

Town of Palmer Lake, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____, 2026, by and between the Town of Palmer Lake, State of Colorado (hereinafter referred to as the "Town"), and GMS, Inc. Consulting Engineers (hereinafter referred to as "Consultant").

RECITALS:

A. The Town seeks professional services to serve as the Contract Town Engineer and perform the Services described in Exhibit A, attached hereto.

B. Consultant has the requisite expertise and experience to perform the required Services.

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

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the Services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Contract Town Engineer, which are described in **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 information regarding engineering items shall be disclosed by Consultant to third parties without consent of the Town Administrator or pursuant to a lawful court order directing such disclosure. Consultant is authorized by the Town to retain copies of such data and materials.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The Town acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the Town upon completion of the Services. Any reuse of the Consultant's documents is at the Town's own risk and requires the Consultant's authorization.

IV. COMPENSATION

A. In consideration for performing 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 personnel and other charges.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the 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 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 Administrator 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 rate of eight percent (8%) per annum compounded annually. 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 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.

E. Final payment shall be made within sixty (60) calendar days after the termination date of this Agreement.

V. COMMENCEMENT AND TERMINATION OF SERVICES

This Agreement is intended to have a general contract term of one (1) year, commencing on the date of approval by the Town Board of Trustees. To provide the necessary and continuous services to the Town, services may be performed under this Agreement outside the term, at the request of the Town and with acceptance by the Consultant, to bridge gaps of time at either end of this Agreement term. Termination shall be effective fourteen (14) calendar days after written notice by either party. 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 services 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 expiration, any use of documents by the Town thereafter shall be at the Town's sole risk.

VI. 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, as required by law.

B. The Services 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 services 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.

D. Approval by the Town of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the Services. 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.

VII. COMPLIANCE WITH LAW

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

VIII. INDEMNIFICATION

A. The Town cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. The Consultant shall indemnify and hold harmless the Town, its mayor and Town council, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant shall not be held liable or responsible for any other contracts, or actions arising from other contracts, entered into between the Town and other consultants, contractors, or their subcontractors. The Consultant is not obligated under this subparagraph to indemnify the Town for the negligent acts of the Town, its mayor or Town council, or any of its officials, officers, directors, agents and employees.

IX. 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 Section VIII, Indemnification, 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 VIII, 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 VIII, 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. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) - policy limit, and Five Hundred Thousand Dollars (\$500,000) - each employee.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) 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 One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
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, with the exception of Professional Liability and Worker's Compensation, 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 or terminated until at least thirty (30) days' prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Glen Smith, Interim Town Administrator
Town of Palmer Lake
42 Valley Crescent
P.O. Box 208
Palmer Lake, Colorado 80133

C. 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.

D. 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 One Hundred Fifty Thousand Dollars (\$150,000) per person and Six Hundred Thousand Dollars (\$600,000) 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.

X. NONASSIGNABILITY

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.

XI. 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.

XII. 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 El Paso, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services 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.

THE PARTIES HERETO UNDERSTAND THAT THE CONSULTANT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.

XIV. 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 obligations of this Agreement.

XV. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B are 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.

XVI. 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: Glen Smith, Interim Town Administrator
Town of Palmer Lake
42 Valley Crescent
P.O. Box 208
Palmer Lake, Colorado 80133

Copy to: Town Attorney
KROB LAW OFFICE, LLC
8400 E. Prentice Ave., Penthouse
Greenwood Village, CO 80111

EXHIBIT A TO AGREEMENT BETWEEN TOWN
AND CONSULTANT FOR PROFESSIONAL
SERVICES FOR ON-CALL ENGINEERING SERVICES

Description of Basic Engineering Services
and Related Matters

The Town engages the Consultant to perform professional services on an on-call/as-needed basis for engineering, consulting, Town planning, and development review services, hereinafter called the "Services."

1. The Consultant agrees to provide and perform certain professional services for the Town as follows:
 - a. Provide engineering, oversight, and planning services that may include, but are not limited to, surveying, engineering, calculations, review, specifications, reports, documentation, and on-site inspection services.
 - b. Provide engineering review, oversight, and planning review services, which may include, but are not limited to, reviewing drawings, submittal documents, specifications, reports, other documentation, and on-site inspection services.
 - c. Provide engineering review services that incorporate and include the Town's technical, regulatory, and design criteria requirements and associated documents.
 - d. Provide engineering design, regulatory assistance, preconstruction, construction inspection services, and Town meetings consultations, as requested by the Town.
 - e. Provide a financial review of utility funds for rate and tap review, including recommendations.
 - f. Attend planning, regulatory, developer meetings, preconstruction, construction, and Town meetings, as requested by the Town.
 - g. Provide correspondence, as agreed with the Town, to the regulating authority, Federal agency, State agency, and/or developer regarding the engineering and development matters including, but not limited to, associated terms, conditions, requested revisions, modifications to information and documentation, and review of information associated with the Services.
 - h. Provide written and telephonic consultations with the Town, the regulating authority, Federal agency, State agency, and/or developer, and their representatives, engineers, and staff regarding observations, comments, and recommendations for acceptance or requests for modifications to existing and proposed developments or land use actions and associated review.
 - i. Other services as agreed between the Town and the Consultant regarding matters for the Town of Palmer Lake's engineering needs.
 - j. Provide engineering services on a day-by-day basis to address Town staff questions, concerns, and provide direction, as required, for water, stormwater, and transportation related items for the Town.

EXHIBIT B TO AGREEMENT BETWEEN TOWN
AND CONSULTANT FOR PROFESSIONAL
SERVICES FOR ON-CALL ENGINEERING SERVICES

Description of Schedule of Charges for Engineering Services
and Related Matters

The Town agrees to pay the Consultant as compensation for its services as follows:

Invoices to the Town shall be hourly on the basis of the following unit rate schedule:

Principal	\$248.00
Senior Professional Engineer	\$216.00
Professional Engineer 2	\$192.00
Professional Engineer 1	\$171.00
Staff Engineer	\$155.00
Senior Design Technician	\$202.00
Professional Licensed Surveyor	\$175.00
Design Technician 2	\$159.00
Design Technician 1	\$131.00
Project Administrator	\$132.00
Senior Resident Project Representative	\$141.00
Resident Project Representative	\$123.00
Executive Assistant	\$115.00
Administrative Services	\$ 91.00
Reimbursable Expenses	Cost + 10%

The unit rates above will apply to services provided by the Consultant during calendar year 2026. A modified rate schedule will apply to services provided on January 1 of each subsequent calendar year and thereafter, as agreed with the Client.