



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Board of Trustees
FROM: Zach Higgins, AICP Community Development Director
DATE: August 13, 2024
SUBJECT: Main Street Streetscape Construction Administration Contract, Resolution 24R34

SUMMARY

Staff is seeking the approval of Resolution 24R34, the Professional Services Agreement with CORE Engineering for the Main Street Streetscape Construction Administration. The Town of Elizabeth intends to enter into a contract for construction of the Main Street Streetscape on 08/13/2024 with Triple M Construction. The Construction Administration process will involve providing review of RFIs, weekly site visits, and some other general assistance through construction. The full Scope of Services, Budget, and Timeline can be found in Exhibit A. The Schedule of Rates is outlined in Exhibit B.

Construction is expected to commence in September of 2024. CORE estimates the construction to take six (6) months to complete both phases of the project. The Budget is noted as Time and Materials Not to Exceed (TME – NTE) \$30,000.

STAFF RECOMMENDATION

Staff recommends the approval of Resolution 24R34, the PSA with CORE Engineering to complete the Main Street Streetscape Construction Administration.

ATTACHMENT(S)

Resolution 24R34
CORE PSA

RESOLUTION 24R34

A RESOLUTION APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN AND CORE CONSULTANTS, INC. FOR THE CONSTRUCTION ADMINISTRATION OF THE MAIN STREET STREETScape/WIDENING PROJECT

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

Section 1. The Professional Services Agreement between the Town and CORE Consultants, Inc. for the construction administration of the Main Street Streetscape/Widening Project, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized to execute same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Tammy Payne, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 13th day of August, 2024, by and between the Town of Elizabeth, State of Colorado (hereinafter referred to as the "Town") and CORE Consultants, Inc. (hereinafter referred to as "Consultant").

RECITALS:

- A. The Town requires professional services.
- B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the Town, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the Town upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. The contract term is through December 31, 2026. The Town may provide Contractor with seven (7) days' advance written notice of termination at any time pursuant to the terms of the Original Agreement. Except as may be changed in writing by the Town,

the Project shall be complete and Consultant shall furnish the Town the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall 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, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the Town, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any subconsultant of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subconsultant of Consultant. Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, or at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with, any such liability, claims, or demands. Consultant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the Town, its officers, or its employees, the Town shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the Town, its officers, or employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to paragraph A. above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX. Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars

(\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. 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, products, and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
4. The policy required by paragraph 2. above shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the Town shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Town of Elizabeth
Box 159
151 S. Banner Street
Elizabeth, Colorado 80107

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of 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 Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

7. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

XI. WORKERS WITHOUT AUTHORIZATION.

a. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization and that Consultant has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any workers without authorization.

b. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or
2. Enter into a contract with a subconsultant that fails to certify to Consultant that the subconsultant shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

c. Verification.

1. Consultant has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Consultant does not employ any workers without authorization and, if Consultant is not accepted into the basic pilot program prior to entering into this Agreement, that Consultant shall apply to participate in the basic pilot program every three (3) months until Consultant is accepted or this Agreement has been completed, whichever is earlier.
2. Consultant shall not use basic pilot program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with a worker without authorization, Consultant shall:

i. Notify the subconsultant and the Town within three (3) days that Consultant has actual knowledge that the subconsultant is employing or contracting with a worker without authorization; and

ii. Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subconsultant does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the contract with the subconsultant if during such three (3) days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with a worker without authorization.

d. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

XII. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XIII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

XIV. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

XV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Elbert, State of Colorado.

XVI. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

XVII. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The Town: Town of Elizabeth
 151 S. Banner Street
 Box 159
 Elizabeth, Colorado 80107

Consultant: CORE Consultants, Inc.
3473 South Broadway
Englewood, CO 80113

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

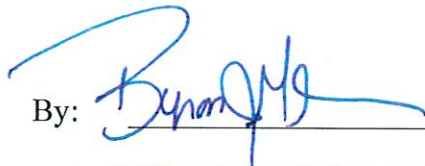
TOWN OF ELIZABETH, COLORADO

By: _____
Tammy Payne, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

CONSULTANT

By:  _____
DIRECTOR OF ENGINEERING 8/1/24
Title Date

ATTEST:

Title Date

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made as of 7/15/2024, by and between CORE Consultants, Inc., a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE") and Town of Elizabeth ("Client"; CORE and Client are sometimes referred to as the "Parties") contains the following Attachments that are incorporated into and made part of this Agreement:

- Exhibit A – Service Authorization
- Exhibit B – Schedule of Rates
- Exhibit C – Terms and Conditions
- Exhibit D – Schedule of Insurance

When this Agreement and one or more Service Authorizations are executed, they combine to become a single agreement with respect to the professional services to be provided by CORE, fully incorporating Exhibits B, C, and D therein. This Agreement is binding upon the Parties, their successors, and assigns. Client understands the terms and conditions set forth and willingly enters into this Agreement. The terms of this Agreement shall also cover all services performed by CORE for Client, prior to the execution of the Agreement, if any.

The Parties agree as follows:

SCOPE OF SERVICES

The Scope of Services under this Agreement is as defined in any and all fully executed Service Authorizations.

COMPENSATION

Compensation for the services provided under this Agreement is as defined in any and all fully executed Service Authorizations.

CORE's Schedule of Rates is attached as Exhibit B.

TERMS AND CONDITIONS

The terms and conditions of this Agreement are as set forth in Exhibit C and are incorporated herein as if contained directly in this Agreement.

LIMITATIONS OF PROFESSIONAL SERVICES

Services not specifically identified in any Service Authorization are excluded from this Agreement. However, deviation from the Scope of Service, whether client-driven or through agency review, will be justification for amendments to any applicable Service Authorizations.

INSURANCE

CORE is insured pursuant to the Schedule of Insurance attached hereto as Exhibit D.

CORE: CORE Consultants, Inc.

Client: Town of Elizabeth

CORE Signature 1: 	Signature:
Title: Principal	Title:
Date: 8/1/24	
Email: dforbes@liveyourcore.com	Date:
CORE Signature 2: 	
Title: Director of Engineering	Email:
Date: 8/1/24	
Email: bglenn@liveyourcore.com	
Address: 3473 South Broadway	Address:
Englewood, CO 80113	
Phone: 303.703.4444	Phone:

EXHIBIT A

SERVICE AUTHORIZATION

Service Authorization No. 1
CORE Project No. 10-010-080 (the "Project").

This Exhibit A, Service Authorization, executed by and between CORE Consultants, Inc., a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE"), and Town of Elizabeth, ("Client"; CORE and Client, the "Parties"), shall become incorporated into and be part of that certain Professional Service Agreement between the Parties, dated 7/15/2024 (the "Agreement").

This Service Authorization identifies the Scope of Services, Assumptions and Clarifications, Exclusions, Client Responsibilities, and Compensation related to Services to be provided by CORE for the Project.

SCOPE OF SERVICES

Based on the following Scope of Services and fee, the Town of Elizabeth has requested Construction Administrative services for both Phase 1 and Phase 2, to help the Town effectively manage the construction of the Main Street Streetscape project. This Scope of Work includes the following items:

1. Construction Administration

- 1.1. Provide the review of any request for information (RFI) submitted by the selected contractor which may include the following:
 - Clarification of design elements,
 - Material submittals,
 - Value engineering requests,
 - Material substitution requests
 - General design questions

We anticipate **no more than twenty (20)** RFI's. Anticipated response times for RFI reviews will be within five (5) days.

- 1.2. CORE Consultants will provide weekly site visits to help the Town with construction compliance and to address any concerns as construction proceeds. We have assumed a **six (6) month construction time** frame for the two (2) phases of work and a total of **five (5) hours for each visit**, including travel and summary report.

- 1.3. CORE Consultants recommends that a representative be present on site during the initial pavement saw cutting for removal to inspect the current lateral jointing pattern and to direct the contractor's cutting placement as needed to help maintain the design intent and to avoid excess material removal that may result in a change order request. We estimate **two, one eight (8) hour days** to walk the site with the contractor. This includes

both phases of work.

ASSUMPTIONS AND CLARIFICATIONS

The following Assumptions and Clarifications are provided relative to the Scope of Services, Compensation, and Schedule herein:

1. The proposed fee is valid for 30 days. Beyond that, pricing will require review/revision by CORE.
2. This Agreement and all contents expressed herein are confidential and cannot be disclosed to parties outside of CORE and Client without the specific written permission of CORE.
3. The fee and Scope of Services are based on the contractor's work schedule and needs. Any work extending beyond the schedule indicated due to revisions directed by Client is not included.
4. RFI's will be addressed within five (5) working days.
5. If the Scope of Services is increased, the fee will also increase based on requirements dictated by the schedule and requirements.
6. CORE services will be provided with a standard of care similar to other professional service firms providing these services within the region.

SPECIFIC EXCLUSIONS

This Agreement specifically excludes the following items, and all items not listed in the Scope of Services presented herein:

1. CDOT permitting
2. Utility Service Coordination
3. Construction Observation/Inspection
4. Materials Testing
5. Monthly Contractor Pay Application Review
6. Contractor Change Order Requests
7. Assistance in any Contractor Claims

CLIENT RESPONSIBILITIES

The following items will be provided by Client:

1. Client shall cooperate with CORE in good faith, as necessary to allow CORE to perform the services defined in the Agreement.
2. Client shall provide CORE with information and criteria of Client's requirements for the Project. Please provide 24-hour notice for requested field visit.
3. Client shall provide access to the Project site as necessary for CORE's performance of the Scope of Services.
4. Client shall examine and respond promptly to CORE's submissions to Client.
5. Client shall consult with CORE on a regular basis concerning the timeliness, cost, and adequacy of services as the service progress, and promptly furnish to CORE written notice of any noncompliance with the terms of the Agreement.

COMPENSATION

The Scope of Services provided herein will be provided on a Time and Materials Not to Exceed Estimate Not to Exceed dollar value as outlined below without Town authorization ("TME-NTE") basis. Each Scope of Services item is noted as TME-NTE.

Item	Item Description	Fee	Type
1	Construction Administration	\$30,000	TME NTE
	Total	\$30,000	

All TME NTE items will be invoiced pursuant to the Terms and Conditions and at the Schedule of Rates, both as in effect at the time services are rendered and expenses incurred.

Additional site mobilizations will also incur mileage reimbursement costs, when separate travel is required, based on current IRS allowable rates.

SCHEDULE

Schedule will be dependent on contractors' construction schedule and RFI needs.

CORE is hereby authorized by Client to proceed with the Scope of Services as set forth herein.

CORE Consultants, Inc.

Client: Town of Elizabeth

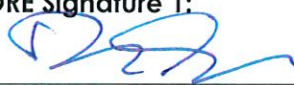
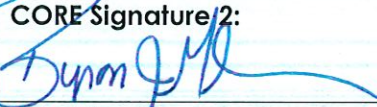
CORE Signature 1: 	Signature:
Title: Principal	Title:
Date: 8/1/24	Date:
Email: dforbes@liveyourcore.com	Date:
CORE Signature 2: 	Date:
Title: Director of Engineering	Email:
Date: 8/1/24	Email:
Email: bglenn@liveyourcore.com	Email:
Address: 3473 South Broadway Englewood, CO 80113	Address:
Phone: 303.703.4444	Phone:

EXHIBIT B - 2024 SCHEDULE OF RATES

(HOURLY)

Effective as of February 6, 2023

This Exhibit B, 2024 Schedule of Rates, is subject to change at any time.

MANAGEMENT

Principal	\$230 - \$260
Market Sector Leader	\$220 - \$260
Team Leader	\$205 - \$240
Project Manager	\$170 - \$215

ENGINEERING

Project Engineer	\$155 - \$190
Engineer	\$120 - \$140
Engineer Intern	\$75 - \$85

LAND SURVEYING

Project Surveyor	\$130 - \$170
Survey Technician	\$80 - \$130
Party Chief	\$105 - \$115
Instrument Operator	\$95 - \$100
Survey Intern	\$75
One-Person Survey Crew	\$145
Two-Person Survey Crew	\$190

CAD/GIS

CAD Designer	\$120 - \$160
CAD Technician	\$90 - \$130

LITIGATION SUPPORT

Expert Witness/ Deposition	\$350
----------------------------	-------

ADMINISTRATION

Administrative Assistant	\$85 - \$100
Project Accountant	\$120
Project Administrator	\$150
Project Executive	\$200

REIMBURSABLE EXPENSES

Vehicle Mileage	Current IRS rate
Travel Expense	cost + 15%
Postage/Shipping/Courier	cost + 15%
Survey Supplies	cost + 15%
Large Format Printing	B&W \$2.50/sf Color \$3.00/sf Mylar \$3.00/sf

Direct reimbursable expenses such as travel expenses, meals and lodging, postage and shipping, reproduction, document, and special equipment purchases, and sub-consultants shall be billed at cost plus 15%. Any application, permit, submittal, review, and recording/filing fees shall be paid directly by the client.

EXHIBIT C

TERMS AND CONDITIONS

Effective Date July 15, 2024

This Exhibit C, Terms and Conditions, is hereby incorporated into that certain Professional Service Agreement, executed by and between CORE Consultants, Inc. a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE") and Town of Elizabeth ("Client"; CORE and Client, individually, a "Party", and collectively, the "Parties"), and dated 7/15/2024 (the "Agreement").

These Terms and Conditions may be updated by CORE from time to time; however, such updated Terms and Conditions shall not apply to any previously executed Professional Service Agreement unless and until signed by Client under such previously executed Professional Service Agreement. **These Terms and Conditions are in addition to the Town of Elizabeth's Agreement for Professional Services, and where a contradiction in terms occurs, the Town's agreement will supersede this Exhibit C.**

1. Standard of Care

- 1.1. All services provided by CORE under the Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in this geographic area.
- 1.2. If due to CORE's negligence, a required item or component of the Project is omitted from CORE's designs, drawings, reports, calculations, specifications, electronic data, and similar services and deliverables, in either electronic or hard copy form (any such documents or instruments, "Instruments of Service"), CORE shall be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Instruments of Service provided that such item or component was not omitted based on the failure of Client or its affiliates to provide CORE with appropriate information, specifications or data. However, CORE shall be compensated for the cost required to add such item or component to the extent that such item or component provides betterment or upgrades or enhances the value of the project that was not originally incorporated into the specifications or directions provided to CORE by Client.

2. Subcontractors

CORE shall not subcontract any part of its services under the Agreement without first providing notice to Client. Client consents to any subcontractor or subconsultant listed in the Scope of Services on Exhibit A. CORE shall obligate any subcontractor to agree to comply with all applicable provisions of the Agreement. Nothing contained in any subcontract shall create a contractual relationship between Client and any such subcontractor.

3. Reuse of Documents

- 3.1. Client acknowledges the Instruments of Service are for use solely on the Project. CORE and its subconsultants, as authors and owners of their respective Instruments of Service, retain all common law, statutory, and other reserved rights, including copyrights. Distribution of Instruments of Service for regulatory or other Project purposes is not a publication in derogation of the reserved rights.
- 3.2. Upon execution of the Agreement and so long as Client is not in default of its obligations to CORE, CORE grants Client a nonexclusive license to reproduce all finished Instruments of Service prepared by CORE solely for use on the Project (the "License"), subject to the following: (a) if Client is in default of the Agreement, including instances where CORE terminates the Agreement for nonpayment, the License is terminated without the necessity of further action on the part of the Parties; (b) if Client terminates the Agreement for CORE's default (or for Client's convenience and Client is not in default of its obligations to CORE), the License is terminated without the necessity of further action on the part of the Parties and is replaced by a nonexclusive license, permitting Client, subject to the other provisions of the Agreement and this Exhibit C, to authorize properly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for purpose of completing, using, and maintaining the Project. CORE shall be awarded damages for Client's use of the Instruments of Service if it is later determined by an authority with competent jurisdiction that CORE was not in default. CORE retains the right to use, sell, and/or modify any databases developed and/or modified in performing its services.
- 3.3. The licenses granted are not assignable without CORE's prior written consent, and no license or right is granted or implied under the Agreement, except as provided above. Use of Instruments of Service after termination of the Agreement or upon suspension or completion of the Project is at Client's risk and without liability to CORE, and Client agrees to indemnify, defend, and hold CORE harmless from any and all claims, damages, losses, liabilities, and expenses, including attorney fees and expert and consulting fees, arising out of or resulting from such use.

4. Excluded Services

Services not expressly identified in writing in any applicable Service Authorization are excluded from the Scope of Services. Client expressly agrees that CORE has no responsibility to perform such services.

5. Additional Services

Client and CORE agree that there may be circumstances beyond their control, which are unforeseen and that may arise during the Project. These circumstances may require changes to the Scope of Services and Compensation. The additional services shall be invoiced per the terms of any applicable Service Authorization.

6. Construction Phase Services

These services as provided for in the Exhibit A-Scope of Services will be for construction administration purposes only as defined in the Scope of Work.

7. Invoicing

7.1 CORE invoices on a time and materials not to exceed estimate ("TME NTE") basis, which basis may be set forth in the applicable Service Authorization. TME items are invoiced pursuant to the Schedule of Rates in effect at the time services are rendered and expenses incurred. Overtime for non-exempt employees will be billed at 1.5 times their normal rate for time over 40 hours weekly. Changes to the Scope of Services and compensation shall be identified in a Service Authorization, submitted in writing to Client, and commenced only upon a fully executed Service Authorization. TME NTE fee estimates shall not be exceeded without a fully executed amendment to the Service Authorization by the Town.

7.2 Reimbursable expenses shall be charged and invoiced at 1.15 times the direct out-of-pocket expense. These reimbursable expenses include but are not limited to, application, processing, review, recording, and permit fees, reasonable travel costs, communication costs, equipment and meeting room rentals, sub-consultant fees, reproduction costs, and delivery and shipping fees.

7.3 Invoicing is performed monthly with payment due net 30 days from the date of invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month. Collection charges, including attorney's fees and court costs, are payable by Client in the event of late payment. Final payment is required prior to release of any signed and stamped drawings, reports, or the delivery of any final Instruments of Service.

7.5 Any fee estimate provided is based upon our understanding of the Project at the time that the Scope of Services is provided. The fee estimate is also based upon a standard performance schedule for such services. Compressed schedules will increase the fee estimate. Unforeseen conditions or necessary revisions may require CORE to modify the original Scope of Services and obtain approval from Client prior to proceeding with the modified scope via a Service Authorization amendment.

8. Insurance

During the term of the Agreement, CORE shall maintain the level of insurance protection as is set forth in Exhibit D.

9. Limitations

9.1. CORE agrees to indemnify and save Client harmless from any loss, cost, or expense, including reasonable attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of CORE in connection with the Project. Client agrees to indemnify and save CORE harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Client in connection with the Project. If the negligence of both CORE and Client is the cause of such damage or

injury, the loss, cost, or expense shall be shared between CORE and Client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion.

- 9.2. It is intended that the performance of CORE's services shall not subject the personnel of the Parties, including employees, officers, directors, members, managers, and shareholders (collectively, "Personnel"), to any personal legal exposure for any risk associated with the Project. The Parties agree that any claim, demand, or suit shall be made only against a Party and not against any of its Personnel.
- 9.3. Client and CORE agree that notwithstanding any other provision in the Agreement to the contrary (including any other provision with the same or similar limiting language), to the fullest extent permitted by law: (a) the total liability in the aggregate, of CORE and its Personnel, agents and independent contractors, and any of them, to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever (including, without limitation; indemnity obligations, contract damages, attorney's fees and expert witness fees) arising out of or in any way related to CORE's services, the Project, or the Agreement, from any cause or causes whatsoever and regardless of the legal theory asserted (including, without limitation, negligence, errors, omissions, strict liability, misrepresentation, breach of contract or warranty of CORE or its Personnel, agents and independent contractors, or any of them), shall not exceed the total compensation received by CORE under the Agreement, and if separate tasks are issued by separate Service Authorizations, then the total compensation received by CORE for a specific service on a specific project at a specific location; (b) the Parties waive claims against each other: (i) for incidental, special, indirect, punitive or consequential damages arising out of or relating to the Agreement, and CORE shall not be liable for any cost or expense that provides betterment, upgrade or enhancement of the Project; and (ii) against the subcontractors, subconsultants and employees of the other for damages to the extent that the damages sustained by either CORE or Client are covered by property insurance or general business insurance.
- 9.4. The mutual waiver of consequential damages under Section 9.3(b) above shall include but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either Party may have incurred from any cause of action including negligence, strict liability breach of contract, and breach of strict or implied warranty. The Parties shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
- 9.5. The provisions of this Section 9 shall survive expiration or termination of the Agreement and shall apply to all services provided to Client by CORE, whether within or not within the Scope of Services of the Agreement, except as the Parties may otherwise provide in signed writing making specific reference to this Section 9.

10. Unauthorized Changes to Instruments of Service

In the event Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes to any Instruments of Service prepared by CORE without obtaining CORE's prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against CORE and to release CORE from any liability arising directly or indirectly from such damages. Client agrees to the fullest extent permitted by law, to indemnify and hold harmless CORE from any damages, liabilities, or costs, including reasonable attorney's fees and costs of defense, arising from such changes. In addition, Client agrees to include in any contracts for construction appropriate language that prohibits the contractor or any subcontractors of any tier from making any changes or modifications to CORE's Instruments of Service without the prior written approval of CORE, and that further requires the Contractor to indemnify both CORE and Client from any liability or cost arising from such changes made without such proper authorization.

11. Changes to Scope of Services, Suspension

- 11.1. Additional Service Authorizations must be executed prior to commencing any and all additional services. Additional service requests from Client must include a comment period, commencement date, expected completion date, and any special conditions. If changes or additions cause an increase or decrease in the services provided under the Agreement, CORE and Client shall memorialize such changes or additions to the services provided by completing and executing a Service Authorization form.
- 11.2. Client may, upon providing written notice to CORE, suspend further performance of CORE's services. In such case, CORE will promptly suspend its performance upon receiving said notice. During such period of suspension, CORE shall care for and protect its services in progress for a period not to exceed 90 days, consecutively or in the aggregate. Client shall pay for any additional costs and fees incurred by CORE as a result of the suspension of Services. If Client chooses to withdraw a suspension as to all or part of suspended services, it must do so by providing written notice to CORE, specifying the effective date of such withdrawal. After receiving such written notice to withdraw such suspension, if CORE elects to proceed, CORE may resume performance of the services for which the suspension was withdrawn within a reasonable amount of time of such notice of withdrawal.
- 11.3. Appropriate adjustments shall be made to CORE's compensation and any scheduling or deliverable dates justified by the suspension or withdrawal of suspension, and the Agreement shall be modified in writing accordingly.

12. Termination

- 12.1. Client may terminate the Agreement for Client's convenience and without cause upon giving CORE not less than seven calendar days' written notice of the same.
- 12.2. Either Party may terminate the Agreement for cause upon giving the other Party not less than seven calendar days' written notice for any of the following reasons;

- (a) Substantial failure by the other Party to perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the Project by either Party to any other entity without the prior written consent of the other Party;
- (c) Suspension of the Project or the Consultant's services by Client for more than 90 calendar days, consecutive or in the aggregate;
- (d) Material changes in the conditions under which the Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the Parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

12.3. In the event of termination of the Agreement by either Party, Client shall within 15 calendar days of termination pay CORE for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

12.4. In the event of any termination that is not the fault of CORE, Client shall pay CORE, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by CORE in connection with the orderly termination of the Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expense directly resulting from the termination.

13. Governing Law and Venue

All questions as to the interpretation or enforceability of the Agreement shall be interpreted in accordance with the laws of the State of Colorado. In the event of any litigation involving the Agreement or the performance by the Parties thereto, such actions shall be brought in a court of competent jurisdiction in the State of Colorado.

14. Statutes of Limitation and Repose

All legal causes of action between the Parties of the Agreement shall accrue, and any applicable statutes of repose or limitation shall begin to run, no later than the date of Substantial Completion. In no event shall any statute of repose or limitation begin to run any later than the date CORE's services are completed or terminated.

15. Entire Agreement

The Agreement constitutes the entire agreement between the Parties with respect to the Scope of Services and supersedes all prior negotiations, representations, or agreements relating thereto, written, or oral. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of the Agreement shall be effective unless in writing, executed by CORE and Client.

16. Third-Party Beneficiaries

Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or CORE. CORE's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against CORE because of the Agreement or the performance or nonperformance of services hereunder. The Parties agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

17. Severability and Waiver

If any portion of the Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of the Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of the Agreement shall be deemed not to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision.

18. Mediation

18.1. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Parties agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation.

18.2. The Parties further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

19. Assignment

Client shall not assign the Agreement or any part thereof without the prior written consent of CORE, nor shall Client assign any moneys due or to become due to it hereunder without the written consent of CORE. Any such assignment or subcontract shall be null and void.

20. Force Majeure

Except for the payment of money for services already completed, each Party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, without limitation, strikes, lockouts, or other industrial disturbances, civil disturbances, fires, acts of God, pandemics, acts of a public enemy, compliance with any regulations, orders or requirements of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

21. Notices

All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses, and to the attention of the persons, noted in the Agreement. Any such notices shall be either: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. Mail; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier; (iii) sent by personal delivery, or (iv) sent by email with read/receipt required and shall be deemed delivered upon receipt to the sending party of the acknowledged read/receipt. The above addresses may be changed by written notice to the other Party, provided that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

22. Counterparts

The Agreement may be signed in counterparts and by electronic signature, which when taken together shall constitute one document.

EXHIBIT D

SCHEDULE OF INSURANCE

This Exhibit D, Schedule of Insurance, is hereby incorporated into that certain Professional Service Agreement, executed by and between CORE Consultants, Inc. a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE") and Town of Elizabeth ("Client"; CORE and Client, individually, a "Party", and collectively, the "Parties"), and dated 7/15/2024 (the "Agreement").

CORE shall maintain during the term of the Agreement insurance of the kinds and with the limits indicated below:

- Workers Compensation Insurance as required by statute, including Employers Liability, with limits of \$1,000,000 each accident; \$1,000,000 disease, policy limit; \$1,000,000 disease, each employee.
- Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Business Automobile Liability Insurance with limits of \$1,000,000 per occurrence, combined single limits (owned, hired & non-owned).
- Umbrella/Excess Liability Insurance with limits of \$5,000,000 per occurrence and aggregate.
- Professional Liability Practice Policy with limits of \$2,000,000 per claim and \$2,000,000 annual aggregate.

Certificate of insurance evidencing these coverages shall be submitted to Client at Client's request. The coverages are subject to the terms, exclusions, and conditions of the policies with the insurer's liability equivalent to CORE's under the Agreement, irrespective of the policy limits CORE will provide Client a 30-day advance written notice of cancellation. Failure to submit the certificates or endorsements, or failure of Client to insist upon submission shall not relieve CORE of its duty to maintain the required insurance.

Unless otherwise provided, Client shall maintain insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of Client, the owner, CORE, and any other beneficially interested person or entity, and shall insure against the perils of fire and extended coverage, and shall include insurance for loss or damage. If CORE is damaged by failure of Client to maintain such insurance and to so notify CORE, then Client shall bear all costs properly attributable thereto. Client shall require that all contractors of any tier on the Project obtain and maintain insurance with appropriate limits to cover the perils of their undertakings and the allocation of risk on the Project.