TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 25, SERIES 2019

A RESOLUTION APPROVING THE ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR PUBLIC WORKS EXPANSION OF THE ADMINISTRATION BUILDING

WHEREAS, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, the Town has included this project in its 2019 Capital Improvement Projects; and

WHEREAS, the Town Council is familiar with the Project and finds it to be in the best interest of the Town, its residents, and the general public to proceed with design;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval
The required agreements and expenditure of funds up to $34,500 is hereby approved for the design of the public works expansion to the administration building. The required agreements may be finalized by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.


TOWN OF TIMNATH, COLORADO

Jill Grossman-Belisle, Mayor

ATTEST:

Milissa Peters-Garcia, CMC
Town Clerk
INDEPENDENT CONTRACTOR AGREEMENT
(Professional Services Agreement)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 23rd day of April, 2019, by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and ALM2S (the “Contractor”). The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town was organized pursuant to Title 31 of the Colorado Revised Statutes to provide certain services within its corporate boundaries; and

WHEREAS, the Town is authorized to contract for the provision of such services pursuant to § 31-15-101, et seq., C.R.S.; and

WHEREAS, fund have been budgeted and are available for the work to be performed by the Contractor under this Agreement, and other necessary approvals have been obtained; and

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (the “Services”): (a) using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) pursuant to the Scope of Services specified in said Exhibit A; (c) in such a manner as to minimize, to the extent feasible, disruption to the residents, tenants, occupants and invitees within the Town; and (d) in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, including, without limitation, any licensing, bonding, and permit requirements, and including without limitation, any such laws relating to storage, use or disposal of hazardous wastes, substances or materials. Exhibit A may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.
Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement.

2. TERM/RENEWAL.

a. This Agreement shall be effective as of the date signed and shall terminate on the earlier to occur of: (i) termination pursuant to Section 19 hereof; (ii) completion of the Services; or (iii) December 31, 2019. Notwithstanding the foregoing, unless terminated pursuant to (i) or (ii) above, or unless the Town determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for an additional one (1) year term commencing January 1 of the next succeeding year.

b. This Agreement is contingent upon and subject to approval by the Town Council. If such approval is granted after the effective date, the effective date shall be extended until such approval is received.

3. ADDITIONAL SERVICES. The Town may request the Contractor to provide additional services not set forth in Exhibit A. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the Town pursuant to a written service/work order executed by an authorized representative of the Town and the Contractor. Authorization to proceed with additional services shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town’s option, reimburse the Town for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the Town of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities
necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the Town or any agent of the Town and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor’s performance of the Services does not meet this standard, the Contractor shall, at the Town’s request, re-perform the Services not meeting this standard without additional compensation.

b. The Services of the Contractor shall be undertaken and completed to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor’s reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give timely notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor declares that it has complied with all Federal, State and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses that are required to provide the Services under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the Town. Review, acceptance or approval by the Town of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. **MONTHLY STATUS REPORT.** The Contractor shall provide to the Town, at the Town’s request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period (“Monthly Report”).

7. **COMPENSATION AND INVOICES.**

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the percentage of work completed as outlined in Exhibit A. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit A of
this Agreement, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor’s actual cost, provided that the Contractor shall make a reasonable attempt to notify the Town of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as Exhibit B.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of the Agreement and shall contain the following information:

i. An itemized statement of the Services performed.

ii. Any other reasonable information required by the Town to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The Town shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the Town after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the Town within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice; and (ii) if applicable, a satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The Town may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the best interest of the Town to do so. In the event a Town Council meeting is not scheduled in time to review payment of an invoice, the Town hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 28, without the need for additional Town Council approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the Town’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the Town Manager or applicable Department Head, as appropriate, subject to ratification at the next succeeding special or regular Town Council meeting.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in the Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Town. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town is concerned only with the results to be obtained. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or
employment benefits of any kind or type to or for the Contractor or its employees, sub-
consultants, contractors, agents, or representatives, including coverage or benefits related but not
limited to: local, state or federal income or other tax contributions, insurance contributions (e.g.
FICA taxes), workers' compensation, disability, injury, health or life insurance, professional
liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement
account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be
responsible for its safety, the safety of its employees, the public and the work site in general and
shall comply with all applicable provisions of local, state and federal laws, regulations and orders
affecting safety and health, including but not limited to the Occupational Safety and Health Act
of 1970 (OSH Act). All personnel furnished by the Contractor will be deemed employees of the
Contractor and will not for any purpose be considered employees or agents of the Town, and the
Contractor will comply with all employment laws relative to such employees, including but not
limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-
type laws. The Contractor is not entitled to worker's compensation benefits or
unemployment insurance benefits, unless unemployment compensation coverage is
provided by the Contractor or some other entity other than the Town, and the Contractor
is obligated to pay federal and state income taxes on moneys earned pursuant to this
Agreement.

10. PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION: EMPLOYEE
MEMBERSHIP. Contractor agrees that, concurrent with execution of this Agreement,
Contractor will disclose to the Town the membership status of any of Contractor's employees
that are members of the Colorado Public Employees' Retirement Association pursuant to § 24-
51-301, et seq., C.R.S. Failure to meet this requirement shall be a material breach of this
Agreement, and the Town's obligations to perform under this Agreement are specifically
conditioned on Contractor's performance as required under this Paragraph 10.

11. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is
subject to all applicable laws and executive orders relating to equal opportunity and non-
discrimination in employment and the Contractor represents and warrants that it will not
discriminate in its employment practices in violation of any such applicable law or executive
order.

The Contractor hereby states that it does not knowingly employ or contract with illegal
aliens and that the Contractor has participated in or has attempted to participate in the E-Verify
Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-
17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor
affirmatively makes the follow declarations:

   a. The Contractor shall not knowingly employ or contract with an illegal alien
      who will perform work under the public contract for services contemplated in the Agreement and
      will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.)
      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 contemplated in the Agreement.
b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in the Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. 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.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor 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.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

g. If the Contractor violates a provision of the Agreement pursuant to §8-17.5-102, C.R.S., the Town may terminate the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

12. **CONTRACTOR’S INSURANCE.**

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in Exhibit C, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for each coverage provided. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to
verify or confirm, at any time, all coverage, information or representations required by this Section 12 of the Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the Town with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as Exhibit C-1. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers’ compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor’s failure to purchase the required insurance shall not serve to release it from any obligations contained in the Agreement; nor shall the purchase of the required insurance serve to limit the Contractor’s liability under any provision in the Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

13. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor, on behalf of its employees, agrees to enter into a confidentiality agreement. Any information deemed confidential by the Town and given to the Contractor by the Town, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the best interests of the Town.

b. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, the Contractor agrees to notify the owner of conflicts that impact the Services to the Town.

14. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, as instruments of service shall remain the property of the Contractor. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services, shall make them available for the Town’s use and shall provide such copies to the Town upon request at no cost.

15. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any Town assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated in the Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic’s, materialmen’s or
other such lien claims, or rights to place a lien upon the Town’s property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the Town. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 16(b), below.

16. **INDEMNIFICATION.** Contractor shall indemnify and save and hold harmless the Town, its officers, agents and employees from and against: (1) damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers and employees of the Town) and (2) claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, administrative proceedings, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers’ compensation which is incurred by the Town but only to the extent caused by the tortious or negligent actions or omissions of Contractor in connection with Contractor’s operations or performance herewith or Contractor’s use or occupancy of real or personal property hereunder, including tortious or negligent acts or omissions of employees, agents, or representatives of Contractor; provided however, that Contractor need not indemnify the Town or its officers, agents and employees from damages proximately caused by and apportioned to the negligence of the Town’s officers, agents and employees.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor deems necessary for the Town’s protection in the performance of this Agreement.

This indemnification obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the Town under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et.seq.).

17. **ASSIGNMENT.** The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment, delegation or subcontracting of this Agreement in whole or in part with respect to which the Town has not consented, in writing, shall be null and void and of no effect whatsoever.

18. **SUB-CONTRACTORS.** The Contractor is solely and fully responsible to the Town for the performance of all Services under this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. The Contractor shall not subcontract any Services without prior written approval by the Town. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this
Agreement shall contain an indemnification provision identical to the one contained in Section 16 of this Agreement holding the Town harmless for the acts of the subcontractor. The Contractor further agrees that any such subcontract shall be terminable for cause or convenience and that, unless directed otherwise by the Town, the Contractor shall immediately terminate all such subcontracts immediately upon termination of this Agreement. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without further cost upon termination of this Agreement. Neither the Town’s approval of any subcontractors, suppliers or materialmen, nor the failure of performance thereof by such parties, will relieve, release or affect in any manner any of the Contractor’s duties, liabilities or obligations under this Agreement, and the Contractor will at all times be and remain fully liable. The Contractor agrees that each of its employees, and any subcontractors, suppliers and materialmen will be properly qualified and will use reasonable care in the performance of their duties.

19. **TERMINATION.** In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause or for convenience by the Contractor upon delivery of sixty (60) days prior written notice to the Town and by the Town by giving the Contractor sixty (60) days prior written notice. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination by either Party hereto, the Contractor shall cooperate with the Town to ensure a timely and efficient transition of all work and work product to the Town or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the Town.

20. **DEFAULT.** If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 21 below, and the defaulting party will have fifteen (15) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such fifteen (15)-day period and the defaulting party gives written notice to the non-defaulting party within such fifteen (15)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the fifteen (15)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party’s obligations pursuant to this Agreement by an action for injunction or specific performance.
21. **NOTICES.** Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 21 of the Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

**To the Town:**
Town of Timnath  
4800 Goodman Street  
Timnath, CO 80547  
Attention: April D. Getchius, Town Manager  
970-224-3211 (phone)  
970-224-3217 (fax)  
agetchius@timnathgov.com

**With copy to:**  
WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law  
2154 East Commons Avenue, Suite 2000  
Centennial, Colorado 80122  
Attention: Robert G. Rogers, Esq.  
(303) 858-1800 (phone)  
(303) 858-1801 (fax)  
rrogers@wbapc.com

**Contractor:**  
ALM2S  
Attention: Shaun J. Moscrip  
712 Whalers Way  
Bldg. B, Suite 200  
Fort Collins, CO 80525  
970-223-1820 (phone)

22. **AUDITS.** The Town shall have the right to audit, with reasonable notice, any of the Contractor’s books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of the
Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the Town.

24. **BINDING AGREEMENT.** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

25. **NO WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in the Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

26. **GOVERNING LAW / DISPUTES.**

   a. **Arbitration.** All claims, counterclaims, disputes and other matters in question between the Parties hereto arising out of or relating to this Agreement or the breach hereof may be decided by Arbitration upon the mutual agreement to do so by the Parties to this Agreement. In that case, arbitration will be administered by the Judicial Arbiter Group in Denver, Colorado under its arbitration rules, by a single arbitrator, unless a different arbitrator is agreed upon by the Parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE PARTIES RECOGNIZE THAT BY AGREEING TO BINDING ARBITRATION AS THE METHOD FOR DISPUTE RESOLUTION, THEY RELINQUISH THE RIGHT TO BRING AN ACTION IN COURT AND WAIVE THE RIGHT TO A JURY TRIAL AND THE EXTENSIVE DISCOVERY RIGHTS TYPICALLY PERMITTED IN JUDICIAL PROCEEDINGS. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Each Party will be responsible for paying one half of all fees and expenses charged by the arbitrator. Notice of request for arbitration must be filed in writing with the other Party(ies) to this Agreement. If agreed to, notice must be filed with the Judicial Arbiter Group. The request must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. In the event that the Parties do not agree to arbitration, each party shall be permitted to pursue all available legal and equitable remedies.

   b. **Litigation and Venue.** In the event the Parties do not agree to arbitration pursuant to Section 26(a), above, venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Town is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to,
forum non-conveniens or otherwise. At the Town’s request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

c. Prevailing Party. Other than arbitration fees as set forth in Section 26(a) of the Agreement, in the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney’s fees. For purposes of this Agreement, “prevailing party” shall mean the party in whose favor a judgment, decree, or final order is rendered, either by an arbitrator or the court, after appeal, if any. In the event both Parties prevail on one or more claims, the prevailing party shall mean the net winner of a dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other Party. Notwithstanding the foregoing, if a written offer of compromise made by either Party is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment, the non-accepting Party shall not be entitled to recover its costs of suit and reasonable attorney’s fees and costs (even if it is the prevailing party) and shall be obligated to pay the costs of suit and reasonable attorney’s fees and costs incurred by the offering Party.

d. At the Town’s request, the Contractor will consent to being joined in litigation between the Town and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the Town to furnish timely information or to approve or disapprove of Contractor’s Services in a timely manner.

27. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

28. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Town pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the Town’s obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Town and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Town, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Town or statutory debt
limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town funds. The Town's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

29. **GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available to the Town pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

30. **NEGOTIATED PROVISIONS.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

31. **SEVERABILITY.** If any covenant, term, condition or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition or provision shall not affect any other provision contained in the Agreement, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

32. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

33. **OPEN RECORDS.** The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, et seq., C.R.S.

34. **STANDARD OF CARE.** In providing services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

35. **TAX EXEMPT STATUS.** The Town is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the Town is exempt shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado
Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase the materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

36. **COUNTERPART EXECUTION.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies her eof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Remainder of page intentionally left blank. Signature pages follow].
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

April Getchius, Town Manager

ATTEST:

Town Clerk

Town’s Signature Page to Independent Contractor Agreement for Professional Engineering Services with the Town of Timnath, dated April 30, 2019
ALM2S, a COLORADO CORPORATION

Printed Name: SHAUN J. MOSCRIPT
Title: PRINCIPAL

STATE OF COLORADO
COUNTY OF Larimer

The foregoing instrument was acknowledged before me this 30th day of April, 2019, by SHAUN J. MOSCRIPT, as the Principal of Contractor.

WITNESS my hand and official seal.

My commission expires: 3/30/21

(S E A L)

LAURA L STEFFEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094009663
MY COMMISSION EXPIRES MAR 26, 2021

Contractor’s Signature Page to Independent Contractor Agreement for Professional Engineering Services with the Town of Timnath, dated APRIL 30, 2019
EXHIBIT A
SCOPE OF SERVICES
April 8, 2019

Ms. April Getchius
Town Manager
Town of Timnath
4800 Goodman Street
Timnath, CO 80547

RE: Proposal for Architectural/Engineering Services
Timnath Public Works Addition
Timnath, Colorado

Dear April:

alm2s is pleased to provide you with this Proposal for architectural/engineering services for the proposed Public Works Addition at 4800 Goodman Street in Timnath. We are happy to be considered for this project. In response to our meetings to date, we propose the following scope of services and associated fees:

Project Description
Architectural and engineering design, construction document and construction administration services as itemized below for a proposed truck bay addition, fueling station and salt shed alterations of approximately 3,000 square feet, to be built at 4800 Goodman Street in Timnath, Colorado. Associated site improvements, grading and drainage and landscaping will be contracted for separately with TST Consulting Engineers.

Services shall also include client meetings and representation at neighborhood meetings, Planning Commission and Town Council public hearings and other meetings that the Town of Timnath may require as a part of their review and approval process for the project.

The project will be managed for alm2s by Shaun Moscrip, AIA. We propose to provide A/E services, including structural, mechanical and electrical engineering. The project will be competitively bid to General Contractors.

Scope of Basic Services
The Scope of Basic Services shall be as follows:

Phase 1:
1. **Field Measurements and Documentation**: Field measurements of the existing structure(s) and preparation of record drawings of as-built conditions as required for the design team to proceed into the design phases of the project.
2. **Code Analysis**: Review of the existing and/or proposed construction for compliance with applicable building, fire, handicapped accessibility and life safety and energy codes.
3. **Meetings**: Representation at the following design meetings and public hearings:
   a. Client meetings as necessary.
   b. Planning Commission public hearing.
   c. Town Council public hearings.

Phase 2:
1. **Design Development Phase**: Expand upon and refine the approved schematic design. Submit site plan, floor plans, building elevations, building section, and typical wall sections, schematic structural, mechanical and electrical plans and an outline specification for review and approval.
2. **Construction Documents Phase**: Prepare complete construction drawings and technical specifications for competitively bidding the project to Contractors, including architectural, structural, mechanical and electrical engineering. Extent of drawings is estimated as follows:
Site Improvement Plan and Details
Overall Floor Plan
Reflected Ceiling Plan
Roof Plan and Details
Building Elevations
Building Sections
Wall Sections and Details
Room Finish Schedule
Door and Window Schedules, Door Types and Details
Foundation Plan and Details
Plumbing Plan and Details
HVAC Mechanical Plan and Details
Mechanical Schedules and Details
Fire Protection Design/Build Performance Specifications
Electrical Site Plan
Electrical Power Plan and Details
Electrical Lighting Plan and Schedules
Electrical One-line Diagram and Schedules
Fire Alarm Design/Build Performance Specifications

3. **Meetings:** Representation at the following meetings and public hearings:
   a. Client meetings as necessary.
   b. Planning and Zoning Board public hearing.
   c. Town Council public hearings.

4. **Coordination and Project Management:** Coordination with the Owner, Architect, Engineers, outside Consultants, and Contractors as necessary through the design phases.

5. **Contractor Prequalification and Selection:** Assistance to the Owner to prequalify and select a General Contractor or Construction Manager.

6. **Deliverables:**
   - Review set(s) of Phase 2 Design Development submittal, PDF format
   - Review set(s) of Phase 2 Construction Documents submittal, PDF format
   - Final set(s) of Construction Documents, released for bidding and construction, PDF format

**Phase 3:**

1. **Bidding/Negotiation Phase:** Assistance to the Owner to acquire and review Contractor bids, including plan distribution, attendance at Pre-Bid Conference, responding to Contractor questions and issuing addenda, and assistance in reviewing bids, negotiations and contract award.

2. **Value Analysis:** Participate in meetings with the Owner and selected Contractor to evaluate cost reduction proposals (if necessary) to align the proposed design with the available budget. Significant design revisions to implement any of the selected VE items shall be considered Additional Services, unless a budget limitation is established as a condition of the Agreement.

3. **Construction Administration Phase:** Perform field observations of the work in progress during construction with written reports to the Owner, attendance at Pre-Construction Conference, attend weekly site meetings with the Contractor and Owner’s representative, Consultants on an as-needed basis, review of shop drawings and submittals, issuance of Architect’s supplemental instructions (ASIs) and responses to Contractor’s requests for information (RFIs), review of change orders, review of Contractor’s pay requests, final punch list inspection and assistance with project closeout. For purposes of this Proposal, field observations by our Consultants are proposed as follows:
   a. Structural Engineering: Two (2) site visits.
   b. Mechanical Engineering: Two (2) site visits.
   c. Electrical Engineering: Two (2) site visits.

4. **Meetings:** The Architect will attend all site O/A/C progress meetings with the Contractor and Owner during construction.
5. **Record Documents:** Preparation of record documents upon the completion of construction of this project.

All construction documents prepared for this project shall be generated with our in-house Computer-Aided Design and Drafting (CAD) systems, using AutoCAD Version 2019 and/or Revit 2019 software.

**Assumptions**

1. All site planning, use and design approvals, and other required entitlements such as plats, right-of-way and easement dedications, are in place through the Town of Timnath.
2. The site is ready for development, with all required off-site improvements in place, including any required street and roadway improvements adjacent the site, utility extensions and stub-outs onto or adjacent to the site, and any off-site storm water discharge or infrastructure improvements.
3. The foundation and structural systems anticipated for this project assume concrete slab-on-grade construction. Post-tensioned concrete slabs or other structural ground level floor construction can be provided as Additional Services, if required by soils conditions.
4. Interior design services, including material specifications, selection and procurement of open-office systems, furnishings, fabrics, upholstery and moveable equipment shall be provided by the Owner. These services are available as Additional Services.
5. The project will not be designed or pursue LEED certification.
6. For purposes of this Proposal, it is assumed that certain component systems will be design/build by the selected Subcontractor or Fabricator, based upon design criteria and performance specifications provided by the consulting engineers. Depending upon the final design, systems may include, but are not limited to:
   a. Engineered screw pile foundations.
   b. Micropile foundations.
   c. Pre-engineered steel building systems.
7. Document preparation and applications for building permits or other construction permit applications shall be provided by the Owner and/or Contractor.
8. Printing and copying of bid documents, and distribution to Contractors for bidding will be provided by the Owner; we will furnish PDF files of our original drawings and the appropriate technical specification sections.

**Work Not Included**

1. Planning, landscape architecture and other related services for taking the project through the Planned Unit Development or other site plan approval process with the Town of Timnath, including public hearings for the Planning and Zoning Commission and/or City Council.
2. Platting of new lot boundaries, or dedication of new rights-of-way or easements. We assume that a properly platted lot with all required rights-of-way and easements will be provided by others as a part of the P.D.P. phase approval.
3. Submittal and compliance with development permitting requirements of outside agencies, including Environmental Protection Agency (EPA), Colorado Department of Transportation (CDOT), Colorado Division of Wildlife, Division of Natural Resources, etc.
4. Documentation, certification and notice requirements related to subsurface mineral estate rights that may exist beneath the surface rights held by the Owner.
5. Landscape architecture and lawn irrigation design and engineering.
6. Civil engineering design for on-site improvements, including street and parking lot improvements, grading and drainage, utility extensions or oversizing, off-site conveyance of stormwater runoff, drainage reports and erosion control reports.
7. Civil engineering design for off-site improvements, including street improvements, grading and drainage, utility extensions or oversizing, off-site conveyance of stormwater runoff, drainage reports and erosion control reports, beyond the limits of the project site described under Project Description above.
8. Fire sprinkler system design, engineering and flow calculations. This system will be design/build by the selected Subcontractor, based upon a performance specification provided by the Mechanical Engineer.
9. Design of public safety communication systems to provide emergency responder radio coverage. This system will be design/build by the selected Subcontractor, if existing signal strength is found to be deficient.
10. LEED Consulting during design and construction, including energy modeling, daylighting analysis, commissioning, coordination with selected Contractor, and documentation and submittal services for the LEED certification process. See Additional Services.
11. Commissioning, or redesign of mechanical or electrical systems as a result of the commissioning process, including meetings or communications with the CxA. This can be provided on an hourly basis, as required.
12. Perspectives, renderings, models or other presentation documents. See Additional Services.
13. Specialty consultants for audio/visual and/or data/video/telecommunications or security systems shall be provided as Additional Services, and are not a part of the Scope of Basic Services.
14. Project or building inspection services as required by Chapter 17 of the International Building code (IBC), current edition.
15. Preparation of record documents upon completion of construction of the project.
16. Preparation of a Final Drainage Certificate, ALTA survey or other documentation to certify as-built grading and drainage improvements.

Owner-Provided Information
1. Site survey, provided by a licensed, professional surveyor, indicating topography, property boundaries, easements, rights-of-way, off-site and on-site utilities, existing improvements, trees and vegetation, provided in CAD disk format AutoCAD Version 2019.
2. Soils Investigation Report and other appropriate information for foundation design, pavement designs and underslab or perimeter drainage systems. Soil borings shall extend to bedrock.
3. Engineering construction drawings of all off-site improvements, including grading, drainage and detention facilities, utilities and street improvements, provided by separate contract.
4. Landscape architecture and site irrigation system construction drawings, provided by separate contract.
5. Asbestos or other hazardous material discovery, testing and abatement.
6. As-builts of the existing site irrigation, fire sprinkler and fire alarm systems, originally designed and installed by Subcontractors.
7. Copies of all standard specifications for materials, equipment and fixtures to be incorporated into the project design used by the Town of Timnath including material cut sheets and sources for sales and technical representatives, if available.
8. Town of Timnath application, development review and building permit fees.
9. Traffic impact, environmental and/or wildlife reports or studies, delineation of wetlands, mineral, oil and gas rights documentation, or other technical studies as may be required by the Town of Timnath.
10. Coordination with telephone, electric, natural gas, cable television or other independent utility and/or building services providers for infrastructure and equipment installation.
11. Base plan for improvements developed by the Engineer in AutoCAD Version 2019 format.
12. Coordination drawings and other information from the Civil Engineer and other consultants during design and construction document phases.
13. Owner shall provide, or contract separately for, special building inspections required by Chapter 17 of the IBC. These services are expressly excluded from this Proposal.

Consultants
aim2s proposes the following consultants for this project:

**Structural Engineering**
Weeks and Associates, Inc.
Gary Weeks, P.E.
4730 S. College Avenue, Suite 201
Fort Collins, CO 80525
(970) 225-2422

**Mechanical Engineering**
G2 Consulting Engineers
Greg Peterson, P.E.
1039 Main Street, Unit G
Windsor, CO 80550
(970) 460-7400
Electrical Engineering
G2 Consulting Engineers
Kate Hodgson, Project Manager
1039 Main Street, Unit G
Windsor, CO 80550
(970) 460-7400

Fees
alms and our team of Consultants propose to complete the project through the Construction Administration phase for a fixed design fee of $32,500.00, excluding reimbursable expenses. A breakdown of this fee by project phase is as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Development:</td>
<td>$8,750.00</td>
</tr>
<tr>
<td>Construction Documents:</td>
<td>$16,250.00</td>
</tr>
<tr>
<td>Bidding/Negotiation:</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Construction Administration:</td>
<td>$6,500.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$32,500.00</strong></td>
</tr>
</tbody>
</table>

A breakdown of this fee by design discipline is as follows:

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural:</td>
<td>$18,600.00</td>
</tr>
<tr>
<td>Structural Engineering:</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Mechanical and Electrical Engineering:</td>
<td>$9,400.00</td>
</tr>
<tr>
<td>Reimbursable Expenses:</td>
<td>$2,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$34,500.00</strong></td>
</tr>
</tbody>
</table>

Reimbursable Expenses
In addition to Basic Services, the following expenses in connection with this project shall be reimbursable at direct cost for in-office and consultant expenses, and 1.1x direct cost for out-of-office expenses:
1. Printing/scanning
2. Copying
3. Long distance telephone/FAX
4. Mileage and travel expenses
5. Postage
6. Federal Express/Express Mail and other delivery services
7. Photography or other miscellaneous expenses
8. Plotting of CAD-generated drawings
9. Consultant expenses

For purposes of this Proposal, Reimbursable Expenses are estimated not to exceed $2,000.00, which does not include printing and copying for bid/construction sets.

Additional Services
If the Owner requests additional services beyond those set forth in this Proposal, or for additional services as described elsewhere in this Proposal, such services shall be agreed to in writing between the Owner and the Architect and the fees adjusted accordingly per the following current hourly rates, subject to annual adjustment:

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consulting</td>
<td>$165/hour</td>
</tr>
<tr>
<td>Principal</td>
<td>$165/hour</td>
</tr>
<tr>
<td>Associate Principal</td>
<td>$130/hour</td>
</tr>
</tbody>
</table>
Sr. Project Manager/Architect: $125/hour  
Project Manager/Architect: $115/hour  
LEED AP Consulting: $110/hour  
Interior Designer: $95/hour  
Architectural Intern/CAD Technician 2: $85/hour  
Architectural Intern/CAD Technician 1: $75/hour  
Clerical/Administrative: $60/hour  

**Weeks and Associates Inc.**  
Principal Engineer: $130/hour  
Staff Engineer: $100-120/hour  
Administrative Staff: $45/hour  

**G2 Consulting Engineers**  
Principal: $150/hour  
Project Manager: $140/hour  
Mechanical Engineer: $115/hour  
Electrical Engineer: $115/hour  
Controls Engineer: $115/hour  
M/E/P Designer: $85/hour  
CAD/BIM Operator: $65/hour  

For purposes of this Proposal the following will be considered Additional Services:  
1. Development of multiple bid packages, or otherwise staggering the release of documents to Contractors.  
2. Fast-tracked construction schedules or other acceleration of the construction schedule requiring the release of construction documents to Contractors prior to the completion of all documents.  
3. Redesign that may be required by City review, if review comments or requirements are different than those received at the Conceptual Review meeting, and/or neighborhood opposition of this project.  
4. For purposes of this Proposal, it is assumed that construction of all site structures will occur simultaneously, so that Construction Administration phase services including field observations will be performed concurrently. Additional shop drawing and submittal reviews, field observations or other services required by staggering of construction sequencing or other delays beyond the control of the Architect shall be considered Additional Services.  

**Schedule**  
Scope of Basic Services for this project will be performed in accordance with the following schedule, assuming return of the signed Proposal and notice to proceed from the Owner by April 24, 2019.  
1. Design Development Phase: Four (4) weeks, complete by May 24, 2019.  
2. Construction Documents Phase: Four (4) weeks, complete by July 1, 2019.  
3. Bidding/Negotiation Phase: As required by the proposed bidding/construction schedule.  
4. Construction Administration Phase: As required by the proposed bidding/construction schedule.  

For purposes of this Proposal, these phases of the Basic Services will allow for Owner review and approval periods of one (1) week between each design phase of work.  

**Budget**  
**almgs** understands that a budget still to be determined will be established for this project, including design and engineering fees and all Town of Timnath building permit and development fees, but excluding the cost of land.  

The Owner and/or preselected Contractor shall maintain an adequate contingency in the project budget to cover unforeseen site conditions, changes in the work, etc. Refer to Standard Contractual Terms and Conditions.
Standard Contract Terms and Conditions
All terms of this Proposal shall be in accordance with Town of Timnath standard contract.

alm²s is dedicated to providing quality professional service and creative design solutions. We look forward to the opportunity of working with you on Timnath Public Works Addition. Give us a call if you have any questions concerning this Proposal. If acceptable to you, please sign below and return it to our office. We will schedule our work to begin upon receipt of the signed Proposal.

This Proposal is valid for a period of 60 days. Thank you for your interest and consideration.

Sincerely,

alm²s

[Signature]

Shaun J. Moscrip, AIA

Accepted this ___ day of April, 2019

By [Signature]

April Getchius, Town Manager
EXHIBIT B
Contractor’s Completed W-9
Request for Taxpayer Identification Number and Certification

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Part II

Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number and I am waiting for a number to be issued to me; and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (definition below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
EXHIBIT C
INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 12 of the Agreement.

1. Standard Worker’s Compensation and Employer’s Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.

2. Commercial General Liability Insurance with minimum limits of liability of not less than $1,000,000 per occurrence for bodily injury and property damage liability; $2,000,000 designated location, general aggregate. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
   a. premises operations;
   b. personal injury liability without employment exclusion;
   c. blanket contractual;
   d. broad form property damages, including completed operations;
   e. medical payments;
   f. products and completed operations;
   g. independent consultants coverage;
   h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

   This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than $1,000,000 combined single limit bodily injury and property damage. This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the Town covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the Town. Such bond shall protect the Town against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the Town. Said bond shall be in an amount as determined by the Town, from a surety acceptable to the Town.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

6. Professional liability insurance in the amount of $1,000,000.00 each occurrence.
EXHIBIT C-1
CERTIFICATE(S) OF INSURANCE
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGLIGENTLY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Brown & Brown Inc  
4532 Boardwalk Dr, Suite 200  
Fort Collins, CO 80525  
Kären E. Siwek, CPA

**CONTACT**
Kären E. Siwek, CPA  
PHONE: 970-482-7747  
FAX: 970-484-4165  
EMAIL: ksiwek@bbcolorado.com

**INSURED**
alm2g  
712 Whalers Way, Ste. B-100  
Fort Collins, CO 80525

**INSURER A:** Pinnacol Assurance Company  
INSURER B: Westfield Insurance Company  
INSURER C: Admiral Insurance Company

**COVERAGES**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**
Town Of Timnath  
4800 Goodman Street  
Timnath, CO 80547

**AUTHORIZED REPRESENTATIVE**
Kären E. Siwek, CPA

**ACORD 25 (2016/03)**  
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When required by written contract the following applies:

Blanket Additional Insured BP 0451
Primary and Non-Contributory BP 1488
Blanket Waiver of Subrogation BP 0497
Additional Insured - State or Governmental Agency or Subdivision or
Political Subdivision - Permits or Authorization Relating to Premises
BP 0407
Blanket Additional Insured - Owners, Lessees or Contractors with
Additional Insured Requirements for Parties in Construction Contract -
BP 0451

Automobile -
Blanket Additional Insured CA 7078
Blanket Waiver of Subrogation CA 0444

Umbrella - Following Form

Workers Compensation - Blanket Waiver of Subrogation 359-B