the Town Representative on or before November 20, 2016."

4.0 FORCE AND EFFECT OF AMENDMENT. Notwithstanding anything in the Agreement to the contrary, the Agreement shall be amended such that all references in the Agreement to the "Agreement" shall refer to the Agreement, as amended by this Amendment. Except as set forth in this Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect

5.0 CONFLICT. This Amendment is and shall be construed as a part of the Agreement. In case of any inconsistency between this Amendment and the Agreement, the provisions containing such inconsistency shall first be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this Amendment shall be controlling.

6.0 COUNTERPARTS; FACSIMILE OR ELECTRONIC SIGNATURE; AUTHORITY. The parties hereto agree that this Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The parties further agree that this Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the party providing such signature as if it were the party's original signature.

7.0 NO FURTHER AMENDMENTS. No other terms or conditions of the Agreement are amended hereby, including, without limitation, the rates for services as set forth in Exhibit B of the Agreement.

*Remainder of page left intentionally blank
Signature page follows*

TOWN OF LYONS, COLORADO

By: _____
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM (Excluding Exhibits)

Fathia Guckenberger
For Town Attorney's Office

CONTRACTOR: **Leland Consulting Group, Inc., a Colorado corporation, dba Ricker Cunningham**

By: *[Signature]*

Printed name: *Bill J. Cunningham*

Its: *Principal VP*

STATE OF *Colorado*)

COUNTY OF *Arapahoe*) ss.

The foregoing Professional Services Agreement Extension and Amendment was acknowledged before me this *20th* day of *October*, 2016,

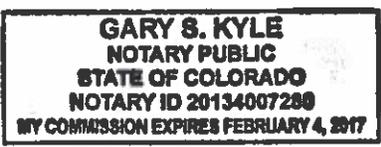
by *Bill Cunningham* as *Principal*
of *Leland Consulting Group*, a *Colorado Corporation*.

Witness my hand and official seal.

My commission expires: *02/04/2017*

[Signature]
Notary Public

(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))



Resolution 2016-86

October 24, 2016

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 AWARDING A BID TO AND AUTHORIZING A CONTRACT WITH FEI
ENGINEERS, INC. TO PROVIDE ELECTRICAL DESIGN SERVICES FOR THE
WASTEWATER TREATMENT PLANT**

WHEREAS, the Town of Lyons ("Town") is authorized by C.R.S. Section 31-15-101 to enter into contracts for any lawful purpose; and

WHEREAS, Section 4-3-40 of the Lyons Municipal Code requires that contracts for services over five thousand dollars are subject to the prior approval of the Town Board of Trustees; and

WHEREAS, FEMA awarded the Town a grant for flood recovery and restoration for site improvement at the Town's wastewater treatment plant ("Project"), and professional electrical engineering design services ("Services") are required as part of the Project; and

WHEREAS, in accordance with applicable purchasing policies, the Town issued a Request for Quotes ("RFQ") from qualified contractors able to complete the necessary Services; and

WHEREAS, two qualified firms submitted proposals, which Town staff evaluated for compliance with the RFQ, as well as for adherence to the scope of work and deliverables and qualifications; and

WHEREAS, based upon an evaluation of the proposals submitted, Town staff has determined that FEI Engineers, Inc. submitted the proposal that is responsible and most advantageous to the Town and recommends that the Board of Trustees awards the contract for the Services to FEI Engineers, Inc.; and

WHEREAS, FEI Engineers, Inc. represents that it possesses the skill and experience to perform the Services; and

WHEREAS, based upon the recommendation of Town staff, the Board of Trustees desires to award the bid to and enter into an agreement with FEI Engineers, Inc. to perform the Services.

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

Section 1. The Board of Trustees hereby (a) awards the bid for electrical engineering design services at the Town's wastewater treatment plant to FEI Engineers, Inc. in accordance with the terms and conditions of the RFQ; (b) approves the Disaster Recovery Services Agreement with FEI Engineers, Inc. in the form attached hereto for an amount not to exceed **Sixteen Thousand Eight Hundred Five Dollars and No Cents (\$16,805)**; (c) authorizes the Town Administrator and the Town Attorney, in consultation with the Mayor, to make such changes as may be necessary to correct any non-material errors or language in such Agreement that do not increase the obligations of the Town; and (d) authorizes the Town Engineer to sign and issue the Notice of Award and Notice to Proceed.

Section 2. The Mayor or Mayor Pro Tem are hereby authorized to sign the Agreement and any other documents necessary to implement this resolution, and the Town Clerk is authorized to attest the Mayor or Mayor Pro Tem's signature.

Section 3. This resolution shall be effective upon its adoption.

ADOPTED THIS 24th DAY OF OCTOBER 2016.

TOWN OF LYONS, COLORADO

Connie Sullivan, Mayor

ATTEST:

Debra K. Anthony, MMC - Town Clerk

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) and Scott Olson (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.

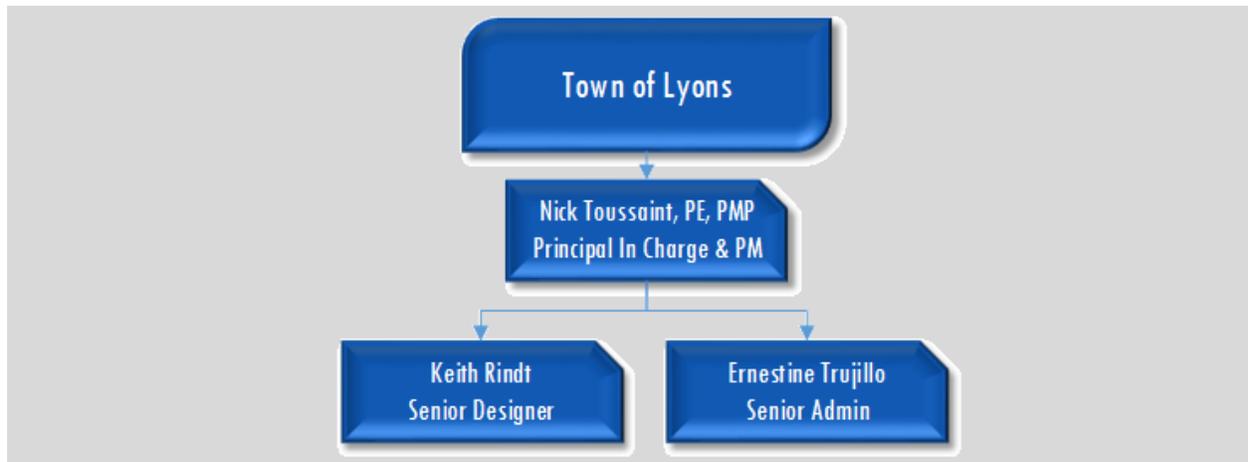
Below is a narrative of our firm's history and specialized experience, followed by our project understanding, proposed scope of work, relevant experience and references, and fee estimate.

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:

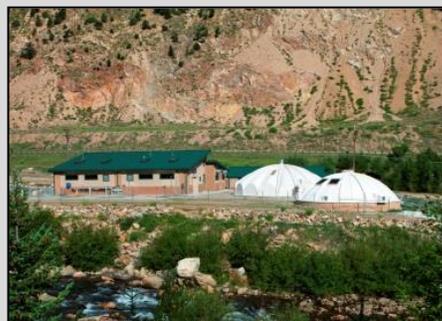
- ☑ **Electrical System Design**
- ☑ Design & Drawings
- ☑ Construction Engineering

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
	Total	\$ 16,805

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 2nd 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

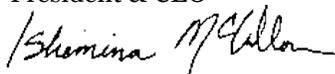


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Section E – MEP Design Fee

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
Website: 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 feet 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

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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

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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.

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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@tetratech.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
Preliminary Phase Facilitate Kick-off Meeting with the Town * 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
Design Phase Design Development Drawings (65%): * Site Visit * Electrical equipment sizing, load calculations, and design. * Provide the Town with 65% drawings	4 Weeks	10/24/2016	11/14/2016
Town of Lyons Review and Comments * Review and provide comments to SynEnergy	1 Week	11/15/2016	11/22/2016
Design Phase Design Construction Drawings (90%): * 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
Town of Lyons Review and Comments * Review and provide comments to SynEnergy	2 days	12/13/2016	12/15/2016
Design Phase Design Construction Drawings (100%): * Provide CDs electronically in PDF format and 1 set of wet stamps/hardcopy.	1 week	12/15/2016	12/23/2016
Bidding Phase *The team will provide support including response to questions, addendums or clarifications.	2 Weeks	TBD	TBD
Construction Phase: *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
Total Fee			
	\$ 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.¹**
 - **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).**

¹ 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

Project Name		Date of Request	
Requested By			
Presented To			

Description of Change Request:

Reason for Change:

Effect on Deliverables: (SynEnergy will fill in)

Effect on Schedule: (SynEnergy will fill in)

Effect on Project Cost: (SynEnergy will fill in)

Item Descriptions			Dollars	Increase
Item Description #1				\$ 0.00
Item Description #2				\$ 0.00
Item Description #3				\$ 0.00
Total Net Change in Cost:			\$ 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: _____

September 14, 2016

RE: Request for Quote (RFQ) for Professional Electrical Engineer Design and Construction Administration Services
Town of Lyons Wastewater Treatment Plant, 198 2nd 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 and 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 5th 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: _____

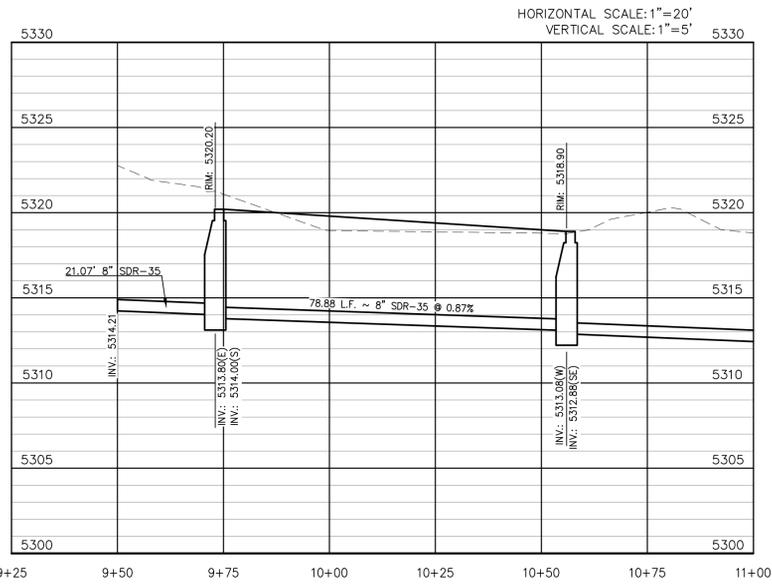
****For each step enter what actions were taken to meet the requirement**

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

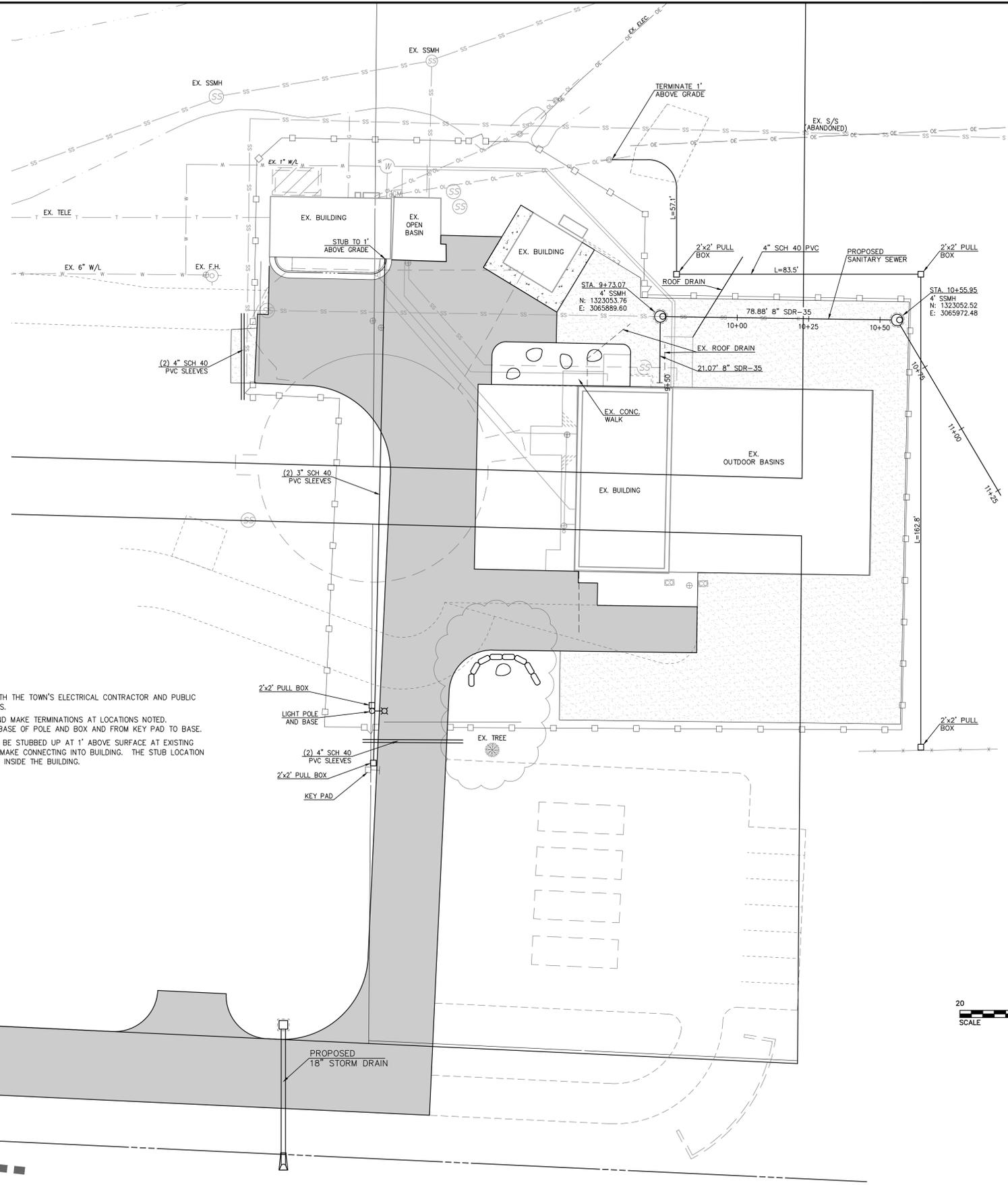
****Attach any supporting documentation or reports or responses of the businesses contacted**

****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

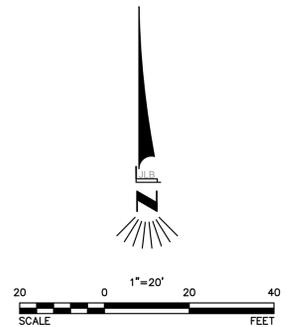
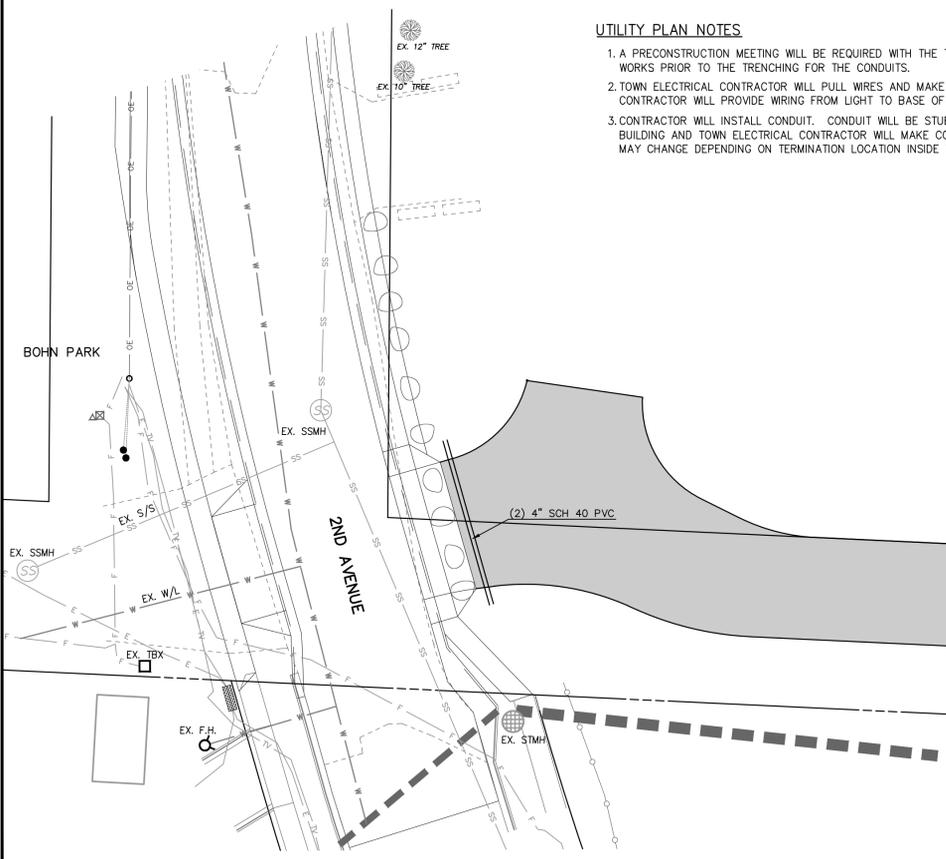
JLB
Civil Engineers
743 PEAR COURT
LOUISVILLE, COLORADO 80027
PHONE: 303.604.1634
FAX: 303.604.1674



CONSTRUCTION PLANS
LYONS WASTEWATER TREATMENT PLAN 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	APPLY	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

NAICS Code: 541330

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

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

Others:

AE Design jmullikin@aedesign-inc.com
Frachetti Engineering Bob.Frachetti@FEIEngineers.com
MEP Engineeing roger@mep-eng.com
Tetra Tech Mark.Maxwell@tetrattech.com

Town of Lyons
DISASTER RECOVERY SERVICES AGREEMENT

This DISASTER RECOVERY SERVICES AGREEMENT ("Agreement") is made and entered into this 24th day of October, 2016 by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "**Town**"), and FEI Engineers, Inc., a Colorado corporation, with business offices at 5235 South Valentia Way, Greenwood Village, CO 80111 (the "**Contractor**").

WITNESSETH

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

WHEREAS, the Town issued a Request for Quotes for the services which are the subject of this Agreement, in response to which proposals were submitted; 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 Jim Blankenship 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 **Sixteen Thousand Eight Hundred Five Dollars and No Cents (\$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 **24th day of October, 2016 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 having been completed) or **11:59 p.m. on May 31, 2017**, 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 Board of Trustees, Town Manager, the Town Representative, or other Town employee expressly authorized in writing to direct the Contractor's services.

4.3 Town Unilateral Termination. The Town may terminate the performance of the work at any time in whole, or from time to time in part, for its convenience or 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 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 Board of Trustees 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 Lyons, 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	FEI ENGINEERS, INC. 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

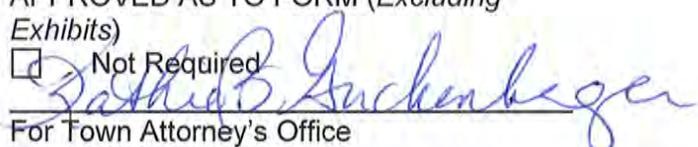
By: _____
Victoria Simonsen, Town Administrator

ATTEST:

Debra K. Anthony, Town Clerk

APPROVED AS TO FORM (Excluding Exhibits)

Not Required



For Town Attorney's Office

CONTRACTOR: FEI Engineers, a Colorado corporation

By: _____

Printed name: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Disaster Recovery Services Agreement was acknowledged before me this _____ day of _____, 2016, 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 for a lump sum, 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

NOTICE OF AWARD

To: FEI Engineers, Inc.

Date: October 24, 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:

Jim Blankenship
Town Engineer

NOTICE TO PROCEED

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

Date: October 24, 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 24, 2016.

Town of Lyons, Colorado, Owner

Jim Blankenship
Town Engineer

ACCEPTANCE OF NOTICE

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

(Contractor)

Dated this _____ day of _____, 20____.

Title