

TOWN OF SUPERIOR
RESOLUTION NO. R-17
SERIES 2020

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
SUPERIOR APPROVING A SERVICES AGREEMENT WITH ABCx2,
LLC FOR AVIATION CONSULTANT SERVICES, PHASE II

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF
SUPERIOR, COLORADO, as follows:


Section 1. The Services Agreement between the Town and
ABCx2, LLC for Aviation Consultant Services, Phase II is hereby
approved in substantially the same form as attached hereto,
subject to final approval by the Town Attorney.

ADOPTED this 24th day of February, 2020.



Clint Folsom, Mayor

ATTEST



Phyllis L. Hardin

Phyllis L. Hardin, Town Clerk-Treasurer

**AN AGREEMENT BY AND BETWEEN
THE CITY OF LOUISVILLE, THE TOWN OF SUPERIOR,
AND ABCx2, LLC FOR CONSULTING SERVICES**

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this 24th day of February, 2020 (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation (“Louisville”), the **Town of Superior**, a Colorado municipal corporation (“Superior”, and together with Louisville, the “Municipalities”), and **ABCx2, LLC**, a Georgia limited liability company, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- 2.1 The Municipalities desire to engage the Consultant for the purpose of providing airport noise mitigation services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the Municipalities with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “B” and incorporated herein by reference.

4.0 COMPENSATION

- 4.1 The Municipalities shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit “B” attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit “B”. The Municipalities shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No employee of the Municipalities has the authority to bind the Municipalities with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Consultant shall submit monthly, an invoice to each of the Municipalities (Fifty percent (50%) of the total dollar amount shall be charged to each municipality respectively) for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Municipalities. The Consultant shall provide such additional backup documentation as may be required by the Municipalities. The Municipalities shall each pay their respective invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 Louisville shall be responsible for overseeing the Consultant's Services and administering the Agreement. Louisville designates Heather Balsler as the responsible staff member to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by Heather Balsler and such person's designees.
- 5.2 The Consultant designates Jason Schwartz as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly James Allerdice and Jason Schwartz, and such replacement require the Municipalities or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.]

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to December 31, 2022, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on February 10, 2020 and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with Louisville's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Municipalities within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Municipalities under this Agreement are subject to annual budgeting and appropriation by the Municipalities' respective governing bodies. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation by either of the Municipalities, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement 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. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Municipalities. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the Municipalities, their officers and employees, as additional insureds, with primary coverage as respects the Municipalities, their officers and employees, and shall contain a severability of interests provision.
 - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the Municipalities under this Agreement.
 - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the Louisville and Superior, and their elected and appointed officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Municipalities, their officers, or employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Municipalities. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to each of the Municipalities. The Municipalities reserve the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Municipalities may immediately terminate this Agreement, or upon mutual agreement by the Municipalities, the Municipalities 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 Municipalities shall be repaid by Consultant to the Municipalities upon demand, or the Municipalities may offset the cost of the premiums against any monies due to Consultant from the Municipalities.
- 7.5 The parties understand and agree that the Municipalities are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Municipalities, their officers, or employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Municipalities, and their elected and appointed officers and employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the Municipalities or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The Municipalities shall be entitled to their costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Municipalities.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of Louisville or Superior, and that:

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by either of the Municipalities.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the Municipalities.**
- 10.3. Consultant does not have the authority to act for either of the Municipalities, or to bind either of the Municipalities in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of either of the Municipalities.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The Municipalities will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the Municipalities.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the Municipalities.
- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the Municipalities' respective business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without each of the Municipalities' prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event any party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by any party for material breach or default of this Agreement by another party not caused by any action or omission of the terminating party by giving the other parties prior written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent any party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the Municipalities for their convenience and without cause of any nature by giving written notice to Consultant at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Municipalities to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent any party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Municipalities and their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Municipalities in performance of the Services are and shall remain the sole and exclusive property of the Municipalities. All such materials shall be promptly provided to the Municipalities upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Municipalities. Consultant shall not provide copies of any such material to any third party without the prior written consent of each of the Municipalities.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party(ies) shall be entitled to reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Municipalities; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit A, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to Louisville prior to Consultant's execution of this Agreement.
- 17.3 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of Louisville which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of Louisville, and that Louisville officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of Louisville's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to Louisville:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to Superior:

Town of Superior
Matt Magley Town Manager
124 E. Coal Creek Drive
Superior, Co 80027

If to the Consultant:

ABCx2, LLC
162 Brittany Ln.
Senoia, GA 30276
Ph: 678-485-0852

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Any party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 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 Municipalities and Consultant, 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 the Municipalities or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to Louisville for approval. The Municipalities will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: *Ashley Stolzmann*
Ashley Stolzmann, Mayor

CONSULTANT:
ABCx2, LLC, a Georgia LLC

By: *James K. Allerdice, Jr.*
James K. Allerdice, Jr.
Title: Managing Partner

Attest: *Meredith Muth*
Meredith Muth, City Clerk

TOWN OF SUPERIOR
a Colorado Municipal Corporation

By: *Clint Folsom*
Clint Folsom, Mayor



Meredith L. Hardin
Meredith L. Hardin, Town Clerk

Exhibit A

City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not 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 work under this Agreement.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, 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. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph 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 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

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


Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

ABCx2, LLC

By 
James K. Allerdice, Jr.

Title: Managing Partner

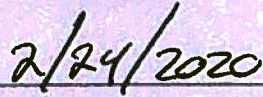

Date

Exhibit B – Scope of Services

Airport Noise Mitigation Project – Phase II Scope of Work

Task 1: Work with City/Town staff to provide subject matter expertise in prioritization of noise abatement recommendations & advocate for implementation through RMMA Noise Task Force

- a. Review action items for strategies described in Phase I recommendations as compiled by City/Town staff and ensure that details (i.e. cost, timeline, level of impact, approval process, next steps) are accurately captured.
- b. Attend prioritization workshop with Council/Board facilitated by City/Town staff and answer questions as subject matter experts.
- c. Continued participation on RMMA Noise Task Force, providing technical and subject matter expertise and advocating for City/Town priorities. Task 1 to include local attendance at one (1) Noise Task Force meeting and regularly calling into Noise Task Force meeting as part of Tasks 1 and 2.

Deliverables:

1. Includes 1 site visit
2. Attendance at Prioritization Workshop and review of City/Town materials prior to workshop
3. Advocacy/support at one (1) Noise Task Force meeting in-person and regularly calling into meetings as part of Tasks 1 and 2.
4. Briefing materials for RMMA Noise Task Force meeting
5. Monthly Status Reports and Summary Reports

Delivery Dates:

Deliverable 1-3 - To Be Determined

Deliverable 4 – Five (5) business days prior to schedule meeting

Deliverable 5 - Monthly Status Reports within 10 business days of last day of month.
Summary reports within 10 business days following each meeting.

Budget (Not to Exceed): \$6,000*

Task 2: Continue to develop relationships with RMMA industry/tenants with focus on efforts to promote voluntary compliance with noise mitigation measures (such as outreach campaign)

- a. Encourage industry awareness/training with focus on aircraft noise impacts and implementation of policies, practices and procedures in alignment with City/Town priorities.
- b. Develop outreach campaign to reach tenants, airport users, and other stakeholders that do not participate in task force to encourage compliance with voluntary measures.

NOTES:

- 1) Task 2 must be accomplished with the cooperation and approval of the RMMA Airport Management.
- 2) This task will include development of an outreach “campaign.” The campaign will include the following elements:
 - a. Identification of key stakeholder groups, organizations, and influencers
 - b. Identification of most effective communication channels
 - c. Identification of strategies for encouraging awareness and participation

Deliverables:

1. Includes 1 site visit
2. One meetings with Airport in-person included
3. One meeting with RMMA Task Force in-person
4. Summary Reports for each Task Force meeting
5. Outreach Campaign Strategy (Report)
6. Participation (via dial-in) for a minimum of 2 additional Noise Task Force meetings

Delivery Dates:

Deliverable 1,2,4 – To Be Determined

Deliverable 3 - Summary Reports within 10 business days following each meeting

Budget (Not to Exceed): \$16,000*

Travel (Not to Exceed): \$8,000 *(Two site visits included in existing scope)*

*** Travel & Travel Expenses:**

Travel to attend meetings, workshops, etc., must be approved in advance by the City and/or Town. When travel is required, Consultant will invoice a minimum of 5 hours (\$1,000) per person per day to the City/Town as appropriate. Both the Municipalities and the Consultant should make every effort to ensure meetings are scheduled so as to make the best use of the Municipalities' time and money.

Costs associated with travel will be invoiced in addition to the enumerated Tasks in Exhibit B and are not included in the Task budget(s). Consultant shall be entitled to invoice the City/Town, as appropriate, for the following out-of-pocket expenses, at Consultant's actual cost:

- Standard Economy Airfare (Refundable Rate)
- Hotel/Lodging (Up to 2-Nights)
- Ground Transportation/Rental Car (One (1) Car Rental per Trip)
- Meals and Incidental Expenses at the current GSA Per Diem Rate for the locality

Budget (Not to Exceed) \$2,000 per person per trip.

***Not to Exceed Amounts**

It is the intention of ABCx2 that this contract will be fulfilled on a Time & Materials basis, invoiced at a rate of \$200/hour Not to Exceed the amounts allocated to each task respectively. ABCx2 will endeavor to accomplish all the tasks within the approved budget, however, this contract should not be construed as being a Fixed Price contract in which all tasks are expected to be completed within the allotted budget. ABCx2 will endeavor to complete each task in a timely manner, efficiently and as fiscally responsible as possible. If a task is completed and we are under budget, the City/Town will not be charged the remainder of the budget. However, given the nature of the work to be performed, we cannot guarantee that all tasks and subtasks will be completed within the existing budget. Therefore, if/when ABCx2 approaches the allocated funds for each task, ABCx2 will provide the City/Town with a Status Report on the project and it will be the responsibility of the City/Town to determine whether additional funds will be allocated to a Task or the Task will be terminated.