

TOWN OF SUPERIOR
RESOLUTION NO. R-22
SERIES 2022

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING AN AGREEMENT WITH LEVEL ENGINEERING FOR MARSHALL FIRE INFRASTRUCTURE ASSESSMENT SERVICES

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

Section 1. The Agreement between the Town and Level Engineering for Marshall Fire Infrastructure Assessment Services is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney

ADOPTED this 14TH day of March, 2022.

ATTEST:


Patricia Leyva, Town Clerk




Clint Folsom, Mayor

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 14th day of March, 2022 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027, (the "Town"), and Level Engineering, an independent contractor with a principal place of business at 320 Cleveland Avenue, Loveland, CO 80537 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$451,000. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town

for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

B. Notwithstanding the maximum amount specified in this Section, Contractor shall be paid only for work performed at rates and terms set forth in **Exhibit B**. If Contractor completes the Scope of Services for less than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

C. After completing the assessment and analysis of rehabilitation options, the Town may elect to use Contractor for design, bidding and construction services associated with rehabilitation projects. Compensation for such additional services shall be as prescribed in **Exhibit C**.

IV. PROFESSIONAL RESPONSIBILITY

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

B. The Town's review, approval or acceptance of, or payment for any services shall not 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.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

A. Contractor 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 Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. WORKERS WITHOUT AUTHORIZATION

A. *Certification.* By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. *Prohibited Acts.* Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. *Verification.*

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

D. *Duty to Comply with Investigations.* Contractor 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 Contractor is complying with the terms of this Agreement.

E. *Affidavits.* If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. *Governing Law and 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 Boulder County, Colorado.

B. *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.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, 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 or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

XI. FEDERAL PROVISIONS

A. *General.* The Parties acknowledge that the Agreement is subject to the provisions of 2 C.F.R. Part 200 for projects funded in whole or in part by federal funds and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*) for projects resulting from Declared Presidential Disasters.

B. *Equal Employment Opportunity.*

1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include without limitation 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. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor shall send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Contractor shall furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of Contractor's noncompliance with this section, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. Contractor shall include these provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. *Davis-Bacon Act and the Copeland "Anti-Kickback" Act.* Contractor shall comply with 40 U.S.C. § 3141-3144 and 40 U.S.C. § 3146-3148, as supplemented by 29 C.F.R. Part 5. set forth below.

1. Minimum Wages.

a. All laborers and mechanics will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and *bona fide* fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under § 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics. Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and subcontractors at the work site in a prominent and accessible place where it can be easily seen by workers.

b. Contractor shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under this Agreement shall be classified in conformance with the wage determination. Contractor shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- ii. The classification is utilized in the area by the construction industry; and
- iii. The proposed wage rate, including any *bona fide* fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

c. If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and Contractor agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by Contractor to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise Contractor, or notify Contractor that additional time is necessary.

2. If Contractor and the laborers or mechanics to be employed in the classification or their representatives do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), Contractor shall refer the questions, including the views of all interested parties and the recommendation of Contractor, to the Administrator for determination. The Administrator or an authorized representative will issue a determination within 30 days of receipt and so advise Contractor or will notify Contractor that additional time is necessary.

3. The wage rate (including fringe benefits where appropriate) determined pursuant to this Section shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

4. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another *bona fide* fringe benefit or an hourly cash equivalent thereof.

5. If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided that that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

6. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under this Agreement or any other federal contract with Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements that is held by Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, the Town may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Payrolls and basic records.

a. Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in § 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual

wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in § 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Contractor employs apprentices or trainees under approved programs, Contractor shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. Submittals.

i. Contractor shall submit weekly for each week in which any work is performed a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal funding agency. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only include an individually identifying number for each employee. The required weekly payroll information may be submitted in any form desired. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall submit them to the Town for transmission to the federal funding agency, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for Contractor to require a subcontractor to provide addresses and social security numbers to Contractor for its own records, without weekly submission to the sponsoring government agency or the applicant, sponsor, or owner.

ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or their agent who pays or supervises the payment of the persons employed under the Agreement, certifying the following: that the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of 29 C.F.R. Part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of 29 C.F.R. Part 5, and that such information is correct and complete; that each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Agreement during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3; and that each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Agreement.

iii. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance".

iv. The falsification of any of the above certifications may subject Contractor or any subcontractor to civil or criminal prosecution under 31 U.S.C. § 231.

c. Contractor or subcontractor shall make the records required by this section on available for inspection, copying, or transcription by authorized representatives of the federal funding agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

8. Apprentices and trainees.

a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid

in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

9. Contractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the federal funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

10. A breach of the clauses in 29 C.F.R. 5.5 may be grounds for termination of this Agreement, and for debarment as provided in 29 C.F.R. 5.12.

11. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

12. Disputes concerning the labor standards provisions of this Agreement, including disputes between Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives, shall be resolved in accordance with 29 C.F.R. parts 5, 6, and 7.

13. Certification of eligibility.

a. Contractor certifies that neither it nor any person or firm who has an interest in Contractor is a person or firm ineligible to be awarded government contracts by virtue of § 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

b. No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of § 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

D. *Contract Work Hours and Safety Standards Act.* Contractor shall comply with the following:

1. Neither Contractor nor any subcontractor employing laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

2. In the event of any violation of the clause set forth in subsection (1) hereof, Contractor and any subcontractor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection (1) hereof, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of required overtime wages required.

3. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages.

4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any

lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this Section.

5. The requirements of 40 U.S.C. § 3704 apply. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. *Rights to Inventions Made.* If the federal award providing funding for this Agreement meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and this Agreement is between the Town and a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under such funding agreement, the Parties shall comply with and be bound by 37 C.F.R. Part 401 and any implementing regulations issued by the awarding agency.

F. *Clean Air Act and Clean Water Act.* Contractor shall comply with the Clean Water Act and shall report each violation to the Town, and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Colorado, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office, and shall require all subcontractors to these requirements in each subcontract exceeding \$100,000 financed in whole or in part with a federal award. Contractor shall comply with the Federal Water Pollution Control Act and shall report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Colorado, federal awarding agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with a federal award.

G. *Energy Efficiency.* Contractor shall comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201), and shall include this clause in each third-party subcontract financed in whole or in part with federal assistance.

H. *Debarment and Suspension.*

1. Contractor affirms that neither it nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal Government and do not appear in the SAM Exclusions, which is a list maintained by the General Services Administration.

2. If the Agreement is for \$25,000 or more:

a. Contractor verifies that neither Contractor nor its principals (defined at 2 C.F.R. §180.995) or affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935);

b. Contractor shall comply with 2 C.F.R. Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction;

c. This certification is a material representation of fact relied upon by the Town, and if it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C, in addition to remedies available to the State of Colorado and the Town, the Federal Government may pursue available remedies, including without limitation suspension and debarment.

3. Throughout this Agreement, Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C. Contractor agrees to include a provision requiring such compliance in its lower tiered covered transactions.

I. *Byrd Anti-Lobbying Amendment.* Contractors who apply or bid for an award of \$100,000 or more shall file the required certification set forth in the Certification Regarding Lobbying for the specific funding source. Each tier certifies to the tier above that it will not and has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

J. *Procurement of Recovered Materials.* In the performance of this Agreement, where the purchase price of a product exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the Agreement performance schedule; meeting Agreement performance requirements; or at a reasonable price. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/sites/production/files/2016-02/documents/cpg-fs.pdf>.

K. *Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.* If subcontracts are to be let, Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

L. *Federal Law, Regulations, and Executive Orders.* Contractor acknowledges that funding under this Agreement may include federal, state, and local money, and that financial assistance from federal agencies will be used to fund specific projects under this Agreement only. For those projects, Contractor agrees to comply with all applicable law, rule, regulation, executive order, policies of the applicable federal funding agency, procedure, and directives.

M. *No Obligation by Federal Government.* The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

N. *Program Fraud and False or Fraudulent Statements or Related Acts.* Contractor acknowledges that 31 U.S.C. § 38 applies to this Agreement.

O. *Department of Homeland Security Seal, Logo, and Flags.* Contractor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.

P. *Housing and Community Development Act.*

1. The work to be performed under this Agreement is subject to Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u (Section 3). The Parties agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. The Parties certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

2. Contractor agrees to send to each labor organization or representative or workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

3. Contractor shall include the Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. Contractor shall not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

EXHIBIT A SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

These services are to assess the damage and prepare construction documents for the replacement of infrastructure that was damaged or destroyed in the Marshall fire. The burn areas throughout the Town of Superior are eligible for federal government assistance. The Federal Emergency Management Agency (FEMA) is the government entity that assists the Town in providing funding opportunities. The Contractor will function as an extension of the Town staff, teaming with FEMA and Town personnel to determine the extent and degree of damage, costing repairs and replacement options and managing the construction of the new infrastructure components.

The Scope is broken into two phases, Phase I being the damage assessment and preparation of construction costs for immediate replacement of critical infrastructure needed to sustain essential utility and transportation operations. Phase II includes the design and construction engineering services for replacement of damaged or destroyed infrastructure. Phase I will encompass the engineering assessment of the damage sustained by public infrastructure as a result of the Marshall Fire. Phase II will encompass the preliminary design, final design, and construction inspection of the proposed improvement projects as identified in Phase I and authorized by the Town. Please see below for a description of the proposed work for each phase. The scope of the subsequent Phase II project packages will be determined and authorized by the Town once the evaluation is complete.

PHASE I – INFRASTRUCTURE DAMAGE ASSESSMENT

The project scope of services has been grouped into the following work categories:

- A. Debris Removal
- B. Emergency Protection Measures
- C. Roads and Bridges
- D. Water Control Facilities
- E. Buildings and Grounds
- F. Utilities
 - F-1: Potable Water Systems
 - F-2: Sanitary Sewer Systems
 - F-3: Reclaimed Water Systems
- G. Parks and Recreation.

The scope of work which will occur for Phase I services is subject to change as additional information becomes available. Decisions will be made in coordination with the Town Staff. The assessment tasks included below are anticipated based on preliminary discussion with Town Staff. Assessment items and tasks for each work category are discussed in greater detail below.

A. DEBRIS REMOVAL

Removal of Stockpiled Debris + Reporting

We anticipate providing for removal of debris which have accumulated in storm inlets, manholes, and drainage facilities which have been collected and stockpiled by the town. The removed debris is anticipated to be disposed of only at approved hazardous material sites based on the disposal fees at the time of disposal and based on testing results. We have listed rates for environmental testing and pre-landfill testing work through our partnership with Kumar and Associates in our Rates Schedule.

Removal of Jetting Debris from Storm Sewer

If necessary, we will provide hydro—jetting and debris removal for all impacted storm sewer systems. We anticipate a significant amount of effort will be required to remove debris present in the existing storm inlets and boxes, which we can provide for. The removed debris is anticipated to be disposed of only at approved hazardous material sites based on the disposal fees at the time of disposal and based on testing results.

Removal of Debris/Materials for Parks and Recreation

The Parks and Recreation Department is evaluating retaining walls damaged during the fire. We have included a cost-per-day item for related debris removal in our estimate. Similar to other debris removal

work, the removed debris is anticipated to be disposed of only at approved hazardous material sites based on the disposal fees at the time of disposal and based on testing results. It is possible that some of the debris is not hazardous and can be temporarily stockpiled and hauled to a different disposal site in order to minimize disposal/hauling fees. For more information on the retaining wall scope of work please reference Section G below.

B. EMERGENCY PROTECTION MEASURES

We do not provide any anticipated services at this time.

We can provide a stormwater assessment report, environmental assessments, and/or the services necessary to complete the implementation of recommended stormwater quality improvements, if requested. We have included our proposed rates for this work in our detailed cost estimates for the Town's reference, should they become needed.

C. ROADS AND BRIDGES

Concrete and Asphalt Assessment

We anticipate providing a variety of concrete and asphalt testing services in coordination with Kumar and Associates, as follows:

- Falling Weight Deflectometer testing for pavement and subgrade evaluation.
- Asphalt and Concrete Coring for Laboratory Strength Analysis.
- Analysis of results and preparation of report to document testing.
- Post report consultation with the Town in coordination with Kumar and Associates.

Engineering Review – We will provide the oversight necessary to manage the Concrete and Asphalt Assessment work. If necessary, we will provide the required exhibits and coordinate with the Town's GIS systems manager to keep our time to a minimum for any required maps or exhibits. We anticipate time for our staff will be necessary to coordinate directly with our subcontractor, which would be billed hourly by our project staff.

Recommendation Letter - It is possible that asphalt and concrete replacement or mill-and-overlays may be required for a significant portion of the damaged area. We anticipate that we will provide a recommendation letter which will consider the economic feasibility of certain replacement scopes and their relation to other types of infrastructure assessments and ongoing home-builders reconstruction efforts.

Signage, Streetlights, and Pavement Markings Assessment and Reporting

We plan to provide assessment and recommendations for damaged signage, streetlights, and pavement markings within the impacted areas and provide cost estimate for replacement cost. We will provide documentation of our assessment and recommendation for replacement.

D. WATER CONTROL FACILITIES

Storm Culverts + Piping + Manholes Assessment

CCTV Pipeline Assessment - We propose the utilization of CCTV pipeline inspection for all potentially impacted storm sewer mains under 36" diameter within impacted areas. Storm sewers over 36" in diameter will be visually inspected and tested as determined necessary. We would provide CCTV videos, an engineer's review, and summary of pipe condition and determinations regarding continued use of the stormwater systems. We will provide a report to document our findings and recommendations for replacements, maintenance, or continued use of the water control facilities impacted by the fire. Our report will include estimated costs to replace/repair any infrastructure damaged by the fire (inlets, piping, manholes).

E. BUILDINGS AND GROUNDS

We do not anticipate providing any services for Building and Grounds.

F. UTILITIES

F-1. POTABLE WATER SYSTEMS:

Potable Water Service Lines Assessment + Reporting:

Fire Suppression Engineering Analysis - We will work with the Town of Superior to understand and support the determination on applicable building codes, which could have significant impact on the outcome of final project scope. For example: it is possible that many existing service lines may need to be upsized from 3/4" diameter to provide adequate fire suppression to the rebuild/repared residential structures. It is also possible a mix of service line outcomes exist for localized areas based on available water pressures, anticipated sizes of houses, as well as other factors. Our report would include estimated costs to replace water service lines from the main to the meter pit with provided options for each anticipated outcome.

VOC Sampling and Analysis - VOC lab testing will be completed in coordination with CWS and Colorado Analytical Lab. We propose sampling water once at each service line which is determine adequate to remain in place and for continued operation. We would propose (1) sample at each of the adjacent properties to any damaged/destroyed structures. Sampling at service lines may be omitted

where previously sampled by CDPHE/ Town Staff. Additional sampling based on the first sample results may be recommended. We can provide additional sampling through Colorado Water Systems and Colorado Analytical, if requested. Please refer to the standard sample testing rates list provided in the appendix. These rates would be in addition to our incurred hourly rates to collect samples and deliver them to the lab. We have assumed approximately (200) samples will be required to complete our assessment; however, the final quantity is subject to change significantly based on initial determinations and other assessment items such as Fire Suppression Engineering Analysis.

Potable Water Meters Assessment + Reporting:

Meter Functionality Testing - If necessary, based on other testing and prior determinations, we would remove the existing meters and have the manufacturer test and certify the meters for continued use. Any locations where the existing service line size and meter are determined to be functional and adequate will be tested for VOC's as necessary. The cost to remove and test meters will consider the economic feasibility of testing individual meters. The cost to test meters is currently unknown but will be discussed and investigated further as determined necessary based on initial review with the Town of Superior.

Economic Analysis Report - We will consider the economic feasibility of the possible replacement of meters based on the determined cost for testing services, which is currently unknown.

Metering/Flow Control Improvements - The Town may consider replacing or supplementing the existing residential and commercial water meters with backflow protection, curb stops, or automatic shut off valves for increased resilience and functionality during future events. An assessment of various options for the Town's consideration can be provided upon request.

Fire Hydrants Assessment + Reporting:

Hydrant Condition Memorandum - It is possible that any fire hydrants subject to elevated temperatures may be compromised and require replacement. We anticipated providing a letter and recommendations regarding replacement of any hydrants possibly impacted by the fire. We propose consultation with the applicable hydrant manufacturers in to provide a letter and/or certifications for all impacted hydrants within 100 feet of any structures damaged by the fire. It is likely the manufacturer of the existing hydrants will recommend standard protocol and procedures, which we will adhere to with any subsequent assessment tasks. Our documentation report will include a cost estimate and economic feasibility analysis of the required hydrant replacement/repairs.

Excavation and Engineering Inspection Services - Based on preliminary discussion with hydrant manufacturers and the Town, it may be necessary provide a physical and visual engineering inspection of the entire hydrant barrel. We are prepared to provide excavation services as necessary to expose several hydrant barrels as needed.

Potable Water Mains Assessment + Reporting:

Service Tap Assessment - We anticipate assessing the configuration of the existing water service taps with Town and Operations Staff in order to determine the available location for new water service saddles allowed by current Town Regulations and AWWA regulations. We propose providing an economic analysis of alternatives for main replacement vs. local replacement / re-tap existing main is necessary. We will also provide a report to document our findings regarding potential contamination in the main, which is anticipated to be completed prior to service line sampling (if applicable). An economic analysis will be provided for all recommended main replacement.

Multiple types of testing are proposed in order to assess the damage and condition of the existing water mains:

Leak Testing and Report - We anticipate providing comprehensive Leak Testing Services to provide overall assessment of any possible leakage across the damaged area which impact subsequential pressure testing and determinations regarding reuse of infrastructure.

Hydrostatic Pressure Testing Services - Based on the results of the Leak Testing Study and Report, we can provide Hydrostatic Pressure Testing for sections of main to determine whether the lines meet the applicable regulations and standards.

VOC Sampling and Analysis - We propose providing VOC sample testing in coordination with CWS and Colorado Analytical Lab for sections of main subjected to possible damage. We propose (1) sample at each hydrant location nearest to damaged/destroyed structures and (1) at nearest adjacent hydrant both directions to test for present of contamination at main. Sampling at hydrants may be omitted where previously sampled by CDPHE/ Town Staff. We can provide additional sampling through Colorado Water Systems and Colorado Analytical, if requested. Please refer to the standard sample testing rates list provided in the appendix. These rates would be in addition to our incurred hourly rates to collect samples and deliver them to the lab. We have proposed approximately (20) samples will be collected to analyze the main contamination. Possible VOC contamination in applicable mains will be determined prior to any service line contamination studies, when possible.

Potable Water Valves Assessment + Reporting:

Valve Assessment - An evaluation will be provided via field inspections regarding the operation of all distribution system valves within 100 feet of any fire damaged structures, in coordination with Town and Operation Staff.

Excavation and Visual Inspection - We also propose excavation at (3) potable water valves, chosen in areas where the main would be most likely to have incurred damage, next to valve boxes. We will visually assess the condition of the water main and the valve and provide a documentation memo for this work.

Condition Assessment Memo – Based on the results of our valve assessments, we will provide a letter to document the condition of the applicable infrastructure and to provide cost estimates for any required replacement.

F-2. - SANITARY SEWER SYSTEMS

Sanitary Sewer Mains Assessment + Reporting:

Pipeline Video Inspections - The intent of this assessment task is to identify any existing pipe deformation, damage, or accumulation of debris. Our services would include includes collection of CCTV, on-site engineering inspections, and summaries of inspections during frequent coordination efforts with the Town and their Staff. We anticipate that CCTV pipeline video inspection will be provided for all sanitary sewer mains within approximately 100 LF of damaged structures. It may be necessary to extend the limits of pipeline video inspections downstream in the collection system as necessary to find extent of damage or debris deposits which may be present in the collection system.

Sanitary Sewer Service Lines Assessment + Reporting:

No engineering or assessment services are anticipated to be provided for the impacted sanitary sewer service lines at this time.

Sanitary Sewer Manholes Assessment + Reporting:

Based on preliminary investigations completed by our project team, the existing grade rings in some of the impacted areas may have been heat damaged and require replacement to reduce infiltration and ring and cover issues. We propose several assessment tasks in order to evaluate the condition and continued use of Sanitary Sewer Manholes.

Excavation - We propose saw cutting to remove approximately 25 square feet of existing asphalt around all impacted ring and covers as necessary for visual assessment of the manhole barrel sections and concrete testing, if necessary. Ring and covers and grade rings will be replaced as the inspection and testing is completed, including temporary drive surface/patching as necessary for maintenance of traffic flow and access. We have assumed a total of 10 locations for this work, which is subject to change.

Manholes Assessment - We anticipate providing an engineer's visual assessment of the top portion of impacted manhole concrete barrel once excavation is complete. We anticipate providing these services only for severely impacted manholes where we are concerned that fire temperatures may have damaged the existing grade rings, leaving the manhole vulnerable to infiltration. We have assumed a total of 10 locations for this work, which is subject to change. Kumar and Associates is prepared to provide concrete coring as determined necessary by our visual inspection.

Parks/Open Space Investigation – We propose providing an investigation of all locations of sanitary sewer mains, services, and manholes which are in parks/open space which may have been subject to fire damage. This item would require coordination with operations staff to determine existing infrastructure within parks and open space.

F.3 - RECLAIMED WATER SYSTEMS

Reclaimed Water Valves Assessment:

Similar to the proposed potable water, we anticipate coordination and assessment of all existing reclaimed water valves to determine functionality in coordination with the Town and their Operations Staff.

Reclaimed Water Mains Assessment:

Excavating as necessary to expose the existing PVC piping at critical locations within damaged areas to visually assess potential damage. We propose that we will investigate up to (3) locations, as determined necessary during initial assessments.

G. PARKS AND RECREATION DAMAGE ASSESSMENT

We anticipate providing assessment and documentation/reporting for a roughly 400 LF long, 4- to 6-foot-tall timber retaining wall which was severely damaged in the fire. We would coordinate with Town Staff to make an assessment report of the damage and to provide temporary slope stabilization with our Design Build Team. We are unable to estimate the cost for temporary slope stabilization at this time but will work with the Town to determine the appropriate scope of services are related costs prior to proceeding with this work.

Our understanding is that debris removal may be required as well, which we are prepared to provide for if necessary. We have included estimates for related debris removal under category A: Debris Removal.

****This is not intended to be an all-inclusive list; additional items may become necessary based on review with the Town or currently unknown conditions. ****

PHASE II – DESIGN AND CONSTRUCTION

PROJECT PACKAGES

Following completion of the Infrastructure Damage Assessment in Phase I, Level Engineering will prepare multiple bid packages for construction of the permanent repairs. The scope of work and estimated project costs will align with the finally approved project worksheets developed in Phase I for each impacted or damaged area. We anticipate preparing upwards of four to five construction packages. Each package will stand alone in terms of design, bidding, and construction and will most likely include several of the project repairs/replacement identified by the Phase I project work sheets. To stay current with construction material increases, we will provide construction costs (as well as an update to the overall project cost) at the 40, 75 and 100 percent design phases. Final negotiation of the costs in the Phase I project worksheets will include current construction materials, equipment and labor increases and trends in order to minimize future cost short falls.

Anticipated construction packages are as follows, although final content will not be determined until Phase I work is complete.

1. Potable Water, and Sanitary Sewer Infrastructure Improvements

Construction plans and specifications will include design, plan and profile drawings for the replacement of main line, details for service connections showing size, pipe material, extent, and elevations of terminal points. This is to allow for ease of connection after house rebuilds. Design will include water service upsizing to meet fire suppression requirements.

2. Roadway and Street Infrastructure Improvements

It is anticipated that most of the street repair and replacement work will be include specific locations of curb, gutter, and sidewalk replacement, milling and overlay of existing damaged asphalt pavement, replacement of traffic and street name signage, and replacement of pavement markings. Pavement repair will be coordinated closely with utility improvements so as to minimize the extent of replacement and reconstruction of previous work.

3. Storm and Reclaimed Water Infrastructure Improvements

Construction documents for storm drainage infrastructure and facilities will include repair and cleaning of inlet and outlet structures, pipe networks, and detention and retention basins.

Improvements to the reclaimed (reuse) water system will include replacement of damaged main line pipe, lateral lines, irrigation control boxes and valves, and spray heads located on public recreation and open space.

4. Miscellaneous Repair and Replacement Work

Projects in this category will include repair, replacement, improvements to structures such as retaining walls, fences, and other public property was damaged or impacted by the fire. Some and maybe all of these items can be included with the major infrastructure replacement packages detailed above, but this cannot be determined until Phase I work is complete.

DELIVERABLES:

PHASE I:

Deliverables will include:

- Cost Estimating Project Worksheets (PW's), the FEMA CEF excel spreadsheets, for all identified projects.
- Reports, exhibits, charts, meeting minutes, field data, and other documentation developed during the Phase I work that is needed to support and supplement the work descriptions and cost data presented on the project worksheets.

PHASE II:

Deliverables will include:

- Design and Preparation of Construction Documents - We anticipate submitting design documentation, construction plans and specifications at the 40 and 75 percent phase of each construction package to the Town for its review. More frequent reviews may be needed depending on the complexity of the construction. As we work with the Town to define the scope of construction projects, we will provide increasingly detailed cost estimates.
- Bid Phase - We anticipate assisting the Town in the advertising, bidding and award of each construction package. This work will include review of bids, preparing a recommendation for award, and performing other administration and management tasks as requested by the Town. This work is in addition to the design, construction document preparation and construction inspection that is a part of the Phase II Contract services to be provided by Town's Engineer. This is discussed in further detail in the following Fee Estimate section.
- Construction Phase – Construction phase services will include full time construction observation and inspection, submittal (shop drawing) review, regular construction progress meetings, and preparation of As-Built drawings. This work will come under the Contract fee designation for the project development and construction. There will be construction administration and management services for each construction package. These services can be provided by Level Engineering at the direction of the Town. Such services include the identification and negotiation of change orders, work associated with permitting, and assisting the Town in working with other agencies. These additional services can be provided as part of the Town's Force Account budget as assigned and approved by the Town.

EXHIBIT B COMPENSATION

Contractor shall be paid on an hourly basis for the time spent by Contractor's employees performing the work described in **Exhibit A**, Scope of Services. Contractor shall provide itemized invoices detailing the work performed, and shall bill in increments of not less than 15 minutes. Such invoices shall be submitted to the Town on a monthly basis.

HOURLY RATES, FEES AND REIMBURSIBLES:

The following table summarizes Contractor's hourly billing rates by job description and task item. Where applicable, unit prices for various tasks such as VOC sampling, which will be billed at cost including time to collect and deliver samples to the lab.

Please see the following pages for a summary of our cost estimates, rates, and detailed breakdown of the currently anticipated work for Phase I. The number of hours for each task is subject to change.

PHASE I - COST ESTIMATE SUMMARY BY WORK CATEGORY

Note: Items in italics below have been presented without any cost, as no work is anticipated for these items at this time. Rates for these work items has been presented for the Town's information. Please see each Work Category Detail Cost Estimate for more info on these items.

WORK CATEGORY	ASSESSMENT TASK CATEGORY	EST. ASSESSMENT COST (ROUNDED TO NEAREST \$1K)
A: Debris Removal	Removal of Stockpiled Debris + Reporting	\$ 61,000
	Removal of Jetting Debris from Storm Sewer	\$ 22,000
	Removal of Debris/Materials for Parks and Recreation	\$ 14,000
	SUBTOTAL	\$ 97,000
B: Emergency Protection Measures	<i>Temporary Stormwater Containment + Reporting</i>	\$ -
	<i>Environmental Studies + Reporting</i>	\$ -
	SUBTOTAL	\$ -
C: Roads and Bridges	Asphalt & Concrete Assessment + Reporting	\$ 66,000
	Signage, Streetlights, and Markings Assess. + Reporting	\$ 7,000
	SUBTOTAL	\$ 73,000
D: Water Control Facilities	Pipeline Video Inspections + Reporting	\$ 17,000
	SUBTOTAL	\$ 17,000
E: Buildings and Grounds	<i>None Anticipated</i>	\$ -
	SUBTOTAL	\$ -
F-1 Potable Water System	Water Service Lines Assessment + Reporting	\$ 60,000
	Water Meters Assessment + Reporting	\$ 15,000
	Fire Hydrants Assessment + Reporting	\$ 22,000
	Potable Water Mains Assessment + Reporting	\$ 53,000
	Potable Water Valves Assessment + Reporting	\$ 24,000
	SUBTOTAL	\$ 174,000
F-2 Sanitary Sewer Systems	SS Mains Assessment + Reporting	\$ 37,000
	<i>SS Sewer Lines Assessment + Reporting</i>	\$ -
	SS Manholes Assessment + Reporting	\$ 26,000
	SUBTOTAL	\$ 63,000
F-3 Reclaimed Water Systems	Reclaimed Water Valves Assessment + Reporting	\$ 4,000
	Reclaimed Water Mains Assessment + Reporting	\$ 15,000
	SUBTOTAL	\$ 19,000
G: Parks and Recreation	Timber Wall Assessment + Reporting	\$ 8,000
	SUBTOTAL	\$ 8,000

TOTAL ESTIMATED ASSESSMENT COST	\$	451,000
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does not include disposal fees or environmental studies/testing

does not include slope stabilization fees

does not include water service meter testing services by manufacturer

estimated quantities are subject to change

A - Debris Removal Cost Estimate Details

Removal of Stockpiled Debris + Reporting							
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total	
Removal of Stockpiled Debris	Removal/Hauling of stockpiled debris	LBD	\$ 3,500.00	Per Ton	15	\$ 52,500.00	
	Disposal Fees + Testing	Kumar	TBD	Per Ton	15	TBD	
	Reporting	Documentation Engineer	Senior Project Engineer	\$ 160.00	Per Hour	12	\$ 1,920.00
		Field Engineer	Field Engineer	\$ 180.00	Per Hour	12	\$ 2,160.00
		Accountant	Accountant	\$ 125.00	Per Hour	12	\$ 1,500.00
		Administrative Manager	Administrative Manager	\$ 95.00	Per Hour	12	\$ 1,140.00
				\$ 110.00	Per Hour	12	\$ 1,320.00
SUBTOTAL (to nearest \$1000)						\$ 61,000.00	

Removal of Jetting Debris from Storm Sewer						
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total
Removal of Sewer Jetting Debris	Hydro-jetting Services	Level Design Build	\$ 0.60	Per LF	8100	\$ 4,860.00
	Vacuum Truck + Operators	Level Design Build	\$ 230.00	Per Hour	24	\$ 5,520.00
	Dump Fee	Level Design Build	\$ 150.00	Per Load	10	\$ 1,500.00
	Management	LDB Project Manager	\$ 150.00	Per Hour	12	\$ 1,800.00
	Removal of debris from inlets boxes	LDB Project Manager	\$ 180.00	Per Hour	24	\$ 4,320.00
	Engineering Inspections	Field Engineer	\$ 125.00	Per Hour	16	\$ 2,000.00
	Disposal Fees + Testing	Mileage	\$ 0.585	Per Mile	480	\$ 280.80
		Documentation Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00
		Kumar/Level Design Build	TBD	Per Load	TBD	TBD
SUBTOTAL (to nearest \$1000)						\$ 22,000.00

Removal of Debris/Materials for Parks and Recreation							
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total	
Removal of Debris/Materials for Parks and Recreation	Removal/Hauling of Material/Debris	LBD	\$ 4,000.00	Per Day	2	\$ 8,000.00	
	Disposal Fees + Testing	Kumar	TBD	Per Ton	15	TBD	
	Reporting	Documentation Engineer	Documentation Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00
		Senior Project Engineer	Senior Project Engineer	\$ 180.00	Per Hour	8	\$ 1,440.00
		Field Engineer	Field Engineer	\$ 125.00	Per Hour	8	\$ 1,000.00
		Accountant	Accountant	\$ 95.00	Per Hour	12	\$ 1,140.00
		Administrative Manager	Administrative Manager	\$ 110.00	Per Hour	8	\$ 880.00
SUBTOTAL (to nearest \$1000)						\$ 14,000.00	

B - Emergency Protection Measures Cost Estimate Details

NOTE: NO SERVICES ARE ANTICIPATED TO BE PROVIDED AT THIS TIME - THIS LIST OF COST DETAILS IS FOR THE TOWN'S INFORMATION ONLY.

Temporary Stormwater Containment + Reporting							
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total	
General Consultation	Coordination with Town and	Senior Project Manager	\$ 160.00	Per Hour	0	\$ -	
		Senior Project Manager	\$ 160.00	Per Hour	0	\$ -	
	Meetings with Town, Boulder County, and MHFD	Project Manager	\$ 145.00	Per Hour	0	\$ -	
		Senior Project Engineer	\$ 190.00	Per Hour	0	\$ -	
		Staff Engineer	\$ 150.00	Per Hour	0	\$ -	
		Field Engineer	\$ 125.00	Per Hour	0	\$ -	
		Mileage	\$ 0.59	Per Mile	0	\$ -	
		Senior Project Manager	\$ 160.00	Per Hour	0	\$ -	
	Stormwater Assessment Report	Prepare report/recommendation	Project Manager	\$ 145.00	Per Hour	0	\$ -
			Project Engineer	\$ 160.00	Per Hour	0	\$ -
Administrative Manager		\$ 110.00	Per Hour	0	\$ -		
Accountant		\$ 95.00	Per Hour	0	\$ -		
Stormwater Quality Management	Management and Inspection of Emergency Improvements	Documentation Engineer	\$ 160.00	Per Hour	0	\$ -	
		Senior Project Manager	\$ 160.00	Per Hour	0	\$ -	
		Senior Design Engineer	\$ 165.00	Per Hour	0	\$ -	
		Field Engineer	\$ 125.00	Per Hour	0	\$ -	
	Construction of Temporary Stormwater Detention/Improvements	Documentation Engineer	\$ 160.00	Per Hour	0	\$ -	
		Accountant	\$ 175.00	Per Hour	0	\$ -	
		Mileage	\$ 0.59	Per Mile	0	\$ -	
Level Design Build			\$ 6,000.00	Per Day	0	\$ -	
SUBTOTAL (to nearest \$1000)					\$	\$ -	

Environmental Studies + Reporting						
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total
Pre-Landfill Materials Testing	Material Toxicity Testing per 40 5CFR 261.24 (pre-disposal)	Kumar and Associates	\$ 1,200.00	Each Sample	0	\$ -
		Kumar and Associates	\$ 10.00	Each Sample	0	\$ -
Labor	Asbestos Content by Polarized Light Microscopy (pre-disposal)	Enviro. Project Manager	\$ 120.00	Per Hour	0	\$ -
		Staff Environmental Scientist	\$ 95.00	Per Hour	0	\$ -
		Field Scientist	\$ 85.00	Per Hour	0	\$ -
		Accountant	\$ 95.00	Per Hour	0	\$ -
SUBTOTAL (to nearest \$1000)					\$	\$ -

C - Roads and Bridges Cost Estimate Details

Concrete and Asphalt Assessment + Reporting						
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total
Concrete + Asphalt Assessment	Field Exploration (Kumar)	Staff Engineer (Kumar)	\$ 100.00	Per Hour	8	\$ 800.00
		FWD Testing Engineer	\$ 215.00	Per Hour	40	\$ 8,600.00
	Engineering and Reporting (Kumar)	Pavement Coring Engineer	\$ 100.00	Per Hour	40	\$ 4,000.00
		Project Engineer	\$ 155.00	Per Hour	30	\$ 4,650.00
		Staff Engineer	\$ 100.00	Per Hour	68	\$ 6,800.00
		CAD Technician / Drafting	\$ 90.00	Per Hour	3	\$ 270.00
		Word Processing	\$ 60.00	Per Hour	2	\$ 120.00
		Misc	\$ 14,350.00	Lump Sum	1	\$ 14,350.00
	Other Direct Costs (Kumar)	Principal	\$ 200.00	Per Hour	2	\$ 400.00
		Senior Project Manager	\$ 160.00	Per Hour	4	\$ 640.00
Management of Pavement Testing	Senior Project Engineer	\$ 190.00	Per Hour	16	\$ 3,040.00	
	Project Manager	\$ 145.00	Per Hour	8	\$ 1,160.00	
	Field Engineer	\$ 125.00	Per Hour	16	\$ 2,000.00	
	Accountant	\$ 95.00	Per Hour	48	\$ 4,560.00	
Engineering Review	Exhibits and Reporting Management	GIS Manager	\$ 140.00	Per Hour	8	\$ 1,120.00
		GIS Technician	\$ 110.00	Per Hour	8	\$ 880.00
	Prepare Recommendation Memo	Documentation Engineer	\$ 160.00	Per Hour	16	\$ 2,560.00
		Mileage	\$ 0.585	Per Mile	800	\$ 468.00
Recommendation Letter	Field Inspections	Project Manager	\$ 145.00	Per Hour	24	\$ 3,480.00
		Project Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00
	Assessment/ Recommendation	Sr. Administrative Assistant	\$ 90.00	Per Hour	24	\$ 2,160.00
		Senior Project Manager	\$ 160.00	Per Hour	12	\$ 1,920.00
Review and Approval		Principal	\$ 200.00	Per Hour	4	\$ 800.00
			SUBTOTAL (to nearest \$1000)		\$	\$ 66,000.00

Signage, Streetlights, and Pavement Markings Assessment + Reporting							
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total	
Field Inspections	Field Inspections	Field Engineer	\$ 125.00	Per Hour	8	\$ 1,000.00	
		Documentation Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00	
Assessment/ Recommendation	Prepare Recommendation Memo	Senior Project Engineer	\$ 190.00	Per Hour	4	\$ 760.00	
		Project Manager	\$ 145.00	Per Hour	4	\$ 580.00	
		Project Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00	
		Staff Engineer	\$ 150.00	Per Hour	8	\$ 1,200.00	
	Review and Approval	Review and Approval	Mileage	\$ 0.585	Per Mile	180	\$ 105.30
			Sr. Administrative Assistant	\$ 90.00	Per Hour	8	\$ 720.00
		Senior Project Manager	\$ 160.00	Per Hour	2	\$ 320.00	
		Principal	\$ 200.00	Per Hour	1	\$ 200.00	
			SUBTOTAL (to nearest \$1000)		\$	\$ 7,000.00	

D - Water Control Facilities Cost Estimate Detail

Pipeline Video Inspection + Reporting							
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total	
CCTV Pipeline Assessment	CCTV Video Collection	Level Design Build	\$ 0.70	Per LF	8100	\$ 5,670.00	
	Engineering Inspections	Field Engineer	\$ 125.00	Per Hour	24	\$ 3,000.00	
		Mileage	\$ 0.59	Per Mile	480	\$ 280.80	
	Prepare Report	Staff Engineer	\$ 150.00	Per Hour	12	\$ 1,800.00	
		Project Engineer	\$ 160.00	Per Hour	12	\$ 1,920.00	
		Administrative Assistant	\$ 60.00	Per Hour	12	\$ 720.00	
		Accountant	\$ 140.00	Per Hour	12	\$ 1,680.00	
		Documentation Engineer	\$ 160.00	Per Hour	12	\$ 1,920.00	
	SUBTOTAL (to nearest \$1000)						\$ 17,000.00

E - Buildings and Grounds Cost Estimate Details

None Anticipated								
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total		
SUBTOTAL (to nearest \$1000)							\$	-

Potable Water Service Lines Assessment							
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total	
Fire Suppression Engineering Analysis	Written Report/Memo	Principal	\$ 200.00	Per Hour	8	\$ 1,600.00	
	Determine Fire Service Line Requirements	Senior Project Engineer	\$ 190.00	Per Hour	12	\$ 2,280.00	
	Research, Cost Estimating, and Code Study	Project Engineer	\$ 160.00	Per Hour	16	\$ 2,560.00	
	Sample Collection/Deliver to Lab	Staff Engineer	\$ 150.00	Per Hour	24	\$ 3,600.00	
	Sample Collection/Deliver to Lab	Sampling Technician	\$ 75.00	Per Hour	100	\$ 7,500.00	
	Coordination with Town/Operations Staff	Mileage	\$ 0.585	Per Mile	800	\$ 468.00	
	VOC Sample Analysis and Reporting	Senior Project Engineer	\$ 190.00	Per Hour	8	\$ 1,520.00	
	Documentation / Reporting	Project Engineer	\$ 160.00	Per Hour	4	\$ 640.00	
		VOC Test Per EPA 524.2	Accountant	\$ 150.00	Each	200	\$ 30,000.00
			Documentation Engineer	\$ 95.00	Per Hour	48	\$ 4,560.00
			\$ 160.00	Per Hour	30	\$ 4,800.00	
			SUBTOTAL (to nearest \$1000)			\$ 60,000.00	

Potable Water Meters Assessment + Reporting						
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total
Meter Functionality Testing	Remove / Reinstall meters	Field Engineer	\$ 125.00	Per Hour	24	\$ 3,000.00
	Manufacturer(s) cert/ accuracy and leak testing	Meter Manufacturer(s)	TBD	TBD	TBD	TBD
	Coordination with Town/Operations Staff	Project Engineer	\$ 160.00	Per Hour	4	\$ 640.00
	Cost Estimating	Project Engineer	\$ 160.00	Per Hour	4	\$ 640.00
		Project Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00
		Administrative Manager	\$ 110.00	Per Hour	8	\$ 880.00
		Senior Admin Assistant	\$ 90.00	Per Hour	4	\$ 360.00
		Administrative Assistant Clerical	\$ 60.00	Per Hour	8	\$ 480.00
		Senior Project Manager	\$ 160.00	Per Hour	4	\$ 640.00
		Project Manager	\$ 190.00	Per Hour	12	\$ 2,280.00
Economic Analysis Report	Documentation / Reporting	Accountant	\$ 95.00	Per Hour	12	\$ 1,140.00
		Documentation Engineer	\$ 160.00	Per Hour	16	\$ 2,560.00
		Senior Project Engineer	\$ 190.00	Per Hour	8	\$ 1,520.00
			SUBTOTAL (to nearest \$1000)			\$ 15,000.00

Fire Hydrants Assessment + Reporting						
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total
Hydrant Condition Memo	Coordination with Hydrant Manufacturer(s)	Project Manager	\$ 145.00	Per Hour	8	\$ 1,160.00
	Preparation of Hydrant Condition Memo	Senior Project Manager	\$ 160.00	Per Hour	4	\$ 640.00
	Cost Estimating	Project Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00
	Documentation / Reporting	Senior Admin Assistant	\$ 90.00	Per Hour	8	\$ 720.00
		Administrative Assistant	\$ 60.00	Per Hour	8	\$ 480.00
		Documentation Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00
		Level Design Build	\$ 3,250.00	Each	3	\$ 9,750.00
		Mileage	\$ 0.585	Per Mile	200	\$ 117.00
		Field Engineer	\$ 125.00	Per Hour	16	\$ 2,000.00
		Senior Construction Inspector	\$ 160.00	Per Hour	8	\$ 1,280.00
Excavation and Engineering Inspection Services	Documentation / Reporting	Senior Admin Assistant	\$ 90.00	Per Hour	8	\$ 720.00
		Administrative Assistant Clerical	\$ 60.00	Per Hour	8	\$ 480.00
		Accountant	\$ 95.00	Per Hour	12	\$ 1,140.00
		Documentation Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00
			SUBTOTAL (to nearest \$1000)			\$ 22,000.00

F-1 - Potable Water System Cost Estimate Details (pg. 2 of 2)

Potable Water Mains Assessment + Reporting						
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total
Service Taps Assessment and Reporting	Coordination with Town/Operations Staff	Senior Project Engineer	\$ 190.00	Per Hour	8	\$ 1,520.00
	Cost Estimating	Senior Project Manager	\$ 160.00	Per Hour	4	\$ 640.00
	Preparation of Main Condition Report	Project Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00
	Leak Detection Study + Report	Level Design Build	\$ 1,200.00	Per Day	5	\$ 6,000.00
Leak Testing and Report	Field Inspections	Mileage	\$ 0.585	Per Mile	800	\$ 468.00
		Field Engineer	\$ 125.00	Per Hour	32	\$ 4,000.00
	Documentation / Reporting	Documentation Engineer	\$ 160.00	Per Hour	12	\$ 1,920.00
		Senior Admin Assistant	\$ 90.00	Per Hour	8	\$ 720.00
Hydrostatic Pressure Testing	Project Management	Project Manager	\$ 145.00	Per Hour	12	\$ 1,740.00
	Coordination with Town/Operations Staff	Project Manager	\$ 145.00	Per Hour	8	\$ 1,160.00
	Hydrostatic Pressure Testing	Level Design Build	\$ 135.00	Per Hour	32	\$ 4,320.00
		Mileage	\$ 0.585	Per Mile	800	\$ 468.00
VOC Sampling and Analysis	Field Inspections	Field Engineer	\$ 125.00	Per Hour	32	\$ 4,000.00
	Documentation / Reporting	Project Manager	\$ 145.00	Per Hour	8	\$ 1,160.00
		Documentation Engineer	\$ 160.00	Per Hour	12	\$ 1,920.00
	Sample Collection/Deliver to Lab	Sampling Technician	\$ 75.00	Per Hour	12	\$ 900.00
VOC Sample Analysis and Reporting	Coordination with Town/Operations Staff	Mileage	\$ 0.585	Per Mile	400	\$ 234.00
		Project Manager	\$ 145.00	Per Hour	12	\$ 1,740.00
		Operations Consultant (CWS)	\$ 175.00	Per Hour	8	\$ 1,400.00
		VOC Test Per EPA 524.2	\$ 150.00	Each	30	\$ 4,500.00
Condition assessment Memo	Documentation / Reporting	Senior Project Engineer	\$ 190.00	Per Hour	32	\$ 6,080.00
		Senior Admin Assistant	\$ 90.00	Per Hour	16	\$ 1,440.00
		Accountant	\$ 95.00	Per Hour	12	\$ 1,140.00
		Documentation Engineer	\$ 160.00	Per Hour	24	\$ 3,840.00
			SUBTOTAL (to nearest \$1000)			\$ 53,000.00

Potable Water Valves Assessment + Reporting						
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total
Valve Assessment	Coordination with Town/Operations Staff	Project Manager	\$ 145.00	Per Hour	8	\$ 1,160.00
	Field Assessment	Field Engineer	\$ 125.00	Per Hour	24	\$ 3,000.00
		Mileage	\$ 0.585	Per Mile	250	\$ 146.25
Excavation / Visual Inspection	Excavation @ Each Main Location	Level Design Build	\$ 3,250.00	Each	3	\$ 9,750.00
	Visual Inspect Valve and Adjacent Main Piping	Field Engineer	\$ 125.00	Per Hour	16	\$ 2,000.00
	Cost Estimating	Project Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00
Condition assessment Memo	Documentation/Reporting	Senior Project Engineer	\$ 190.00	Per Hour	12	\$ 2,280.00
		Senior Admin Assistant	\$ 90.00	Per Hour	12	\$ 1,080.00
		Accountant	\$ 95.00	Per Hour	12	\$ 1,140.00
			SUBTOTAL (to nearest \$1000)			\$ 24,000.00

F-2 Sanitary Sewer Systems Cost Estimate Details

Note: The items in italics below (Vacuum manhole testing, sanitary sewer service line/lateral CCTV, and pneumatic sewer testing services) are not anticipated to be provided at this time. We have not included costs for this work, but have provided our rates below for the Town's information.

Sanitary Sewer Mains Assessment + Reporting						
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total
	CCTV Video Collection - Main	Level Design Build	\$ 0.70	LF	23000	\$ 16,100.00
	CCTV Video Collection - Services	Level Design Build	\$ 180.00	Each	0	\$ -
	Traffic Control	Level Design Build	\$ 1,400.00	Per Day	2	\$ 2,800.00
	Visual Engineering Inspection	Field Engineer	\$ 125.00	Per Hour	60	\$ 7,500.00
		Mileage	\$ 0.59	Per Mile	1200	\$ 702.00
		Project Manager	\$ 145.00	Per Hour	24	\$ 3,480.00
		Project Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00
	Reporting and Documentation	Documentation Engineer	\$ 160.00	Per Hour	16	\$ 2,560.00
		Accountant	\$ 95.00	Per Hour	12	\$ 1,140.00
		Sr Administrative Assistant	\$ 90.00	Per Hour	12	\$ 1,080.00
SUBTOTAL (to nearest \$1000)						\$ 37,000.00

Note: We do not anticipate providing any pneumatic sewer line testing services at this time, this information provided only for Town's reference.

Sanitary Sewer Service Lines Assessment + Reporting						
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total
	Excavation at Each Sanitary Service	Level Design Build	\$ 4,000.00	Each	0	\$ -
	Pneumatic Pressure Testing	Level Design Build	\$ 350.00	Per Section	0	\$ -
	Install Service Line Cap (4" or 6")	Level Design Build	\$ 500.00	Each	0	\$ -
	Reporting and Documentation	Project Manager	\$ 145.00	Per Hour	0	\$ -
		Documentation Engineer	\$ 160.00	Per Hour	0	\$ -
		Sr Administrative Assistant	\$ 90.00	Per Hour	0	\$ -
SUBTOTAL (to nearest \$1000)						\$ -

Sanitary Sewer Manholes Assessment + Reporting						
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total
	Visual Engineering Inspection	Field Engineer	\$ 125.00	Per Hour	24	\$ 3,000.00
	Concrete Coring/Analysis	Kumar and Associates	\$ 250.00	Per Core	10	\$ 2,500.00
	Excavation/Restoration @ Ring/Cover	Level Design Build	\$ 1,400.00	Each	10	\$ 14,000.00
	Manhole Testing Per ASTM C1244-05	Level Design Build	\$ 500.00	Each	0	\$ -
	Engineering Inspections	Field Engineer	\$ 125.00	Per hour	0	\$ -
		Project Manager	\$ 145.00	Per Hour	12	\$ 1,740.00
		Project Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00
	Reporting, Cost Estimating, and Documentation	Documentation Engineer	\$ 160.00	Per Hour	12	\$ 1,920.00
		Accountant	\$ 95.00	Per Hour	12	\$ 1,140.00
		Sr Administrative Assistant	\$ 90.00	Per Hour	8	\$ 720.00
SUBTOTAL (to nearest \$1000)						\$ 26,000.00

F-3 Reclaimed Water System Cost Estimate Details

Reclaimed Water Valves Assessment + Reporting						
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total
Valve Assessment	Coordination with Town/Operations Staff	Project Manager	\$ 145.00	Per Hour	4	\$ 580.00
	Field Assessment	Field Engineer	\$ 125.00	Per Hour	8	\$ 1,000.00
Reporting	Reporting and Documentation	Project Manager	\$ 145.00	Per Hour	8	\$ 1,160.00
		Documentation Engineer	\$ 160.00	Per Hour	4	\$ 640.00
		Sr Administrative Assistant	\$ 90.00	Per Hour	4	\$ 360.00
SUBTOTAL (to nearest \$1000)						\$ 4,000.00

Reclaimed Water Mains Assessment + Reporting						
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total
Excavation / Visual Inspection	Excavation @ Potable Water Main/Valve Visual Inspect Inspection	Level Design Build	\$ 3,250.00	Each	3	\$ 9,750.00
		Field Engineer	\$ 125.00	Per Hour	8	\$ 1,000.00
Reporting	Reporting and Documentation	Project Manager	\$ 145.00	Per Hour	8	\$ 1,160.00
		Documentation Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00
		Accountant	\$ 95.00	Per Hour	12	\$ 1,140.00
		Sr Administrative Assistant	\$ 90.00	Per Hour	8	\$ 720.00
SUBTOTAL (to nearest \$1000)						\$ 15,000.00

G - Parks and Recreation Cost Estimate Details

Timber Wall Assessment + Reporting						
Item	Subtask	Personnel / Job Description	Price	Unit	Est. Quantity	Line Item Total
Timber Retaining Wall Assessment	Inspections	Principal	\$ 200.00	Per Hour	2	\$ 400.00
		Senior Project Manager	\$ 160.00	Per Hour	2	\$ 320.00
		Project Manager	\$ 145.00	Per Hour	8	\$ 1,160.00
		Field Engineer	\$ 125.00	Per Hour	8	\$ 1,000.00
		Project Manager	\$ 145.00	Per Hour	8	\$ 1,160.00
	Reporting, Cost Estimating, and Documentation	Project Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00
		Documentation Engineer	\$ 160.00	Per Hour	8	\$ 1,280.00
		Accountant	\$ 95.00	Per Hour	12	\$ 1,140.00
	Slope Stabilization (for Safety and Drainage)	Sr Administrative Assistant	\$ 90.00	Per Hour	8	\$ 720.00
		Level Design Build	TBD	Per Day	TBD	TBD
SUBTOTAL (to nearest \$1000)						\$ 8,000.00

LEVEL PROJECT TEAM RATES SCHEDULE

RATES SCHEDULE	RATE (\$)	UNIT
LEVEL ENGINEERING RATES		
Operations Management		
Principal	\$ 200.00	Per Hour
Vice President of Operations	\$ 200.00	Per Hour
Operations Manager	\$ 180.00	Per Hour
Project and Program Management		
Senior Project Manager	\$ 160.00	Per Hour
Project Manager	\$ 145.00	Per Hour
Engineering		
Senior Project Engineer	\$ 190.00	Per Hour
Senior Engineer	\$ 170.00	Per Hour
Senior Design Engineer	\$ 165.00	Per Hour
Project Engineer	\$ 160.00	Per Hour
Staff Engineer	\$ 150.00	Per Hour
Engineer	\$ 135.00	Per Hour
Field Engineer	\$ 125.00	Per Hour
Construction Phase Engineering Services		
Senior Project Engineer	\$ 180.00	Per Hour
Senior Construction Inspector	\$ 160.00	Per Hour
Construction Project Engineer	\$ 160.00	Per Hour
Staff Engineer	\$ 150.00	Per Hour
Engineer	\$ 135.00	Per Hour
Field Engineer	\$ 125.00	Per Hour
Computer Aided Design (CAD)		
GIS Manager	\$ 140.00	Per Hour
GIS Engineer	\$ 120.00	Per Hour
GIS Technician	\$ 110.00	Per Hour
CAD Manager	\$ 140.00	Per Hour
CAD Engineer	\$ 120.00	Per Hour
CAD Technician/Drafter	\$ 110.00	Per Hour
Project Administration		
Documentation Engineer	\$ 160.00	Per Hour
Administrative Manager	\$ 110.00	Per Hour
Senior Administrative Assistant	\$ 90.00	Per Hour
Administrative Assistant / Clerical	\$ 60.00	Per Hour
Accountant	\$ 95.00	Per Hour
Reimbursables		
Mileage at Federal Rate	\$ 0.585	Per Mile

ENGINEERING SUBCONSULTANT RATES**Colorado Water Systems (CWS)**

Sample Collection Technician	\$	75.00	Per Hour
Operations Consultant	\$	175.00	Per Hour
VOC Lab Sample Test (EPA 524.2)	\$	150.00	Each
Mileage at Federal Rate	\$	0.59	Per Mile

Kumar and Associates

Project Engineer	\$	155.00	Per Hour
Staff Engineer	\$	100.00	Per Hour
FWD Testing Engineer	\$	215.00	Per Hour
Pavement Coring Technician	\$	100.00	Per Hour
Field Engineer	\$	80.00	Per Hour
CAD Technician/Drafter	\$	90.00	Per Hour
Admin/Word Processing	\$	60.00	Per Hour
Enviro. Project Manager	\$	120.00	Per Hour
Staff Environmental Scientist	\$	95.00	Per Hour
Field Scientist	\$	85.00	Per Hour

Material Toxicity Testing per 40 §CFR 261.24 (pre-disposal)	\$	1,200.00	Per Sample
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Asbestos Content by Polarized Light Microscopy (pre-disposal)	\$	10.00	Per Sample
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Survey (True North Survey and Mapping, LLC)

Professional Land Surveyor	\$	125.00	Per Hour
One Man Field Crew	\$	165.00	Per Hour
Two Man Field Crew	\$	175.00	Per Hour
Three Man Field Crew	\$	195.00	Per Hour
CAD Technician/Drafter	\$	95.00	Per Hour
Research	\$	95.00	Per Hour

LEVEL DESIGN BUILD EQUIPMENT RATES

Bobcat T-650	\$	65.00	Per Hour
Bobcat attachment trencher	\$	100.00	Per Hour
Bobcat Street Sweeper Attachment	\$	250.00	Per Day
Tilling attachment for bobcat plus bobcat time	\$	500.00	Per Hour
Forks attachment for bobcat plus bobcat time	\$	15.00	Per Hour
Scarify attachment plus bobcat time	\$	30.00	Per Hour
Bobcat attachment auger	\$	100.00	Per Hour
Bobcat attachment sweeper	\$	40.00	Per Hour
Bobcat E-35	\$	75.00	Per Hour
Hitachi 160LC	\$	100.00	Per Hour
Hitachi 210	\$	140.00	Per Hour
Hitachi 135	\$	125.00	Per Hour
Hitachi 250	\$	170.00	Per Hour
Volvo ECR 60	\$	70.00	Per Hour
Front End Loaders - Volvo L60G	\$	90.00	Per Hour
Front End Loaders - John Deere 544J	\$	100.00	Per Hour
Road Grader - John Deere 872GP	\$	210.00	Per Hour
Dozer - John Deere Dozer 850K	\$	230.00	Per Hour
Vac Truck	\$	100.00	Per Hour
Track pad (Safety Yellow)	\$	20.00	Per Day
Concrete Street Sawing	\$	10.00	Per Foot
Demo Saw Diamond Blade	\$	25.00	Per Hour
Core Drill 50HR	\$	50.00	Per Hour
Jack Hammer On E-35	\$	50.00	Per Hour
Handheld JackHammer	\$	35.00	Per Hour

LEVEL DESIGN BUILD LABOR RATES		
General Laborer	\$	90.00 Per Hour
Equipment Operator	\$	110.00 Per Hour
Office/Admin	\$	60.00 Per Hour
Project Manager	\$	150.00 Per Hour
Superintendant	\$	130.00 Per Hour
Crew Foreman	\$	120.00 Per Hour
Safety Inspector	\$	125.00 Per Hour
LEVEL DESIGN BUILD SERVICES RATES		
Leak Detection	\$	1,200 Per Day
Private Locates / SUE Locates	\$	100 Per Hour
Utility Locating + Mapping	\$	210 Per Hour
Standard Traffic Control	\$	1,400 Per Day
Traffic Control w/ Uniformed officer	\$	2,000 Per Day
Core Hole + Restoration	\$	120 Each
Traffic Control Plans	\$	100 Per Sheet
Hydroexcavation (Potholing)	\$	230 Per Hour
Vac Truck/Trailer Dump Fee	\$	150 Per Load
Hydrostatic Pressure Testing	\$	135 Per Hour
Disposal Fee	TBD	TBD
Manhole Vacuum Testing	\$	95 Each Manhole
Sewer Airline Testing	\$	95 Each Section
Hydro-jetting Services	\$	0.60 Per LF
CCTV Main	\$	0.70 Per LF
CCTV Laterals	\$	180 Service Line
Excavation + Capping Sewer Services	\$	4,000.00 Each location
Excavation - Mains	\$	3,250.00 Each location
Excavation - Manholes Ring + Cover	\$	1,400.00 Each location
Mileage at Federal Rate	\$	0.585 Per Mile

LEVEL DESIGN BUILD EQUIPMENT RATES (CONT.)

Sewer Camera	\$	20.00	Per Hour
Generator for Core Drill/ Handheld JackHammer	\$	20.00	Per Hour
Hand Compactor	\$	30.00	Per Hour
Plate Compactor	\$	65.00	Per Hour
Traffic safety management on residential roads	\$	30.00	Per Hour
2" Electric	\$	5.00	Per Hour
2" Gas	\$	20.00	Per Hour
3" Gas	\$	25.00	Per Hour
8X12 Trench Box	\$	100.00	Per Day
8X4 Trench Box	\$	60.00	Per Day
Tandem	\$	100.00	Per Hour
Side Dump	\$	120.00	Per Hour
Lowboy	\$	150.00	Per Hour
Service Truck Care	\$	50.00	Per Hour
General Pickup	\$	35.00	Per Hour
Pickup & Trailer	\$	75.00	Per Hour
Sewer Line Supply Trailer	\$	35.00	Per Hour
Dump Trailer	\$	85.00	Per Hour
Cat 320 Excavator	\$	190.00	Per Hour
Cat 930 Loader	\$	190.00	Per Hour
Cat 259 Skid	\$	70.00	Per Hour
Cat 305.5 Mini Excavator	\$	75.00	Per Hour
John Deer 410 J	\$	75.00	Per Hour
Walk behind concrete saw	\$	12.00	Per Hour
30' Gooseneck Trailer	\$	5.00	Per Hour
3/4 Ton Pickup Truck	\$	19.87	Per Hour
1 Ton Pickup Truck	\$	20.57	Per Hour



CDPHE Drinking Water Analysis

Volatile Organics Group

Analysis	Method	Unit Price
Volatile Organic Compounds	EPA 524.2.....	\$150.00

Synthetic Organics Group

Analysis	Method	Unit Price
EDB, DBCP	EPA 504.1.....	\$70.00
Chlorinated Pesticides & PCB's	EPA 505.....	\$85.00
Chlorinated Herbicides	EPA 515.4.....	\$170.00
Semi-Volatile Organic Chemicals (SVOC's)	EPA 525.2.....	\$310.00
Carbamates.....	EPA 531.1.....	\$160.00
Glyphosate.....	EPA 547.....	\$160.00
Endothall.....	EPA 548.1.....	\$110.00
Diquat	EPA 549.2.....	\$135.00
Complete Phase I, II, & V SOC & VOC Analysis.....		Group Price \$ 1350.00
Complete Phase I, II, & V SOC & VOC (w/o Glyphosate).....		Group Price \$ 1190.00

Sign up for our Auto-Ship program! Our mutual success begins with the timely shipment of containers for your monthly, quarterly, or annual sampling events. Colorado Analytical Labs can Auto-Ship all your sample kits so that the containers arrive when needed for the entire year. Call 303-659-2313 or email customerservice@coloradolab.com for details.

Disinfection Byproducts

Total Trihalomethanes (TTHM's)	EPA 524.2.....	\$70.00
Total Haloacetic Acids (HAA5's)	EPA 552.2.....	\$150.00
SUVA (Includes DOC, TOC & UV 254)	Calculation.....	\$100.00
UV 254	SM 5910-B.....	\$26.00
TOC (Total Organic Carbon)	SM 5310-C.....	\$37.00
DOC (Dissolved Organic Carbon)	SM 5310-C.....	\$37.00

Inorganic Analysis

Inorganics Group	EPA 200.8/EPA 200.7.....	\$160.00
Fluoride.....	EPA 300.0.....	\$18.00
Nitrate.....	EPA 300.0.....	\$18.00
Nitrite.....	EPA 300.0.....	\$18.00
Lead and Copper (1st Draw)	EPA 200.8.....	\$32.00
Uranium	EPA 200.8.....	\$23.00
Langelier Index.....	SM 2330-B.....	\$60.00
Total Coliform P/A	SM 9223	\$24.00

*See page XX for a complete list of all metals and compounds.

Water and Wastewater Analysis

General Chemistry	Method	Unit Price
Alkalinity.....	SM 2320-B.....	\$16.00
Biochemical Oxygen Demand.....	SM5210-B.....	\$37.00
Bromide.....	EPA 300.0.....	\$18.00
Chemical Oxygen Demand.....	SM 5220-D.....	\$38.00
Chloride.....	EPA 300.0.....	\$18.00
Cyanide (Total or Free).....	EPA 335.4.....	\$40.00
Cyanide WAD.....	ASTM 2036-09C.....	\$40.00
Dissolved Oxygen.....	SM 4500-G.....	\$14.00
DOC (Dissolved Organic Carbon).....	SM 5310-B.....	\$37.00
E-Coli.....	Colilert.....	\$27.00
Fecal Coliform (MPN).....	SM 9221-C/E.....	\$27.00
Fluoride.....	EPA 300.0.....	\$18.00
Foaming Agents (Surfactants – accepted M-Th).....	SM 5540-C.....	175.00
Hardness-Total.....	SM 2340-B.....	\$26.00
HPC-Heterotrophic Plate Count.....	SM 9215-B.....	\$40.00
Hydrogen Sulfide.....	SM 4500-S2-G.....	\$35.00
Nitrogen Ammonia.....	SM 4500-NH3-G.....	\$20.00
Nitrogen-Nitrate.....	EPA 300.0.....	\$18.00
Nitrogen-Nitrite.....	EPA 300.0.....	\$18.00
Nitrogen-TIN (Total Inorganic Nitrogen).....	Calc (Requires NH3, NO2 & NO3).....	\$56.00
Nitrogen-TKN.....	SM 4500-Norg-B.....	\$37.00
Nitrogen-Total.....	Calc (Requires TKN, NO2 & NO3).....	\$73.00
Oil and Grease (Hexane).....	EPA 1664(A).....	\$65.00
Oil and Grease (SGT-HEM).....	EPA 1664(A).....	\$85.00
Organics 624 VOCs.....	EPA 624.1.....	\$130.00
Organics 625 SVOCs (BNA's).....	EPA 625.....	\$225.00
pH.....	SM 4500-H-B.....	\$13.00
Phenols.....	EPA 420.4.....	\$55.00
Phosphorous-Ortho.....	EPA 300.0.....	\$18.00
Phosphorous-Total.....	EPA365.2.....	\$26.00
Resistivity.....	SM 2520-B.....	\$14.00
Sodium Adsorption Ratio.....	Calc (Requires Ca, Mg & Na).....	\$39.00
Solids-Filterable (TDS).....	SM 2540-C.....	\$16.00
Solids-Non-Filterable (TSS).....	SM 2540-D.....	\$16.00
Solids-Total.....	SM 2540-G.....	\$16.00
Solids-Volatile (Incl TS).....	SM 2540-G.....	\$28.00
Specific Conductance.....	EPA 120.1.....	\$14.00
Sulfate.....	EPA 300.0.....	\$18.00
TOC (Total Organic Carbon).....	SM 5310-B.....	\$37.00

Continued...

Water and Wastewater Analysis (Contd.)

General Chemistry	Method	Unit Price
Total Coliform (MPN).....	SM 9221-B.....	\$27.00
Total Coliform (P/A).....	SM 9223.....	\$24.00
Total Residual Chlorine.....	SM 4500-CL-G.....	\$20.00
Turbidity.....	SM 2130-B.....	\$15.00
UV 254 Absorbance.....	SM 5910-B.....	\$26.00
UV Transmittance.....	SM 5910-B.....	\$26.00

Streamline the sampling process by signing up for our Auto-Ship program. Colorado Analytical can ship all your sample kits so that the containers arrive when needed for the entire year! Call 303-659-2313 or email customerservice@coloradolab.com for details.

Metals

Metals By ICP-MS.....	EPA 200.8.....	\$16.00 Ea.
Al, Sb, As, Ba, Be, Cd, Cr, Co, Cu, Hg, Pb, Mn, Mo, Ni, Se, Si, Ag, Sr, Tl, V, Zn		
Metals By ICP-OES.....	EPA 200.7.....	\$13.00 Ea.
B, Ca, Fe, Mg, K, Na		
Mercury.....	EPA 245.7.....	\$27.00
Mercury (Low Level).....	EPA 245.7.....	\$52.00
Mercury (Low Level) Field Blank.....	EPA 245.7.....	\$52.00
Uranium.....	EPA 200.8.....	\$23.00
Chromium-Trivalent.....	EPA 200.8/SM 3500-Cr-B.....	\$48.00
Chromium-Hexavalent.....	SM 3500-Cr-B.....	\$32.00

Water Test Packages

Domestic Water Quality

Alkalinity (Incl. Carbonate & Bicarbonate), Chloride, Fluoride, Nitrate, pH,
Sodium Adsorption Ratio, Sulfate, Total Dissolved Solids (Est.),
Total Hardness, Calcium, Iron, Magnesium, Sodium..... **\$115.00**

Irrigation Suitability

Alkalinity (Incl. Carbonate & Bicarbonate), Ammonia Nitrogen, Chloride, Nitrate, pH, Phosphorous-Ortho, Salinity (Electrical Conductivity), Total Hardness, Sodium Adsorption Ratio, Sulfate, Boron, Calcium, Copper, Iron, Magnesium, Potassium, Sodium..... **\$120.00**

Complete Nutrient Analysis—(For Irrigation Suitability)

Alkalinity (Incl. Carbonate & Bicarbonate), Ammonia Nitrogen, Chloride, Nitrate, pH, Phosphate,
Salinity (Electrical Conductivity), Sodium Adsorption Ratio, Sulfate, Total Hardness, Boron, Calcium, Copper, Iron, Magnesium, Manganese, Molybdenum, Potassium, Sodium, Zinc..... **\$132.00**

Bio-solids / Solid Waste

General Chemistry	Method	Unit Price
Conductivity.....	SW-846 9050.....	\$18.00
Cyanide (Distillation)	EPA 9010	\$62.00
Mercury-Total.....	SW-846 7471.....	\$27.00
Nitrogen-Ammonia.....	SM 4500-NH3-C	\$23.00
Nitrogen-Kjeldahl.....	SM 4500-Norg-B.....	\$44.00
Nitrogen-Nitrate	EPA 300.0	\$19.00
Nitrogen-Total	EPA 300.0	\$48.00
pH	SW-846 9045.....	\$13.00
Phosphorus-Total.....	SM 4500-P C.....	\$25.00
Sulfate.....	EPA 300.0	\$24.00
Solids-Total (TS)	SM 2540-G	\$16.00
Solids-Volatile (VS –Includes TS)	SM 2540-E	\$28.00
Total Metals By ICP-MS.....	SW846 6020.....	\$21.00 ea.
Al, Sb, As, Ba, Be, Cd, Cr, Co, Pb, Mn, Mo, Ni, Se, Ag, Tl, V, Zn		
Total Metals By OES.....	SW846 6010.....	\$16.00 ea.
B, Ca, Fe, Mg, K, Na		
RCRA Metals Group	SW 846 6020.....	\$120.00
As, Ba, Cd, Cr, Pb, Hg, Se, Ag		
TCLP Extraction (For Metals)	SW 846 1311	\$70.00
Bio-Solids Analysis for Land Application — EPA 40 CFR-Part 503 Requirements		
Mercury-Total.....	SW-846 7471	
Nitrogen-Ammonia.....	SM 4500-NH3-C	
Nitrogen-Nitrate	EPA 300.0	
Nitrogen-Nitrite	EPA 300.0	
Nitrogen-Organic	Calc	
Nitrogen-TKN	SM 4500-N-org-B	
pH	SW-846 9045	
Phosphorus-Total.....	SM 4500-P-C	
Solids-Total	SM 2540-G	
Solids-Volatile	SM 2540-G	
Metals By ICP-MS.....	SW-846-6020 (As, Cd, Cr, Cu, Pb, Mo, Ni, Se, Zn)	
	Price Per Sample.....	\$225.00
Pathogen Requirements for EPA Part 503		
Fecal Coliform.....	EPA 625 - R-92-0113/ SM 9221-E	
<i>(Samples should be delivered Monday thru Thursday only)</i>		
7 Biosolid Samples.....		\$224.00 - (Add \$5/sample for dewatered sludge)
Single Sample.....		\$42.00 - (Add \$5/sample for dewatered sludge)
S.O.U.R. (Specific Oxygen Uptake Rate)	SM 2710 B(Mod)	
	Price Per Sample.....	\$50.00

**EXHIBIT C
COMPENSATION – PHASE II
DESIGN, BIDDING & CONSTRUCTION ADMINISTRATION**

Once the Phase I damage assessment is complete, which includes cost estimates (including both construction and non-construction costs as defined in the FEMA cost estimating format (CEF)), the Town may authorize Contractor to prepare construction packages. These packages will include several of the Phase I projects as discussed above. Contractor will provide basic engineering services as defined by FEMA, as well as additional special engineering services (project advertisement, bid and award assistance; construction administration/management, materials testing, construction phase water quality sampling, etc.). Engineering fees for the Phase II work will be as follows:

Basic Services – As defined by FEMA, basic services include preliminary engineering/design, final engineering/design, and engineering construction inspections and documentation.

The following percentage-based cost ranges will be used for basic services for several ranges of final project construction costs. The fee for the Phase II Engineering work will be at or below the established FEMA compensation rates. It is anticipated that the required design and construction packages are likely to be considered projects of average complexity based on the anticipated project types included in this proposal. Table 1 below present the rates for six increasingly expensive Project Packages.

Table 1 - Percentage of Construction Cost Reimbursable for Incurred Engineering Basic Services. Basic Services include Design and Construction Services. Per FEMA CEF Curve B, the reimbursable percentage of construction cost decreases as project size increases.

Cost Estimator for Basic Engineering Services		
Construction Cost Range (\$)	Percentage Reimbursable for Basic Engineering Services (%)	Basic Engineering Service Fee Range (\$)
\$50,000 \$ 200,000	13.2	\$ 6,600 \$ 26,400
\$200,000 \$ 500,000	11.9	\$ 23,800 \$ 59,500
\$500,000 \$ 1,000,000	11.1	\$ 55,500 \$ 111,000
\$1,000,000 \$ 5,000,000	9	\$ 90,000 \$ 450,000
\$5,000,000 \$ 10,000,000	8.1	\$ 405,000 \$ 810,000
\$10,000,000 \$ 20,000,000	7.4	\$ 740,000 \$ 1,480,000

The Design and Construction Fees, to be billed at the rates presented in Exhibit B herein, will not exceed the total costs presented in the percentage-based table above.

Special Engineering Services – Includes project advertisement, bid and award assistance, construction administration and management, materials testing, construction phase water quality sampling, etc.

FEMA allows a force account amount allotted to the Town for the administration and construction management services for the Phase II construction work. Should the Town not have the resources to provide their own construction administration, it may direct Contractor to provide these services. These construction administration costs are not known at this stage and can be estimated as each of the construction packages are assembled and issued for bid.

All special engineering services are subject to billing at our standard rates list below. Certain special construction engineering services, such as materials testing and specialty testing/sampling, are not possible to estimate at this time but will be estimated once project scope becomes more defined. Special Engineering Services will be discussed and approved by the Town prior to any work being completed.

It is anticipated that the required design and construction packages are likely to be considered projects of average complexity based on the anticipated project types included in this proposal. Table 2 below present the rates for six increasingly expensive Project Packages.

Table 2 - Percentage of Construction Cost Reimbursable for Force Account Services. Per FEMA CEF Curve B, the reimbursable percentage of construction cost decreases as project size increases.

Cost Estimator for Force Account Services Based on FEMA CEF Curve B		
Construction Cost Range (\$)	Percentage Reimbursable for Basic Engineering Services (%)	Basic Engineering Service Fee Range (\$)
\$50,000 \$ 200,000	10.5	\$ 5,250 \$ 21,000
\$200,000 \$ 500,000	9.5	\$ 19,000 \$ 47,500
\$500,000 \$ 1,000,000	8.8	\$ 44,000 \$ 88,000
\$1,000,000 \$ 5,000,000	7.2	\$ 72,000 \$ 360,000
\$5,000,000 \$ 10,000,000	6.5	\$ 325,000 \$ 650,000
\$10,000,000 \$ 20,000,000	5.9	\$ 590,000 \$ 1,180,000

The construction administration and management services fees provided as assistance to the Town will not exceed the total costs presented in the percentage-based table above.

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Superior (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, Scott A Zurn, as a public contractor under contract with the Town of Superior (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

[Signature]
Signature

MARCH 19th, 2022
Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 18 day of March, 2022, by Scott Zurn as president of Lebel Engineering

My commission expires 06-29-2024

(S E A L)

[Signature]
Notary Public

DAWN MICHELLE MUSSO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164024654
MY COMMISSION EXPIRES 6-29-2024