

## **ADDENDUM**

**Town of Lyons  
DISASTER RECOVERY SERVICES AGREEMENT**

This DISASTER RECOVERY SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of July 2016, by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5<sup>th</sup> Avenue, Lyons, Colorado 80540 (the "Town"), and Front Range Appraisal, LLC c/o James D. Taylor with offices at 1444 South Pratt Parkway, Longmont, Colorado (the "Contractor").

**WITNESSETH**

WHEREAS, the Town requires certain professional services as more fully described in Exhibit A;

WHEREAS, the Town issued a Request for Proposals for the services which are the subject of this Agreement; and

WHEREAS, the time for submittal of proposals has passed, and the Town has evaluated the proposals submitted against previously established criteria; and

WHEREAS, the Town has identified the Contractor as the most qualified responsible bidder; and

WHEREAS, the Contractor represents that it possesses the necessary qualifications to perform these services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

**1.0 SERVICES AND PURPOSE OF AGREEMENT**

1.1 Services. The Town desires to achieve, secure, receive, or obtain certain service(s) or work product(s) as more specifically described in Exhibit A (the "Services"). Exhibit A describes the requirements and deliverables required by this Agreement and is incorporated herein by reference. As an independent contractor, the Contractor offers and agrees to perform and/or deliver the Services in accordance with the terms and conditions of this Agreement. The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

- 1.2 **Town Representative.** The Town assigns [Representative's Name] as the Town Representative for this Agreement. The Town Representative will monitor the Contractor's progress and performance under this Agreement and shall be available to the Contractor to respond to questions, assist in understanding Town policies, procedures, and practices, and supervise the performance of any Town obligations under this Agreement.
- 1.3 **Changes to Services.** Any changes to the Services that are mutually agreed upon between the Town and the Contractor shall be made in a formal writing referencing this Agreement and, only upon execution by both Parties of such formal writing, shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Town or by a person expressly authorized in writing to sign on behalf of the Town. Changes to the Services or to this Agreement shall not be made through oral agreement or electronic mail messages.
- 1.4 **Meeting Attendance.** The Contractor shall attend such meetings of the Town relative to the Scope of Work set forth in Exhibit A as may be requested by the Town. Any requirement made by the named representatives of the Town shall be given with reasonable notice to the Contractor so that a representative may attend.
- 1.5 **Agreement to Comply with Requisite Provisions Based On Funding Source.** If checked below, the Town will pay in whole or in part for the Services rendered hereunder with federal or State based grant funding. Contractor agrees to comply with all provisions set forth in any Attachment as noted and if checked)
  - Attachment A, Federal Emergency Management Agency's ("FEMA") Grant Program Requirements for Procurement Contracts if FEMA funding is used for the Work
  - Attachment B, Colorado Community Development Block Grant Disaster Recovery Program funds (hereinafter referred to as CDBG-DR funds) Requirements for Contracts if CDBG-DR funding is used for the Work
- 1.6 **Lawful Performance.** It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Lyons, Colorado.

## **2.0 COMPENSATION**

- 2.1 **Commencement of and Compensation for Services.** Following execution of this Agreement by the Town, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections. Compensation to be paid hereunder shall not exceed [Written Not to Exceed Amount] Dollars (\$14,000, = \$3,500/Report) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.

- A. **Method of Compensation.** The Contractor shall perform the Services and shall invoice the Town for work performed based on the rates and/or compensation methodology and amounts described in **Exhibit B** subject to the not to exceed amount set forth in this Section. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Scope of Work completed. Progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all material terms of this Agreement and the delivery of all improvements embraced in this Agreement.
- B. Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work or Services as set forth in Exhibit A. The total amount of final payment shall consist of the compensation set forth in paragraph 2.1, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor.
- C. Should work beyond that described in Exhibit A be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies.
- D. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

2.2 **Reimbursable Expenses.** If this Agreement is for lump sum compensation, there shall be no reimbursable expenses. If the Agreement is for compensation based on a time and materials methodology, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

None

Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax deductible business expense)

Printing and Photocopying Related to the Services (billed at actual cost)

Long Distance Telephone Charges Related to the Services

Postage and Delivery Services

Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost

that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

- 2.3 **Increases in Compensation or Reimbursable Expenses.** Any increases or modification to the compensation or reimbursable expenses shall be subject to the approval of the Town and shall be made only by written amendment of this Agreement executed by both Parties.
- 2.4 **Payment Processing.** The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town in accordance with the amendment requirements of this Agreement. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all appropriate measure(s) of Contractor work effort (e.g., task completion, work product delivery, or time) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice. All Town payments for Services rendered pursuant to this Agreement shall be issued in the business name of Contractor only, and in no event shall any such payments be issued to an individual. In no event shall any Town payments to Contractor be in the form of or based upon a salary or an hourly wage rate.
- 2.5 **Town Dispute of Invoice or Invoiced Item(s).** The Town may dispute any Contractor compensation and/or reimbursable expense requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the Town, the Town shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The Town shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the Town disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the Town following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.

### **3.0 CONTRACTOR'S REPRESENTATIONS AND OFFERED PERFORMANCE**

The Contractor offers to perform the Services in accordance with the following Contractor-elected practices and procedures. By this Agreement, the Town accepts such offer and the following are hereby made part of the terms and conditions of this Agreement:

- 3.1 **General.** The Contractor shall become fully acquainted with the available information related to the Services. The Contractor shall affirmatively request from

the Town Representative and the Town such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. The Contractor shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. The Contractor shall provide all of the Services in a timely and professional manner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

3.2 **Independent Contractor.** The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town. This Agreement does not require the Contractor to work exclusively for the Town. This Agreement shall not be interpreted as the Town dictating or directing the Contractor's performance or the time of performance beyond a completion schedule and a range of mutually agreeable work hours, but shall be interpreted as the Contractor's offer and Town acceptance of terms and conditions for performance. The Contractor's business operations shall not be combined with the Town by virtue of this Agreement, and the Town will not provide any training to Contractor, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that the Contractor may require some assistance or direction from the Town in order for the Services to meet the Town's contractual expectations. Any provisions in this Agreement that may appear to grant the Town the right to direct or control Contractor or the Services shall be construed as Town plans or specifications regarding the Services.

3.3 **Liability for Employment-Related Rights and Compensation.** The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. **CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEY'S EARNED OR PAID PURSUANT TO THIS AGREEMENT.** To the maximum extent permitted by law, Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the

Town against any liability for any Employee Benefits for the Contractor imposed on the Town ; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town 's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

- 3.4 **Interaction with Public.** The Contractor recognizes that its conduct during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the Town. Therefore, the Contractor offers and warrants to the Town that the Contractor, its agents and employees will conduct all of their interactions with the citizens and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the Town's public image.
- 3.5 **Subcontractors.** The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in Exhibit A; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.
- 3.6 **Standard of Performance.** In performing the Services, the Contractor warrants that it shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by highly competent members of the same profession practicing in the State of Colorado. The Contractor represents to the Town that the Contractor is, and its employees or sub-contractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Agreement. In addition, the Contractor warrants and represents that it will provide the Services in accordance with more specific standards of performance as are included within Exhibit A. The Contractor represents, covenants and agrees that the Services will be provided to the Town free from any material errors. The Contractor's failure to meet or exceed any of the foregoing standards and warranties may be considered a material breach of this Agreement and may be grounds for termination of the Agreement pursuant to Section 4.0 below, in addition to any other remedies as provided in Section 9.0 below.
- 3.7 **Review of Books and Records.** The Contractor shall promptly comply with any written Town request for the Town or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.

3.8 **Licenses and Permits.** The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

3.9 **Affirmative Action.** The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.10 **Employment of or Contracts with Illegal Aliens.** The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Contractor certifies as of the date of this Agreement that it does not knowingly employ or contract with an illegal alien who will perform work under this contract for Services and that the Contractor will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by such Agreement.

3.11 **Duty to Warn.** The Contractor agrees to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and/or other data supplied to the Contractor (by the Town or by any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a

material way. However, the Contractor shall not independently verify the validity, completeness or accuracy of such information unless included in the Services or otherwise expressly engaged to do so by the Town.

#### **4.0 TERM AND TERMINATION**

- 4.1 **Term.** This Agreement shall be effective on the **Insert Date** day of **20**Year at 12:01 a.m., (the "Effective Date") and shall terminate at the earlier of the date on which all obligations of the parties have been met (to include all Services have been completed) or 11:59 p.m. on **Insert Date**, **20**Year, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Those provisions that survive termination, to include the indemnification obligations and any warranty obligations, shall remain in effect past termination.
- 4.2 **Continuing Services Required.** The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Council, Town Manager, the Town Representative, or other Town employee expressly authorized in writing to direct the Contractor's services.
- 4.3 **Town Unilateral Termination.** This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:
  - A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and
  - B. All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the Town and shall become the property of the Town; and
  - C. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 4.3(A) above. Such final accounting and final invoice shall be delivered to the Town within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town.

4.4 **Termination for Non-Performance.** Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 4.4, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with this Section 4.4, nothing in this Section 4.4 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

4.5 **Unilateral Suspension of Services.** The Town may suspend the Contractor's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.

4.6 **Delivery of Notice of Termination.** Any notice of termination permitted by this Section 4.0 and its subsections shall be addressed to the person signing this Agreement on behalf of either Town or Contractor at the address shown below or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

## 5.0 INSURANCE

5.1 **Insurance Generally.** During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the

Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); or

- The Contractor shall secure and maintain the following ("Required Insurance"):
  - Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
  - Comprehensive General Liability insurance with minimum combined single limits of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.\_\_\_\_\_) each occurrence and of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.\_\_\_\_\_) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
- Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$300,000 Dollars (\$300,000) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
- Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of \$1,000,000 Dollars (\$1,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

5.2 **Additional Requirements for All Policies.** In addition to specific requirements imposed on insurance by this Section 5.0 and its subsections, insurance shall conform to all of the following:

- A. For both Contractor Insurance and Required Insurance, all policies of insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the Town shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any Town-obtained insurance policy or coverage.
- B. For both Contractor Insurance and Required Insurance, the Contractor shall be solely responsible for any deductible losses.
- C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
- D. For Required Insurance, every policy of insurance shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy or in the alternative, the Contractor shall provide such notice as soon as reasonably practicable and in no event less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

5.3 **Failure to Obtain or Maintain Insurance.** The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section 5.0 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town immediately upon demand by the Town, or at the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

5.4 **Insurance Certificates.** Prior to commencement of the Services, the Contractor shall submit to the Town certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 5.0 and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the Project Name as identified on the first page of this Agreement. The Town may request and the Contractor shall provide within three (3) business days of such

request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

## 6.0 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE

- 6.1 Notices of Claim. A Party shall notify the other Party immediately and in writing in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.
- 6.2 Claims Challenging Town Law, Ordinance, Rule, or Policy/Procedure. In the event any claim is asserted by a third-party against the Town and/or the Contractor alleging that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, then:
  - A. The Contractor shall not be entitled to and shall not defend such claim; and
  - B. The Town may, at its sole discretion, elect to defend, not defend, settle, confess, compromise, or otherwise direct the manner in which such claim is addressed; and
  - C. The Contractor shall reasonably cooperate with the Town in any Town defense of such claim although the Contractor shall bear any cost or expense incurred by the Contractor in such cooperation, including but not limited to the Contractor's cost and expense incurred in consultation with its own legal counsel; and
  - D. Only if authorized by law and without waiving the provisions of the Colorado Constitution or the Colorado Governmental Immunity Act, the Town shall indemnify and hold Contractor harmless for any damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of such claim.
- 6.3 Indemnification for Certain Claims. For any claim not within the scope of Section 6.2 above, Contractor expressly agrees to indemnify and hold harmless the Town, and any of its council members, board members, commissioners, officials, officers, agents, Contractors, attorneys, or employees from any and all damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any intentional, reckless, negligent or tortious conduct, error, omission, or act of commission by Contractor or any of its employees, agents, or others acting on Contractor's behalf in performance of the Services. Nothing in this Agreement shall be construed as

constituting a covenant, promise, or agreement by the Contractor to indemnify or hold the Town, its elected officials, board members, commissioners, officials, officers, agents, contractors, attorneys, or employees harmless for any negligence solely attributable to the Town, its elected officials, boards, commissions, officials, officers, agents, Contractors, attorneys, or employees. The Contractor's obligation to indemnify pursuant to this Section shall survive the completion of the Services and shall survive the termination of this Agreement.

#### **6.4 Defense of Claims.**

- A. **Claims Against Both the Town and Contractor.** In the event any claim is asserted by a third-party against both the Town and Contractor arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Town shall be entitled to elect to defend such claim on behalf of both the Town and Contractor subject to the provisions governing indemnification set forth in this Section. In the event that the Town elects to defend such claim, the Town shall consult with Contractor in such defense but the Town is entitled to exercise its independent discretion in the manner of defense, including but not limited to the selection of litigation counsel and the discretion to settle, confess, compromise, or otherwise direct and dispose of any claim. In the event that the Town elects to defend such claim, Contractor may at its own cost and expense elect to assume the defense of Contractor, in which case Contractor shall bear its own attorneys' fees, costs, and expenses in such defense and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.
- B. **Claims Against Only One Party.** In the event of any claim asserted by a third-party against only one Party to this Agreement arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Party shall be entitled to elect to defend such claim on behalf of such Party subject to the provisions governing indemnification set forth in this Section. Where appropriate, the defending Party may also elect to join the other Party through third-party practice or otherwise in accordance with the Colorado Rules of Civil Procedure or other applicable rules, in which case the joined Party may defend such claim subject to indemnification pursuant to this Section. In the event that a Party elects to intervene voluntarily in any claim asserted against the other Party arising out of any Party's performance of the Services or any claim that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, the intervening Party shall bear its own attorneys' fees, costs, and expenses in such intervention and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

### **7.0 RECORDS AND OWNERSHIP OF DOCUMENTS**

- 7.1 **Retention and Open Records Act Compliance.** All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in

accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

- 7.2 Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.
- 7.3 Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Lyons upon delivery and shall not be made subject to any copyright unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or Town contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.
- 7.4 Return of Records to Town. At the Town's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

## **8.0 FORCE MAJEURE**

Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics,

quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

#### **9.0 REMEDIES**

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

- A. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
- B. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- C. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town ; and/or
- D. Terminate this Agreement in accordance with this Agreement; and/or
- E.  Other remedies as may be provided by attached addendum or addenda.

The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

#### **10.0 MISCELLANEOUS PROVISIONS**

- 10.1 **No Waiver of Rights.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Council or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- 10.2 **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular,

governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

- 10.3 **Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 10.3 shall not authorize assignment.
- 10.4 **No Third-party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 10.5 **Article X, Section 20/TABOR.** The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Centennial, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.
- 10.6 **Governing Law, Venue, and Enforcement.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Boulder County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.
- 10.7 **Survival of Terms and Conditions.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

10.8 **Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Contractor without the express written consent of the Town. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the Town through the authorizing agent executing this Agreement. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

10.9 **Interpretation and Mutual Negotiation.** It is the intent of the Parties that this Agreement shall in all instances be interpreted to reflect the Contractor's status as an independent contractor with the Town and that in no event shall this Agreement be interpreted as establishing an employment relationship between the Town and either Contractor or Contractor's employees, agents, or representatives. The Parties agree that this Agreement is the result of mutual negotiation between the Parties and that the Agreement shall not be construed against the Town on grounds relating to drafting, revision, review, or recommendation by any agent or representative of the Town. The Parties further agree that all warranties in this Agreement are made by the Contractor to induce the Town to accept the Contractor's offer to enter into this Agreement and have been incorporated into the Agreement at the Contractor's request.

10.10 **Paragraph Captions.** The captions of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

10.11 **Agreement Controls.** In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

10.12 **Integration and Amendment.** This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the Town and the Contractor.

10.13 **Severability.** Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

10.14 **Incorporation of Exhibits.** Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any

incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

10.15 **Notices.** Unless otherwise specifically required by a provision of this Agreement, any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

**If to the Town:**

**If to Contractor:**

Town Administrator Lyons Town Hall PO Box 49 432 5th Ave, Lyons, CO 80540	Contractor's Name Contractor's Address
With Copy to: Town Attorney Widner Michow & Cox LLP 13133 E. Arapahoe Road, Suite 100 Centennial, Colorado 80112	With Copy to:

10.16 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

## **11.0 ATTACHMENTS**

The following are attached to this Agreement for reference:

- Contractor's Certificate(s) of Insurance
- Contractor Proof of Professional Licensing
- Other, Certificate of Good Standing

## **12.0 AUTHORITY**

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Town of Lyons and the Contractor and bind their respective entities.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS

**THIS AGREEMENT** is executed and made effective as provided above.

**TOWN OF LYONS, COLORADO:**

Approval by Town Board of Trustees

Not Required

By:

\_\_\_\_\_  
Mayor or Mayor Pro Tem

Approval by Town Administrator

Not Required

By:

\_\_\_\_\_  
Victoria Simonsen, Town Administrator

**ATTEST:**

\_\_\_\_\_  
Debra K. Anthony Town Clerk

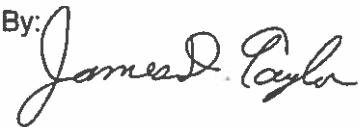
**APPROVED AS TO FORM (Excluding  
Exhibits)**

Not Required

\_\_\_\_\_  
For Town Attorney's Office

**CONTRACTOR:**

By:



Printed name: James D. Taylor

Its: Front Range Appraisal, LLC

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STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing Disaster Recovery Services Agreement was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015, by \_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

---

\_\_\_\_\_  
Notary Public

**(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))**

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**EXHIBIT A**  
**SCOPE OF SERVICES**

**Commercial Appraisals**

The Town of Lyons is requesting appraisal services for the following four commercial sites:

1. Longmont Water Treatment Plant Site – two adjacent properties (north of highway and south of highway)

South Site – 4652 Ute HWY, Parcel #120320100009, 3.33 acres  
North Site – 4651 Ute HWY, Parcel #120320100013, 6.45 acres

2. Vasquez Site – two adjacent properties

4170 Ute HWY, Parcel #120320200018, .42 acre  
4168 Ute HWY

3. Gwynne Property – one property

4602 Highland Dr., Parcel #120320100018, 3.8 acres

4. McCain Property – one property

431 4<sup>th</sup> Ave., Parcel #120318416011

These appraisals will be in a narrative format and will reflect the current market value "AS IS". The intended use of these appraisals is for the potential purchase of properties for residential and commercial uses. Two sites (Vasquez and McCain) have been previously annexed and are currently within the Town Limits of Lyons. The remaining two sites (Longmont Water Treatment Plant and Gwynne) are currently in the jurisdiction of Boulder County. If purchased, these two sites would need to be annexed into the Town.

The anticipated timeline for completion of the appraisals is as follows:

September 1 – Longmont Water Treatment Plant Site

September 15 – Vasquez Site

October 15 – Gwynne and McCain Properties

**EXHIBIT B**  
**COMPENSATION**

1. Longmont Water Treatment Plant Site – two adjacent properties (north of highway and south of highway)

South Site – 4652 Ute HWY, Parcel #120320100009, 3.33 acres  
North Site – 4651 Ute HWY, Parcel #120320100013, 6.45 acres

Fee: \$3,500

2. Vasquez Site – two adjacent properties

4170 Ute HWY, Parcel #120320200018, .42 acre  
4168 Ute HWY

Fee: \$3,500

3. Gwynne Property – one property

4602 Highland Dr., Parcel #120320100018, 3.8 acres

Fee: \$3,500

4. McCain Property – one property

431 4<sup>th</sup> Ave., Parcel #120318416011

Fee: \$3,500

**ATTACHMENT B**  
**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY**  
**(“CDBG-DR”) FUNDS PROGRAM REQUIREMENTS**

The work or services under the contract with the Town of Lyons (“Town”) to which this Attachment B is attached (“Agreement”) is/are funded in whole or in part through State of Colorado Community Development Block Grant Disaster Recovery Program (“CDBG-DR”) funds, which require compliance with all the provisions contained in this Attachment B to the Agreement and all other applicable Federal and State laws and regulations. The provisions below are incorporated into and made part of the Agreement. If the Agreement is between the Town and the “Consultant,” the term “Contractor” as used herein shall mean the “Consultant.”

**1.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

**2.0 AGREEMENT TO EXECUTE OTHER REQUIRED DOCUMENTS:** Contractor and all subcontractors, by entering into the Agreement, understand and agree that funding for the Work is provided under federal and/or state programs with specific contracting requirements. To the extent any such requirement is not otherwise set forth herein, Contractor agrees to execute such amendments or further agreements as may be necessary to ensure that the Town funding for the Work is provided.

**3.0 NOTICE OF STATE AND FEDERAL REPORTING REQUIREMENTS AND REGULATIONS:** The work or services funded under the Agreement are funded in whole or in part through State of Colorado Community Development Block Grant Disaster Recovery Program (“CDBG-DR”) funds, which require compliance with certain financial, payroll, employment and performance reporting provisions, to include without limitation the regulations set forth in 24 CFR Part 570, the Community Development Block Grant (CDBG) Program Regulations. It is important that the Contractor is aware of these reporting requirements, as the Town may require and the Contractor agrees to provide all information, documentation, and other reporting in order to satisfy reporting requirements to the State of Colorado which, in turn, will enable the State of Colorado to satisfy federal reporting requirements. Failure of Contractor or any subcontractor or subconsultant to provide required data or information to ensure compliance with these reporting requirements is a material breach of the Agreement.

**4.0 RECORDS AND RETENTION:** The Contractor agrees to maintain such records and follow such procedures as may be required under the CDBG-DR Program and any such procedures as the Town may prescribe. In general, such records will include information pertaining to the Agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to the Agreement and work or services performed thereunder shall be retained by the Contractor for a period of three years after final audit of the Town’s CDBG-DR project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Town shall request a longer period of record retention.

**5.0 ACCESS TO RECORDS AND SITE WHERE APPROPRIATE:** The Town and other authorized representatives of the state and federal government shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor agrees to provide the Town, the State of Colorado, the federal agencies with interest in the Agreement or any of the activities undertaken pursuant thereto, or their authorized representatives access to construction or other work sites, if any, pertaining to the work being completed under this Agreement.

**6.0 AUDIT:** The Town, the State Auditor, and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG-DR project and the Agreement, by whatever legal and reasonable means are deemed expedient by the Town, the State Auditor and HUD.

**7.0 COMPLIANCE WITH LAWS AND INDEMNIFICATION:** The Agreement is funded in

whole or in part with CDBG funds through the Town's Community Development Block Grant Program as administered by the Colorado Division of Local Government, Department of Local Affairs and/or with funds administered by the Division of Homeland Security and Emergency Management in the Department of Public Safety. Contractor shall comply with those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe, whether or not herein recited. The Contractor shall comply with all applicable laws, ordinances and codes of the state and local government. Contractor shall indemnify and hold the Town, its officials, agents, and employees, harmless with respect to any damages arising or alleged to arise from any act performed by Contractor or which should have been performed by Contractor tort in performing any of the obligations under the Agreement.

**8.0 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:** Contractor shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person shall, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**9.0 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:** Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**10.0 AGE DISCRIMINATION ACT OF 1975, AS AMENDED:** Contractor shall comply with the Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

**11.0 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:** Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that No otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

**12.0 AMERICANS WITH DISABILITIES ACT OF 1990:** Contractor or Consultant shall comply with Public Law 101-336, Americans with Disabilities Act of 1990 which provides, subject to such Act, that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

**13.0 SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968 COMPLIANCE:**

1. The work or services to be performed or provided under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, which requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
2. Contractor shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD and CTED issued thereunder prior to the execution of this Agreement. Both the Town and the Contractor certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
3. Contractor will send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of their commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. Contractor will include this Section 3 clause in every subcontract for work in connection with the Agreement and will, at the direction of the Town, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. Contractor or Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and CTED issued hereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project contemplated by the Agreement. Failure to fulfill these requirements may subject the Town, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**14.0 PROTECTION OF LIVES AND HEALTH:** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Town may determine to be reasonably necessary.

**15.0 INTEREST OF MEMBERS OF OR DELEGATE TO CONGRESS:** No members of or Delegate to Congress shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

**16.0 OTHER PROHIBITED INTERESTS:** No official of the Town who is authorized in such capacity and on behalf of the Town to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, if for construction, shall become directly or indirectly interested personally in the Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Town who is authorized in such capacity and on behalf of the Town to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, if for construction, shall become directly or indirectly interested personally in the Agreement or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

**17.0 ARCHITECTURAL BARRIERS:** All design specifications for the construction of any building or residence shall provide access to the physically handicapped in accordance with the Architectural Barriers Act of 1968; the American With Disabilities Act of 1990 (28 CFR Part 36), and Colorado Revise Statute, CRS 9-5-101 to 112.

**18.0 GOVERNMENT-WIDE RESTRICTION ON LOBBYING:** CDBG funds shall not be used to influence or attempt to influence federal officials. Disclosure forms must be filed when non-CDBG funds are used for such purposes. Certification of compliance by the state to include the certification language in grant awards it makes to units of general local government is required at all tiers and the Town and Contractor, if required, shall certify accordingly as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**19.0 EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:** No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered in this Agreement.

**20.0 COPELAND ANTI-KICKBACK ACT (44 C.F.R. SECTION 13.36(i)(4)):**

(a) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(b) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause in subparagraph (1) above and such other clauses as the Town, or the State may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

(c) Breach. A breach of the subparagraph contract clauses (1) or (2) above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **21.0 PUBLIC CONTRACT FOR SERVICES – EMPLOYMENT ELIGIBILITY**

**VERIFICATION:** In accordance with C.R.S. 8-17.5-101 and 102, the Contractor certifies through execution of this Agreement that it will not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(a) The Contractor will participate in the E-Verify Program, the employment verification program established by the Colorado Department of Labor and Employment, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) The Contractor shall notify the owner and the Colorado Department of Labor and Employment of its participation in the employment verification program.

(c) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or use either the E-Verify Program or Colorado Department of Labor and Employment verification program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

(d) If the Contractor obtains actual knowledge that a subcontractor knowingly employs or contracts with an illegal alien, the Contractor is required to:

- (1) Notify the subcontractor and the Department of Local Affairs within three days of obtaining actual knowledge of the employment or contract with an illegal alien.
- (2) Terminate the subcontract if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien unless, during such three days, the subcontractor provides information that it did not knowingly employ or contract with an illegal alien.
- (3) Comply with any reasonable request by the Colorado Department of Labor and Employment in the course of an investigation pursuant to authority established pursuant to C.R.S. §8-17.5-102(5)(a).

(e) The Department of Local Affairs or the Owner may terminate this Agreement for any violation of this provision and the Contractor shall be liable for actual and consequential damages to the Department of Local Affairs and the Owner.

## **22.0 QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS:**

All questions arising under this Agreement which relate to the application or interpretation of (a) the Copeland Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred through the Town and to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Agreement.

**23.0 SUBCONTRACTS:** The Contractor will insert or cause to be included in any subcontract covering any of the work or services covered by this Agreement the Federal Labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development or Colorado Department of Local Affairs may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

**24.0 CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS:** (Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000). During the performance of this Agreement, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Town, the following:

(a) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(c) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the EPA List of Violating Facilities.

(d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in Paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

**25.0 EMPLOYMENT PRACTICES:** The Contractor (1) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be inserted the same provision in each construction subcontract.

**26.0 EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will 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.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the portion of the sentence immediately preceding subparagraph (1) and the provisions of subparagraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will 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 a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

**27.0 SUBCONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS:** The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) 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;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

**28.0 BREACH OF FEDERAL LABOR STANDARDS PROVISIONS; CONTRACT TERMINATION; DEBARMENT:** Contractor shall comply with the Federal Labor Standards provisions contained in Section 35.0. A breach of Section 23.0, this Section and/or any of the Federal Labor Standards Provisions attached hereto or as may be in effect, may be grounds for termination of the Agreement, and for debarment as provided in 29 CFR 5.6. In addition to the causes for termination of this Agreement as herein elsewhere set forth, the Town reserves the right to terminate this Agreement if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Agreement shall breach any of the Federal Labor Standards Provisions.

**29.0 CLAIMS AND DISPUTES PERTAINING TO WAGE RATES:** Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Agreement shall be promptly reported by the Contractor in writing to the Town for referral to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

**30.0 PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS:** In accordance with the Federal Labor Standards set forth in Section        hereof, Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Town. The Contractor shall submit weekly to the Town certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations and all other requirements of the Federal Labor Standards Provisions set forth in Section 35.0 of this Attachment. The Town requires that payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Agreement shall be maintained during the course of the work and preserved for a period of 5 years thereafter. Such payrolls and basic payroll records shall contain the information required by Federal Labor Standards provisions.

**31.0 SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES:** The transporting of materials and supplies to or from the site of the Project or Program to which this Agreement pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Agreement pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Agreement, and without limiting the generality of the foregoing provisions of this Agreement, be deemed to be work to which the Federal Labor Standards Provisions are applicable.

**32.0 DAVIS BACON/PREVAILING WAGES:** Contractor/Subcontractor is responsible for determining the applicable prevailing wage requirements pertaining to Contractor/Subcontractor's Work and will strictly comply with the requirements. Contractor/Subcontractor will keep complete and accurate records containing the name, address, the occupational title or titles for the work performed, the rate of pay, daily and weekly hours worked for each occupational title, deductions made, and actual wages paid for work performed by each worker. Unless provided with specific documentations, Subcontractor will submit a Statement of Compliance, and a reasonable number of certified copies of current payroll records on the forms required with each request for payment. Receipt of the information will be a condition precedent to making any payments to the Subcontractor.

**33.0 UNDERPAYMENT OF WAGES OR SALARIES:** In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Agreement, the Town, in addition to such other rights as may be afforded it under the Agreement shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Town may consider necessary to pay such laborers or mechanics the full amount of ages required by this Agreement. The amount so withheld may be disbursed by the Town for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

**34.0 SUSPENSION AND DEBARMENT:** This Section applies if this Agreement/Contract or any subcontract awarded hereunder is for a "covered transaction" to include:

(a) This Contract or any subcontract awarded hereunder is awarded in the amount of at least \$25,000, or

(b) This Contract or any subcontract awarded hereunder requires the approval of a federal agency, regardless of amount.

A. If this Contract or any subcontract awarded hereunder is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the Contractor is required to verify that none of the Contractor or any subcontractor as the case may be, its principals (defined at 2 C.F.R. § 180.995), or its 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). By signing this Agreement, the Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- (2) have not within a five-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and
- (3) have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under public transaction, or (b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Colorado and the Town), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

## **35.0 FEDERAL LABOR STANDARDS PROVISIONS**

### **U.S. Department of Housing and Urban Development**

#### **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, 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 CFR 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 the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, 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, except as provided in 29 CFR 5.5(a)(4). 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 employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide

fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** 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, the 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.

**(iv)** If the contractor does not make payments to a trustee or other third person, the 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 the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime 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 the 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, all or part of the wages required by the contract, HUD or its designee may, after written notice to the 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (I) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three 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 Section I(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 CFR 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 Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which 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. Contractors employing apprentices or trainees under approved programs 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(II) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 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 need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from

the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the 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 subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract 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 29 CFR Part 3;

(3) 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 contract.

(c) 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" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the 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 CFR 5.12.

**4. Apprentices and Trainees.**

(i) **Apprentices.** 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 the 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 a 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 the 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, the 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.

(ii) **Trainees.** Except as provided in 29 CFR 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 Previous editions are obsolete

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the 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, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is 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 one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such

territory), 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 subparagraph (1) of this paragraph, 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 the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Accepted by Contractor on  
July 20, 2016

By:  
James D. Taylor

Title: Owner, Front Range Appraisal, LLC

Accepted by Town of Lyons on  
\_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Title

**ATTACHMENT A**

**FEDERAL EMERGENCY MANAGEMENT AGENCY'S ("FEMA")  
GRANT PROGRAM REQUIREMENTS FOR PROCUREMENT CONTRACTS**

The work or services under the contract to which this Attachment A is attached ("Agreement") are funded in whole or in part through a grant from the Federal Emergency Management Agency's Grant Program which requires compliance with all the provisions contained in this Attachment to the Agreement and all other applicable Federal and State laws and regulations. If the Agreement is between the Town and the "Consultant," the term "Contractor" as used herein shall mean the "Consultant." The provisions below are incorporated into and made part of the Agreement.

**1.0 PERFORMANCE AND PAYMENT BONDS (44 C.F.R. § 13.36(H)(2) AND (3)):** Contractor must provide both a performance bond and a payment bond acceptable to the Town, each for one hundred percent (100%) of the Contract Price. Bonds are not required for professional service contracts.

**2.0 EQUAL EMPLOYMENT OPPORTUNITY:** If this Agreement is for compensation in excess of \$10,000.00 (Contract Price > \$10,000), during the performance of this Agreement, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will 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.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding subparagraph (1) and the provisions of subparagraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will 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 a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

**3.0 COPELAND ANTI-KICKBACK ACT (44 C.F.R. SECTION 13.36(i)(4)):**

A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause in subparagraph (1) above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

C. Breach. A breach of the subparagraph contract clauses (1) or (2) above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**4.0 COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** If this Agreement is for compensation in an amount greater than \$100,000.00 (Contract Price > \$100,000), the following shall apply:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 paragraph (1) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- C. Withholding for unpaid wages and liquidated damages. 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 the Contractor or subcontractor under any such contract or any other Federal contract with the same prime 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 as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this section.

## **5.0 NOTICE OF STATE AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REPORTING REQUIREMENTS AND REGULATIONS:**

- A. General. The Town is using Public Assistance grant funding awarded by FEMA to the State of Colorado and/or the Town to pay, in whole or in part, for the costs incurred under this Agreement. As a condition of Public Assistance funding under major disaster declaration FEMA-DR-4145, FEMA requires the State and thus the Town to provide various financial and performance reporting.
  - (1) It is important that the Contractor is aware of these reporting requirements, as the Town may require and the Contractor agrees to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the State of Colorado which, in turn, will enable the State of Colorado to satisfy reporting requirements to FEMA.
  - (2) Failure of the State of Colorado to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of federal financial assistance awarded to fund this Contract.
- B. Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
  - (1) 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
  - (2) 44 C.F.R. § 13.41 (Financial Reporting)
  - (3) 44 C.F.R. § 13.50(b) (Reports)
  - (4) 44 C.F.R. § 206.204(f) (Progress Reports)
  - (5) FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedure (Dec. 2013)
  - (6) FEMA-State (or Tribal) Agreement

C. **Financial Reporting.** The State of Colorado is required to submit to the following financial reports to FEMA:

- (1) **Initial Report.** An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-DR-4145.
- (2) **Quarterly Reports.** Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
- (3) **Final Report.** A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.

D. **Performance Reporting.** The State of Colorado is required to submit to the following financial reports to FEMA:

- (1) **Initial Report.** An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-DR-4145.
- (2) **Quarterly Reports.** Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
- (3) **Final Report.** A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

**6.0 ACCESS TO RECORDS:** The following access to records requirements apply to this Agreement:

- A. The Contractor agrees to provide the Town, the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the Town, the State, the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

**7.0 RETENTION OF RECORDS:** The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Town, the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

**8.0      CLEAN AIR ACT:** If this Agreement is for compensation in excess of \$100,000.00 (Contract Price > \$100,000):

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to 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 Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

**9.0      FEDERAL WATER POLLUTION CONTROL ACT:** If this Contract is for compensation in excess of \$100,000.00 (Contract Price > \$100,000):

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. Contractor agrees to 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 Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

**10.0      ENERGY CONSERVATION:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**11.0      SUSPENSION AND DEBARMENT:** This Section applies if this Agreement/Contract or any subcontract awarded hereunder is for a "covered transaction" to include:

- (a) This Contract or any subcontract awarded hereunder is awarded in the amount of at least \$25,000, or
- (b) This Contract or any subcontract awarded hereunder requires the approval of FEMA, regardless of amount.

A. If this Contract or any subcontract awarded hereunder is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the Contractor is required to verify that none of the Contractor or any subcontractor as the case may be, its principals (defined at 2 C.F.R. § 180.995), or its 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). By signing this Agreement, the Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- (2) have not within a five-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and

(3) have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under public transaction, or (b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Colorado and the Town), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

**12.0 AMERICANS WITH DISABILITIES ACT:** The Contractor shall be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

**13.0 DAVIS BACON/PREVAILING WAGES: Check the Applicable Provision Below:**

Contractor/subcontractor is responsible for complying with the Davis Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented by Department of Labor regulations at 29 CFR pt.5, determining the applicable prevailing wage requirements pertaining to Contractor/Subcontractor's Work, and will strictly comply with the requirements. Contractor/Subcontractor will keep complete and accurate records containing the name, address, the occupational title or titles for the work performed, the rate of pay, daily and weekly hours worked for each occupational title, deductions made, and actual wages paid for work performed by each worker. Subcontractor will submit the required compliance form and a reasonable number of certified copies of current payroll records on the proper form. Receipt of the information will be a condition precedent to making any payments to the Contractor/Subcontractor.

**OR**

Davis-Bacon Act wage rates as determined by the U.S. Department of Labor shall not apply for the construction of this project. (Stafford Act does not require Davis-Bacon Wage Act compliance if the Work is funded only with FEMA emergency funding.)

**14.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not

inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

**15.0 AGREEMENT TO EXECUTE OTHER REQUIRED DOCUMENTS:** Contractor and all subcontractors, by entering into the Agreement, understand and agree that funding for the Work is provided under federal and/or state programs with specific contracting requirements. To the extent any such requirement is not otherwise set forth herein, Contractor agrees to execute such amendments or further agreements as may be necessary to ensure that the Town funding for the Work is provided.

**16.0 CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS:** The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. 44 CFR§13.36 (e) Procurement, (vi) Requiring the prime contractor, if subcontractors are to be let, to take the affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.

Accepted by Contractor on  
July 20, 2016

By:  
James Taylor

Title: Owner, Front Range Appraisal, LLC

Accepted by Town of Lyons on  
\_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Title

**EXHIBIT A**

**Scope of Work – Commercial Appraisals**

The Town of Lyons is requesting appraisal services for the following four commercial sites:

1. Longmont Water Treatment Plant Site – two adjacent properties (north of highway and south of highway)

South Site – 4652 Ute HWY, Parcel #120320100009, 3.33 acres

North Site – 4651 Ute HWY, Parcel #120320100013, 6.45 acres

2. Vasquez Site – two adjacent properties

4170 Ute HWY, Parcel #120320200018, .42 acre

4168 Ute HWY

3. Gwynne Property – one property

4602 Highland Dr., Parcel #120320100018, 3.8 acres

4. McCain Property – one property

431 4<sup>th</sup> Ave., Parcel #120318416011

These appraisals will be in a narrative format and will reflect the current market value "AS IS". The intended use of these appraisals is for the potential purchase of properties for residential and commercial uses. Two sites (Vasquez and McCain) have been previously annexed and are currently within the Town Limits of Lyons. The remaining two sites (Longmont Water Treatment Plant and Gwynne) are currently in the jurisdiction of Boulder County. If purchased, these two sites would need to be annexed into the Town.

The anticipated timeline for completion of the appraisals is as follows:

September 1 – Longmont Water Treatment Plant Site

September 15 – Vasquez Site

October 15 – Gwynne and McCain Properties



## Property Report for Account R0084874

Today's Date: 8/12/2016

No picture

Property Address:	4651 UTE RD
City:	UNINCORPORATED
Owner:	CITY OF LONGMONT
Parcel Number:	120320100013
Mailing Address:	350 KIMBARK ST
City, State, Zip:	LONGMONT CO, 80501-5500
Sec-Town-Range:	20 -3N -70
Subdivision:	TR, NBR 901 NEDERLAND AREA
Jurisdiction:	undefined
Legal Description:	TRACTS 2264A 2267A2 2272 20-3N-70 HYDRO PLANT ETC
Square Feet:	281,033
Acres:	6.45



## Assessment Report for Account R0084874

Today's Date: 8/12/2016

**Account**

Account Number: R0084874  
Parcel Number: 120320100013  
Tax Area: 002875  
No. of Improvements: 0  
Site Address: 4651 UTE RD  
Neighborhood: MOUNTAINS

## Deeds

Deed#	Sale Date	Recorded	Sale Price
90822965	8/3/1966	8/3/1966	\$0.00
90820797	7/12/1966	7/12/1966	\$0.00
90820796	7/12/1966	7/12/1966	\$0.00

## Total Account Value

	Actual	Assessed
Total:	52200	15138
Structure:	0	0
Land:	52200	15138
X-Features:	0	0
MillLevy:	94.578	

## Improvements



## Sales Report for Account R0084874

Today's Date: 8/12/2016

### No Comparables Available

This property has no comparables. This may be because this is a commercial, industrial, tax-exempt, agricultural, or mixed-use property, or vacant residential land, or a new account.



## Zoning Report for Account R0084874

**Today's Date: 8/12/2016**

Address:	4651 UTE RD UNINCORPORATED
Parcel Number:	120320100013
Zoning:	A
Wind Load:	126
Snow Load:	30

### Land Use Department Permits and Dockets

LS-13-0141	LONGMONT TREATMENT PLANTS BOUNDARY SURVEY, LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 20-3N-70, 120320100013, 120320100009, 120320100001, 120320100000
BLD-13-0045	
BP-99-0337	CHEMICAL STORAGE BUILDING
BP-98-0955	CONCRETE STORAGE BASIN TO REPLACE EARTH BERM
BP-94-1951	GAS FIRED BOILER
BP-92-1779	ENCLOSING BELT FILTER PRESS
BP-92-1603	CHANGEOUT 2 50000 BTU HEATERS
BP-91-0698	INSTALL WINDOWS IN BLOCK WALL
BP-90-0710	POLE BARN FOR SOLIDS HANDLING
BP-89-0814	ELECTRICAL/N.WATER TREAT.PL.
BP-88-0516	ADD DATA TRANSMISSION ANTENNA
BP-87-0278	VALVES-FLOW MTR
BP-87-0241	ELEC UT.BLDG

BP-81- BACKWASH RECYCLE SYSTEM  
0655

BP-65- OFFICE & SHELTER  
8345

BP-82- MAINTENACE BLDG  
1233



## Floodplain Report for Account R0084874

**Today's Date: 8/12/2016**

### Floodplain Information

Address: 4651 UTE RD UNINCORPORATED  
Parcel Number: 120320100013  
Flood Zone: X  
Floodway: No  
FIRM Map Num: 08013C0253J



## Survey Report for Account 120320100013

**Today's Date: 8/12/2016**

### Surveys specific to property

Survey Number: LS-13-0141   
Survey Date: 7/9/2013  
Surveyor: Richard England

Firm: England Surveying

STRQ: 20-3N-70

Description:

LONGMONT TREATMENT PLANTS BOUNDARY SURVEY, LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 20-3N-70, 120320100013, 120320100009, 120320100001, 120320100000

The following documents have been found:

Document Title
LS-13-0141



## Elections Report for Account R0084874

Today's Date: 8/12/2016

Address: 4651 UTE RD UNINCORPORATED

Parcel Number: 120320100013

Precinct: 2181107918

US Congressional District: 2

State Senate: 18

StateHouse: 11

County Commissioner: 2



## Property Report for Account R0084876

Today's Date: 8/12/2016

No picture

Property Address: 4652 UTE RD  
City: UNINCORPORATED  
Owner: CITY OF LONGMONT  
Parcel Number: 120320100009  
Mailing Address: 350 KIMBARK ST  
City, State, Zip: LONGMONT CO, 80501-5500  
Sec-Town-Range: 20 -3N -70  
Subdivision: TR, NBR 901 NEDERLAND AREA  
Jurisdiction: Unincorporated  
Legal Description: TRACTS 2259 & 2260 A HYDRO PLANT ETC 20-3N-70 3.43 ACS  
Square Feet: 145,182  
Acres: 3.33



## Assessment Report for Account R0084876

Today's Date: 8/12/2016

**Account**

Account Number: R0084876  
Parcel Number: 120320100009  
Tax Area: 002875  
No. of Improvements: 0  
Site Address: 4652 UTE RD  
Neighborhood: MOUNTAINS

## Deeds

Deed#	Sale Date	Recorded	Sale Price
593716	5/21/1957	5/21/1957	\$0.00

## Total Account Value

	Actual	Assessed
Total:	343000	99470
Structure:	0	0
Land:	343000	99470
X-Features:	0	0
Mill Levy:	94.578	

## Improvements



## Sales Report for Account R0084876

Today's Date: 8/12/2016

### No Comparables Available

This property has no comparables. This may be because this is a commercial, industrial, tax-exempt, agricultural, or mixed-use property, or vacant residential land, or a new account.



## Zoning Report for Account R0084876

**Today's Date: 8/12/2016**

Address:	4652 UTE RD UNINCORPORATED
Parcel Number:	120320100009
Zoning:	A
Wind Load:	126
Snow Load:	30

### Land Use Department Permits and Dockets

LS-13-0141	LONGMONT TREATMENT PLANTS BOUNDARY SURVEY, LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 20-3N-70, 120320100013, 120320100009, 120320100001, 120320100000
BP-99-1963	INSTALL 100K BTU HEATER IN TANK ROOM
BP-99-0440	INSTALL FURNACE & A/C
BP-98-0691	ADD OFFICE SPACE & STORAGE-INTERNAL (EXPIRED)
BP-97-0537	REPLACE FURNACE
SPR-96-055	Site Plan Review for construction of a 1500 sq. ft. storage building
BP-96-0252	METAL STORAGE BUILDING
BP-89-0812	ELECTRICAL/SO. WATER TREAT.PL.
BP-88-1367	CHEMICAL STORAGE TANK BUILDING
BP-88-0515	ADD DATA TRANSMISSION ANTENNA
BP-87-0242	UTILITY BLDG

SU-71-600 Request for approval of improvement to a Water Treatment Plant in the Commercial Zoning District in accordance with Section XV (Uses Permitted by Special Review) of the Boulder County Zoning Resolution. The proposed improvement to the water treatment plant would be located on the south side of State Hwy 66, a 1/4 mile East of the Foothills Hwy (see microfiche SU-71-0600)

SU-67-358 Sedimentation pond in Commercial Zoning District

BP-72-15003 WATER FILTER PLANT

BP-67-9737 WATER TREATMENT PLANT



## Floodplain Report for Account R0084876

Today's Date: 8/12/2016

### Floodplain Information

Address: 4652 UTE RD UNINCORPORATED  
Parcel Number:  
Flood Zone:  
Floodway:  
FIRM Map Num:



## Survey Report for Account 120320100009

Today's Date: 8/12/2016

**Surveys specific to property**

Survey Number: LS-13-0141   
Survey Date: 7/9/2013  
Surveyor: Richard England  
Firm: England Surveying  
STRQ: 20 -3N -70  
Description:

LONGMONT TREATMENT PLANTS BOUNDARY SURVEY, LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 20-3N-70, 120320100013, 120320100009, 120320100001, 120320100000

**The following documents have been found:**

Document Title
LS-13-0141



## Elections Report for Account R0084876

**Today's Date: 8/12/2016**

Address: 4652 UTE RD UNINCORPORATED  
Parcel Number: 120320100009  
Precinct: 2181107704  
US Congressional District: 2  
State Senate: 18  
State House: 11  
County Commissioner: 2

# STATE OF COLORADO

John W. Hickenlooper, Governor  
Christopher E. Urbina, MD, MPH  
Executive Director and Chief Medical Officer

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S.      Laboratory Services Division  
Denver, Colorado 80246-1530      8100 Lowry Blvd.  
Phone (303) 692-2000      Denver, Colorado 80230-6928  
Located in Glendale, Colorado      (303) 692-3090  
<http://www.cdphe.state.co.us>



Colorado Department  
of Public Health  
and Environment

May 19, 2016

Mr. Larry Wyeno  
City of Longmont  
350 Kimbark Road  
Longmont, CO 80501

RE: No Action Determination for 4651 and 4652 Ute Highway, Longmont, CO

Dear Mr. Wyeno:

A No Action Petition (the Petition) was submitted on behalf of the City of Longmont (the Applicant) to the Colorado Department of Public Health and Environment (the Department) pursuant to C.R.S. 25-16-307(2) of the Colorado Voluntary Cleanup and Redevelopment Act. The Petition was submitted for the applicant's property identified in the Petition and listed here generally as, 4651 and 4652 Ute Highway, in Longmont, CO ("the property").

The Department conducted a review of the environmental data collected on the above-referenced property. Based on this review and pursuant to C.R.S. 25-16-307(2), the Department approves the applicant's Petition and makes the following determinations:

- 1) The environmental assessment submitted by the applicant and performed by qualified environmental professionals indicates that there is no evidence of contamination released into the environment present from the applicant's present operations on the property, which exceeds applicable promulgated state standards or which poses an unacceptable risk to human health and the environment beyond the property boundaries.

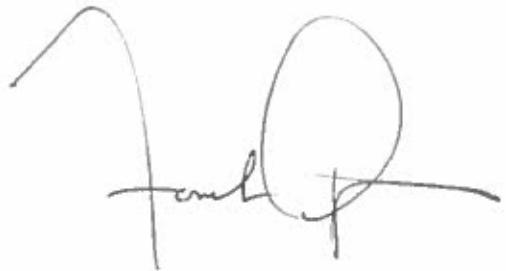
Based on the information provided by the applicant concerning property identified in the Petition and listed here generally as, 4651 and 4652 Ute Highway, in Longmont, CO, it is the opinion of the Colorado Department of Public Health and Environment that no further action is required to assure that this property, when used for the purposes identified in the No Action Petition (Commercial/Residential/Light Industrial), is protective of existing and proposed uses and does not pose an unacceptable risk to human health or the environment at the site.

Mr. Wyeno  
May 19, 2016  
Page 2

The approval of the applicant's Petition by the Department applies only to conditions on the property and state standards that exist as of the time of submission of the Petition. In addition, this approval applies only for the land use specified in the application, which is Commercial/Residential/Light Industrial. This approval shall be considered void if it is determined that materially misleading information has been submitted by the applicant. Nothing in this letter shall be construed to limit the Department's authority to take actions under existing statutes as necessary, should new information come to the attention of the Department.

If you have any questions, please contact me at (303) 692-3411.

Sincerely,

A handwritten signature in black ink, appearing to read "Fonda J. Apostolopoulos".

Fonda Apostolopoulos  
Voluntary Cleanup Program

File: RV160411-1



## **BUDGET BID PROPOSAL**

DATE: May 23, 2007  
TO: Weaver General Construction  
ATTN: Bud Burns  
PROJECT: Longmont Water Filtration Plant  
SCOPE: Division 2 - Site & Structural Demolition

*Various plans dated over the last 70 years.*

*No specifications or soils report.*

*Site visited.*

*Budget proposal only.*

## **GENERAL SITE CONDITIONS**

### **MOBILIZATION INCLUSIONS:**

- Single equipment mobilization for mass demolition/earthwork operations.
- City demolition permits as required.
- General utility disconnects and removal to property line. This does not include yard pipe removals.

**MOBILIZATION BID: \$30,000.00**

### **EARTHWORK INCLUSIONS:**

- Excavation to expose foundation elements and 4' below existing grade including backfill for the following structures:
  - South side
  - Parts building
  - Valve pump house building
  - Concrete holding basin
  - Partially dirt-filled holding tank
  - Concrete pipe vault
  - Overflow channel around main filter building
  - Main water basin
  - Valve vault (to creek)
  - Old water basin (far west side)
  - Pump house

- Two concrete vaults
- Concrete access pit
- Pipe house
- Main filter building with new addition
- Rough site grading to level disturbed areas
- North side
- Retaining wall east of filter building
- Two pump station vault
- Solids handling facility
- Two vent vaults
- Flocculation basin
- Filter building
- Rough site grading to level disturbed areas

**EARTHWORK BID: \$63,000.00**

**LAGOON GRADING INCLUSIONS:**

- Grading lagoon berms down to grade and site cuts to fill for lagoon open basins

**LAGOON GRADING BID: \$30,000.00**

**YARD PIPE INCLUSIONS:**

- Excavation, removal and disposal of yard pipes/utilities up to 4' below grade. Bid does not include any yard pipe/utility disconnects or capping.

**YARD PIPE REMOVAL BID: \$25,000.00**

**SOUTH SIDE DEMOLITION**

*All following sections include the labor, materials, equipment supervision and support to demolish and remove each item listed. This includes landfill hauloff of above ground structures and debris in their entirety. All concrete foundation elements (footers, grade beams, caissons, SOG, twin tees) and site concrete will be processed to 18" minus and placed onsite in basins or basements. All below grade structures and basins interiors will be cleared of pipes debris and perforated for drainage.*

**BUILDING DEMOLITION INCLUSIONS:**

- Valve house and basement
- Parts building and basement
- Metal garage building
- Pipe house and below grade vault
- Storage tank building at grade including tanks
- Pump house
- Main filter building and filter bays
- New 4 story addition to main filter building including elevator

**SOUTH SIDE BUILDING DEMO BID: \$63,000.00**

**BASINS/VAULTS/FIXTURES/STRUCTURES INCLUSIONS:**

- Metal stand tank and base
- Dirt filled concrete tank
- Concrete "float" basin
- Pipe vault
- Overflow channel (around south side of main building)
- Main water basin
- Two concrete valve vault
- Old water basin
- Pipe vault
- Access pit
- Crane dock
- Loading dock at main building

**BASINS AND VAULTS BID: \$18,000.00**

**SITE DEMOLITION INCLUSIONS:**

- Concrete pads, slabs, sidewalks, curbs, and docks
- Asphalt paving including road north of fenced area
- Visible miscellaneous site debris
- Site trees and bushes in way of demo operations

**BASINS AND VAULTS BID: \$20,000.00**

## **NORTH SIDE DEMOLITION**

*All following sections include the labor, materials, equipment supervision and support to demolish and remove each item listed. This includes landfill hauloff of above ground structures and debris in their entirety. ALL concrete foundation elements (footers, grade beams, caissons, SOG, twin tees) and site concrete will be processed to 18" minus and placed onsite in basins or basements. All below grade structures and basins interiors will be cleared of pipes debris and perforated for drainage.*

### **BUILDING DEMOLITION INCLUSIONS:**

- Metal maintenance building
- Chemical garage building with existing tanks
- Solids handling facility building with attached basin
- Chemical building
- Main filter building

**NORTH SIDE BUILDING DEMO BID: \$85,000.00**

### **BASINS/VAULTS/FIXTURES/STRUCTURES INCLUSIONS:**

- Concrete retaining wall east of filter building
- Two pump station vault
- Influent diversion box
- Basin overflow structure
- Drying bed
- West side truck dock
- Two vent vaults
- Flocculation basin

**BASINS AND VAULTS BID: \$35,000.00**

### **SITE DEMOLITION INCLUSIONS:**

- Concrete pads, slabs, sidewalks, curbs, and docks
- Asphalt paving including roads north of fenced area
- Visible miscellaneous site debris
- Site trees and bushes in way of demo operations

**BASINS AND VAULTS BID: \$30,000.00**

## GRAND TOTAL BID: \$399,000.00

### QUALIFICATIONS:

- Bid assumes building will be completely free of asbestos or any other toxic, hazardous, contaminated materials. Bid does not include the handling or removal of toxic, hazardous or contaminated materials. No abatement or environmental testing included. No removal of light ballast, chemical barrels, or unclean tanks.
- ALL demolition operation will be 4' below EXISTING grade only, including utilities and pipes. Foundations, basements and/or caisson will only be removed to 4' depth only; anything lower will be left in place.
- ALL site concrete will be sized to minus 18" and buried onsite in basins or basements. This includes foundation of all buildings and structures, sidewalks, concrete paving, slabs, etc.
- It is further understood that some masonry block and brick may be buried with the site concrete.
- Bid assumes that buildings will be free from furniture, temporary improvements and non-permanent fixtures.
- No solids or biomass removal from lagoons.
- Bid assumes that the drying bed is 12: asphalt, not 12" concrete or combination of the two.
- No import or export of dirt materials to/from site.
- No earthwork or pad preparation for future improvements.
- Bid assumes beam and footer foundations. Any caissons will be broken off 4' below grade and left in place.
- Bid does include general utility disconnects for buildings, but does not include capping yard pipes or removal of any pipes below 4' existing grade.
- Bid does not include perimeter fence, trees or landscaping demolition. Landscaping will only be demolished if it's in the way of demolition operations. No protection of items to remain.
- Salvaged items are ours unless claimed by owner. No reinstallation of salvaged items.
- Erosion control is not included in this bid proposal.

### EXCLUSIONS:

Bonds-Utility excavation-Frost Protection-Dewatering/drainage ditches-Traffic control/barricades-Asbestos abatement/testing-Removal of frost, mud, snow-Damage to existing improvements by construction traffic access-Soil stabilization-Shoring/bracing-Hazardous, contaminated, or toxic material abatement or removal-Relocation of salvaged items-Erosion control-Fence installation/demo-Construction Fencing-Import or export of dirt materials-Separation sawcuts-Demolition survey/notification-Future improvements.

Thank you for the opportunity to enter this proposal. Please call me with any questions.

Regards,

Edward A. Kubly  
Vice President

## 4-102 Agricultural (A) District

- A. Purpose: Rural areas where conservation of agricultural resources is of major value, and where residential development compatible with agricultural uses is allowed.
- B. Principal Uses Permitted
  - 1. Agri-business Uses (see 4-501)
    - a. Agricultural Products Processing and Storage (S)
    - b. Commercial Feed Yard (S)
    - c. Commercial Nursery
    - d. Custom Meat or Poultry Processing Facility (S)(I)
    - e. Keeping of Nondomestic Animals (S)
  - 2. Agricultural Uses (see 4-502)
    - a. Equestrian Center
    - b. Farm Store (I)
    - c. Intensive Agricultural Uses
    - d. Open Agricultural Uses
    - e. Seasonal Farm Stand (I)
  - 3. Commercial/Business Service Uses (see 4-503)
    - a. Kennel
  - 4. Community Uses (see 4-504)
    - a. Adaptive Reuse of a Historic Landmark (I)
    - b. Camp (I/S)
    - c. Cemetery (S)
    - d. Church
    - e. Education Facility (S)
    - f. Membership Club (S)
    - g. Reception Halls and Community Meeting Facilities (S)
    - h. Use of Community Significance (I)
  - 5. Forestry Uses (see 4-505)
    - a. Forestry
    - b. Forestry Processing and Sort Yard (I)
  - 6. Industrial Uses (see 4-506)
    - a. Composting Facility (S)
    - b. Sawmill (S)
    - c. Solid Waste Disposal Site and Facility (S)
    - d. Solid Waste Transfer Facility (S)
  - 7. Lodging Uses (see 4-507)
    - a. Bed and Breakfast (I)
    - b. Campground (S)
    - c. Resort Lodge, Conference Center, or Guest Ranch (legally existing as of April 20, 2004) (S)
    - d. Short-Term Dwelling Rental (I)
  - 8. Mining Uses (see 4-508)
    - a. Limited Impact Open Mining (I)
    - b. Oil and Gas Operations
    - c. Open Mining (S)
    - d. Subsurface Mining (S)
    - e. Subsurface Mining of Uranium (S)
  - 9. Office Uses (see 4-509)
    - None Permitted

10. Recreation Uses (see 4-510)
  - a. Golf Course (S)
  - b. Livery or Horse Rental Operation (S)
  - c. Outdoor Recreation, for day use (S)
  - d. Outdoor Recreation, for night use (S)
  - e. Park and/or Playfield, for day use
  - f. Park and/or Playfield, for night use (S)
  - g. Public Recreation Center (S)
11. Residential Uses (see 4-511)
  - a. Group Care or Foster Home (S)
  - b. Single Family Dwelling
12. Retail and Personal Service Uses (see 4-512)
  - a. Day Care Center (S)
  - b. Recycling Collection Center, Small (I)
  - c. Veterinary Clinic, with outdoor holding facilities
  - d. Veterinary Clinic, without outdoor holding facilities
13. Transportation Uses (see 4-513)
  - a. Airport (S)
  - b. Heliport (S)
  - c. Helistop (S)
  - d. Park and Ride Facility (S)
14. Utility and Public Service Uses (see 4-514)
  - a. Central Office Building of a Telecommunication Company (R)
  - b. Community Cistern (I)
  - c. Fire Barn (I)
  - d. Fire Station (S)
  - e. Large Solar Energy System (S)
  - f. Major Facility of a Public Utility (R) (S) (L)
  - g. Medium Solar Energy System or Solar Garden (S)
  - h. Public or Quasi-public Facility other than Listed (S)
  - i. Public Safety Telecommunication Facility (I)
  - j. Sewage or Water Transmission Line (R) (L)
  - k. Sewage Treatment Facility (R) (S) (L)
  - l. Small Solar Energy System or Solar Garden (SPR) (I)
  - m. Small Wind-Powered Energy System
  - n. Telecommunications Facility, existing structure meeting height requirements
  - o. Telecommunications Facility, new structure or not meeting height requirements (S)
  - p. Utility Service Facility
  - q. Water Reservoir (R) (S) (L)
  - r. Water Tank and Treatment Facility (R) (S) (L)
15. Warehouse Uses (see 4-515)  
None Permitted

**C. Accessory Uses Permitted (see 4-516)**

1. Accessory Agricultural Sales
2. Accessory Agricultural Structure
3. Accessory Beekeeping
4. Accessory Chicken Keeping
5. Temporary Accessory Community Meeting Facility
6. Accessory Concrete or Asphalt Batch Plant (S)
7. Accessory Dwelling (I)
8. Accessory Farm Stand (I)
9. Accessory Horse Keeping
10. Accessory Outside Storage
11. Accessory Solar Energy System
12. Accessory Structure
13. Demonstration Farm, or Farm Camp(I)
14. Farm Events (I)
15. Grading of more than 500 Cubic Yards (I)
16. Home Events
17. Home Occupation
18. Household Pets
19. Noncommercial Telecommunication Site, one structure which meets setback and height requirements
20. Noncommercial Telecommunication Site, multiple structures and/or not meeting setback or height requirements (I)
21. Small Wind-Powered Energy System, Roof-Mounted

**D. Temporary Uses Permitted (see 4-517)**

1. Emergency Noncommercial Telecommunication Site (A)
2. Garage Sales or Occasional Sales
3. Group Gathering / Special Events (A)
4. Temporary Batch Plant (A)
5. Temporary Construction or Sales Office (A)
6. Temporary Dwelling Unit (A)
7. Temporary Fireworks Stand (I)
8. Temporary Special Use (nonconforming use under Section 4-1004(A)(2)) (S)
9. Temporary Weather Device Tower

**E. Lot, Building, and Structure Requirements**

1. Minimum lot size...35 acres
2. Minimum setbacks
  - a. Front yard...35 feet
  - b. Side yard...7 feet
  - c. Rear Yard...15 feet
  - d. From an irrigation ditch...50 feet from the centerline of the ditch. This requirement only affects structures built after October 10, 1996. The setback may -with County concurrence- be reduced in accordance with a letter from the applicable ditch company establishing a different setback, but in any event shall not be less than 20 feet from the ditch centerline.
  - e. Supplementary requirements may apply, refer to Article 7-1400.
3. Maximum building height
  - a. Residential structures:
    - (i) On subdivided land with a final plat approved by the County prior to August 29, 1994, 35 feet unless a lower height was approved through the platting process.
    - (ii) On any other land, 30 feet unless, through a subdivided land approval or Site Plan Review approval, a lower or higher height is permitted due to the unique characteristics of the particular site; in no event, however, shall any residential structure exceed 35 feet.
  - b. 50 feet for nonresidential structures

# 4720 Ute Hwy, Longmont, CO 80503-9127, Boulder County

## Multiple Building Property Summary



3	1,208	227,347	\$1,125,000
Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
2	1945	SFR	05/12/2016

Baths	Yr Built	Type	Sale Date
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### Owner Information

Owner Name (Last, First):	Blue Mountain Inc	Tax Billing Zip:	80503
Tax Billing Address:	4720 Ute Hwy	Tax Billing Zip+4:	9127
Tax Billing City & State:	Longmont, CO	Owner Occupied:	Yes

### Location Information

School District:	805370	Township:	03N
School District Name:	St Vrain Valley Re 1j	Range:	70
Subdivision:	Lyons Area	Section:	21
Census Tract:	136.01	County Use Code:	1 Family Resid
Carrier Route:	R003	Situs Zip Code:	80503
Zoning:	T	Flood Zone Code:	X
Township:	Lyons	Flood Zone Panel:	08013C0255J
Township Range Sect:	3N-70-21	Flood Zone Date:	12/18/2012

### Tax Information

Realist Tax ID:	R0080922	Total Actual Value:	\$280,100
Realist Alt APN:	1203210-00-036	Total Assessed Value:	\$35,110
Realist PIN:	R0080922	Land Assessment:	\$141,500
Tax Year:	2015	Improved Assessment:	\$138,600
Taxes:	\$3,107	Market Value:	\$280,100
Assessment Year:	2015	% Improved:	49%
Legal Description:	SW 1/4 NW 1/4 5.13 OF BURLINGTON RR 21-3N-70 SPLIT TO ID 141893 1867319 11/05/98 BO CO CONSERVATION EASEMENT		

### Assessment & Tax

Assessment Year	2016 - Preliminary	2015	2014	2013
Assessed Value Change \$	\$ 4,786	\$3,844	-\$8,776	
Assessed Value Change %	13.63%	12.29%	-21.92%	
Market Value - Total	\$318,300	\$280,100	\$243,700	\$312,200
Market Value - Land	\$160,800	\$141,500	\$105,400	\$135,000
Market Value - Improved	\$157,500	\$138,600	\$138,300	\$177,200

Total Tax	Tax Year	Change (\$)	Change (%)
\$3,397	2013		
\$2,832	2014	-\$564	-16.61%
\$3,107	2015	\$275	9.7%

### Characteristics

Land Use:	SFR	Bedrooms:	3
Finished Sq Ft:	1,208	Total Baths:	2

Courtesy of James D Taylor, INFORMATION AND REAL ESTATE SERVICES LLC

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### Property Detail

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Page 1 of 4

Total Main SqFt:	<b>520</b>	Full Baths:	<b>2</b>
Gross Area:	<b>1,208</b>	Heat Type:	<b>Wall Furnace</b>
Lot Acres:	<b>5.2192</b>	Porch:	<b>Porch</b>
Lot Area:	<b>227,347</b>	Construction:	<b>Frame</b>
Style:	<b>Ranch</b>	Interior Wall:	<b>Drywall</b>
Stories:	<b>1</b>	Exterior:	<b>Frame Wood</b>
Condition:	<b>Fair</b>	Year Built:	<b>1945</b>
Quality:	<b>Fair</b>	Effective Year Built:	<b>1945</b>
Total Rooms:	<b>5</b>	Above Gnd Sq Ft:	<b>920</b>

## Features

Building Description	Building Size
Ppo	234

## Last Market Sale & Sales History

Recording Date	<b>05/18/2016</b>	Seller:	<b>Phillips Frances A</b>
Settle Date:	<b>05/12/2016</b>	Price Per Square Feet:	<b>\$1,222.83</b>
Sale Price:	<b>\$1,125,000</b>	1st Mortgage Amount/Type:	<b>\$600,000/Private Party</b>
Document Number:	<b>3518710</b>	1st Mortgage Interest Rate/Type:	<b>5.250/Fixed Rate Loan</b>
Deed Type:	<b>Warranty Deed</b>	Title Company:	<b>North American Title</b>
Owner Name (Last, First):	<b>Blue Mountain Inc</b>		
<b>Recording Date</b>	<b>05/18/2016</b>	<b>00/2006</b>	<b>01/25/1999</b>
<b>Sale Price</b>	<b>\$1,125,000</b>		<b>\$200,000</b>
<b>Buyer Name</b>	<b>Blue Mountain Inc</b>	<b>Owner Record</b>	<b>Phillips Robert &amp; Frances A</b>
<b>Buyer Name 2</b>			<b>Phillips Frances A</b>
<b>Seller Name</b>	<b>Phillips Frances A</b>	<b>Owner Record</b>	<b>Bullock Leroy</b>
<b>Document Number</b>	<b>3518710</b>	<b>2765478</b>	<b>1897475</b>
<b>Document Type</b>	<b>Warranty Deed</b>	<b>Deed (Reg)</b>	<b>Personal Representative's Deed</b>
<b>Recording Date</b>	<b>08/03/1959</b>		<b>11/05/1998</b>
<b>Sale Price</b>			<b>\$18,580</b>
<b>Buyer Name</b>			<b>County Of Boulder</b>
<b>Buyer Name 2</b>			<b>County Of Boulder</b>
<b>Seller Name</b>			
<b>Document Number</b>	<b>636615</b>		
<b>Document Type</b>	<b>Quit Claim Deed</b>		

## Mortgage History

<b>Mortgage Date</b>	<b>05/18/2016</b>
<b>Mortgage Amount</b>	<b>\$600,000</b>
<b>Mortgage Code</b>	<b>Private Party Lender</b>

Courtesy of James D Taylor, INFORMATION AND REAL ESTATE SERVICES LLC

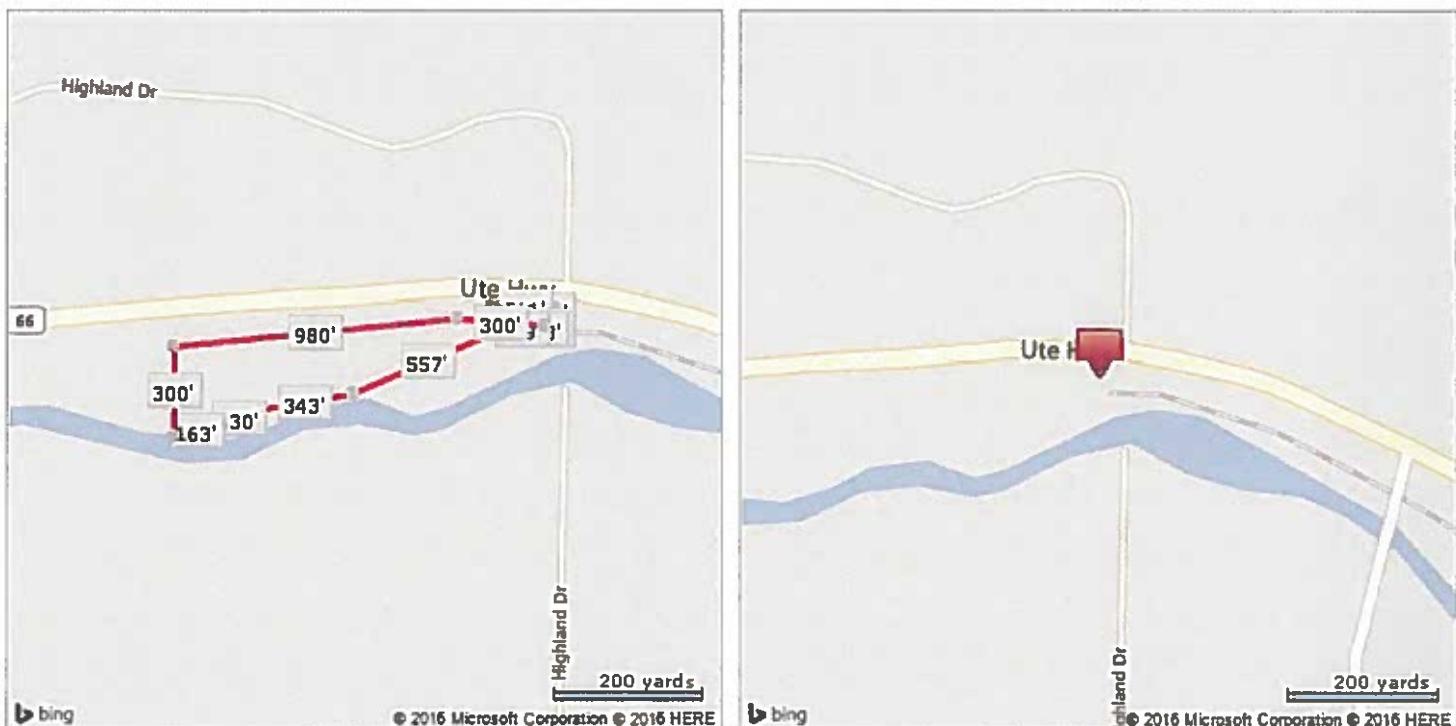
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**Property Detail**

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Page 2 of 4

## Property Map



\*Lot Dimensions are Estimated

### Building 1 of 3

#### Characteristics

Land Use:	<b>SFR</b>	Bedrooms:	<b>2</b>
Finished Sq Ft:	<b>520</b>	Full Baths:	<b>1</b>
Total Main SqFt:	<b>520</b>	Heat Type:	<b>Wall Furnace</b>
Gross Area:	<b>1,208</b>	Porch:	<b>Porch</b>
Lot Acres:	<b>5.2192</b>	Construction:	<b>Frame</b>
Lot Area:	<b>227,347</b>	Interior Wall:	<b>Drywall</b>
Style:	<b>Ranch</b>	Exterior:	<b>Frame Wood</b>
Stories:	<b>1</b>	Year Built:	<b>1945</b>
Condition:	<b>Fair</b>	Effective Year Built:	<b>1945</b>
Quality:	<b>Fair</b>	Above Gnd Sq Ft:	<b>520</b>
Total Rooms:	<b>3</b>		

#### Features

Building Description	Building Size
Ppo	234

### Building 2 of 3

#### Characteristics

Land Use:	<b>SFR</b>	Bedrooms:	<b>1</b>
Finished Sq Ft:	<b>400</b>	Full Baths:	<b>1</b>
Total Main SqFt:	<b>400</b>	Heat Type:	<b>Wall Furnace</b>
Gross Area:	<b>1,208</b>	Porch:	<b>Porch</b>
Lot Acres:	<b>5.2192</b>	Construction:	<b>Frame</b>
Lot Area:	<b>227,347</b>	Interior Wall:	<b>Wood Panel</b>
Style:	<b>Ranch</b>	Exterior:	<b>Frame Wood</b>
Stories:	<b>1</b>	Year Built:	<b>1965</b>
Condition:	<b>Fair</b>	Effective Year Built:	<b>1965</b>

Courtesy of James D Taylor, INFORMATION AND REAL ESTATE SERVICES LLC

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## Property Detail

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Page 3 of 4

Quality:	<b>Fair</b>	Above Gnd Sq Ft:	<b>400</b>
Total Rooms:	<b>2</b>		

## Features

---

Building Description	Building Size
Ppo	<b>36</b>

## Building 3 of 3

## Characteristics

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Land Use:	<b>SFR</b>	Lot Acres:	<b>5.2192</b>
Finished Sq Ft:	<b>288</b>	Lot Area:	<b>227,347</b>
Gross Area:	<b>1,208</b>	Porch:	<b>Porch</b>

## Features

---

Building Description	Building Size
Ppo	<b>234</b>

# 9255 Ogallala Rd, Longmont, CO 80503, Boulder County



N/A	N/A	312,336	\$450,000	Expired Listing
Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price	
N/A	N/A	AGR LND	03/27/2015	
Baths	Yr Built	Type	Sale Date	

## Owner Information

Owner Name (Last, First):	Scribner Robert	Tax Billing Zip+4:	9047
Owner Name 2:	Scribner Lynn	Owner Occupied:	No
Tax Billing City & State:	Longmont, CO	Owner Last Name:	Scribner
Tax Billing Zip:	80503	Spouse First Name:	Lynn

## Location Information

School District:	805370	Township:	02N
School District Name:	St Vrain Valley Re 1j	Range:	69
Subdivision:	Foothills East	Section:	20
Census Tract:	132.05	County Use Code:	Agricultural Irrig
Carrier Route:	R017	Situs Zip Code:	80503
Zoning:	A	Flood Zone Code:	X
Township:	Longmont	Flood Zone Panel:	08013C0407J
Township Range Sect:	2N-69-20	Flood Zone Date:	12/18/2012

## Tax Information

Realist Tax ID:	R0511050	Total Actual Value:	\$8,274
Realist Alt APN:	1315200-00-058	Total Assessed Value:	\$2,399
Realist PIN:	R0511050	Land Assessment:	\$8,274
Tax Year:	2015	Market Value:	\$8,274
Taxes:	\$215	Tax Area:	2790
Assessment Year:	2015		
Legal Description:	PARCEL 2 - TOTAL 7AC M/L SW1/4 NE1/4 20-2N-69		

## Assessment & Tax

Assessment Year	2016 - Preliminary	2015	2014	2013
Assessed Value Change \$	\$0	\$676	\$0	
Assessed Value Change %	0%	39.23%	0%	
Market Value - Total	\$8,274	\$8,274	\$5,943	\$5,943
Market Value - Land	\$8,274	\$8,274	\$5,943	\$5,943
Total Tax	Tax Year	Change (\$)	Change (%)	
\$158	2013			
\$157	2014	-\$1	-0.37%	
\$215	2015	\$57	36.21%	

## Characteristics

Land Use:	Agricultural Land	Lot Area:	312,336
Lot Acres:	7.1702		

## Listing Information

MLS Listing Number:	688934	Current Listing Price:	\$475,000
MLS Status:	Expired		

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## Property Detail

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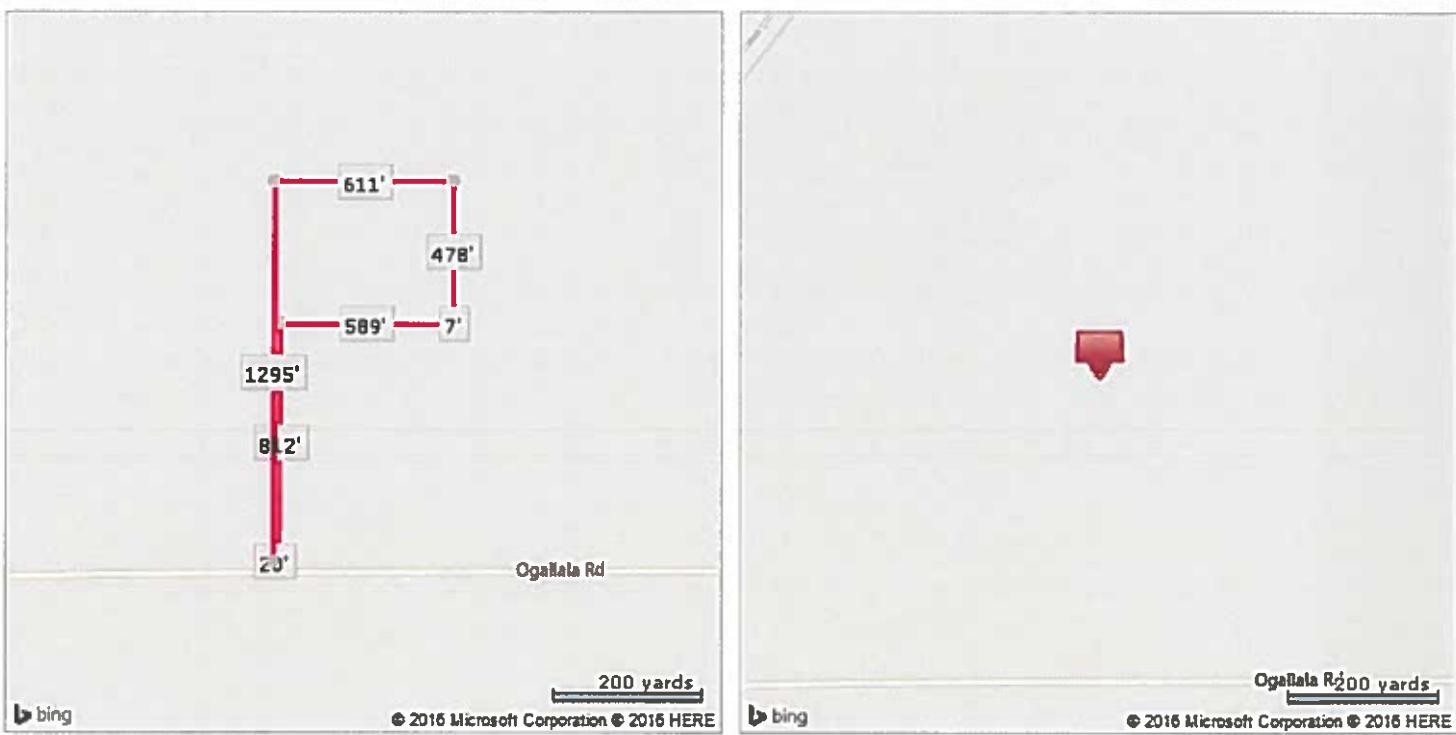
Page 1 of 2

MLS Listing #	560088
MLS Status	Expired

## Last Market Sale & Sales History

Recording Date:	04/16/2015	Owner Name (Last, First):	Scribner Robert
Settle Date:	03/27/2015	Owner Name 2:	Scribner Lynn
Sale Price:	\$450,000	Seller:	McKinster Edna E Trust
Document Number:	3439951	Title Company:	Stewart Title
Deed Type:	Warranty Deed		
<b>Recording Date</b>	04/16/2015		03/06/2006
<b>Sale Price</b>	\$450,000		
<b>Nominal</b>		Y	
<b>Buyer Name</b>	Scribner Robert & Lynn		McKinster Edna E Trust
<b>Buyer Name 2</b>	Scribner Lynn		
<b>Seller Name</b>	McKinster Edna E Trust		McKinster Edna E Trust
<b>Document Number</b>	3439951		2760679
<b>Document Type</b>	Warranty Deed		Quit Claim Deed

## Property Map



\*Lot Dimensions are Estimated

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**Property Detail**

Generated on 08/31/2016

Page 2 of 2

# 4358 Hygiene Rd, Longmont, CO 80503-9164, Boulder County



1	1,566	451,998	\$560,000
MLS Beds	Bldg Sq Ft	Lot Sq Ft	MLS Sale Price
1	N/A	AGR-NEC	05/30/2013

MLS Baths Yr Built Type MLS Sale Date

## Owner Information

Owner Name (Last, First):	Retzloff Oliver	Tax Billing Zip+4:	9164
Tax Billing Address:	4358 Hygiene Rd	Owner Occupied:	Yes
Tax Billing City & State:	Longmont, CO	Owner Last Name:	Retzloff
Tax Billing Zip:	80503		

## Location Information

School District:	805370	Township:	03N
School District Name:	St Vrain Valley Re 1j	Range:	70
Subdivision:	Foothills East	Section:	32
Census Tract:	132.02	County Use Code:	Meadow Hay
Carrier Route:	R003	Situs Zip Code:	80503
Zoning:	A	Flood Zone Code:	X
Township:	Mountain	Flood Zone Panel:	08013C0265J
Township Range Sect:	3N-70-32	Flood Zone Date:	12/18/2012

## Tax Information

Realist Tax ID:	R0505228	Total Assessed Value:	\$16,006
Realist Alt APN:	1203320-00-016	Land Assessment:	\$5,100
Realist PIN:	R0505228	Improved Assessment:	\$182,500
Tax Year:	2015	Market Value:	\$187,600
Taxes:	\$1,340	% Improved:	97%
Assessment Year:	2015	Tax Area:	2803
Total Actual Value:	\$187,600		
Legal Description:	10.37AC M/L NE 1/4 32-3N-70		

## Assessment & Tax

Assessment Year	2016 - Preliminary	2015	2014	2013
Assessed Value Change \$	\$0	\$519	\$0	
Assessed Value Change %	0%	3.35%	0%	
Market Value - Total	\$187,600	\$187,600	\$179,500	\$179,500
Market Value - Land	\$5,100	\$5,100	\$5,700	\$5,700
Market Value - Improved	\$182,500	\$182,500	\$173,800	\$173,800
<b>Total Tax</b>	<b>Tax Year</b>	<b>Change (\$)</b>	<b>Change (%)</b>	
\$1,332	2013			
\$1,328	2014	-\$4	-0.31%	
\$1,340	2015	\$12	0.88%	

## Characteristics

Land Use:	Tax: Agricultural (NEC) MLS: Miscellaneous	Total Rooms:	4
Finished Sq Ft:	1,566	Bedrooms:	
Gross Area:	1,566	Total Baths:	1
Lot Acres:	10.3764	MLS Total Baths:	1

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## Property Detail

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Page 1 of 3

Lot Area:	<b>451,998</b>	Full Baths:	<b>1</b>
Stories:	<b>MLS: 2</b>	Porch:	<b>Peo</b>
Condition:	<b>Average</b>	Year Built:	<b>MLS: 1912</b>

## Features

Building Description	Building Size
Pen	128
Ppo	210

## Listing Information

MLS Listing Number:	<b>703305</b>	Closing Date:	<b>05/30/2013</b>
MLS Status:	<b>Sold</b>	Closing Price:	<b>\$560,000</b>
Current Listing Price:	<b>\$560,000</b>		
MLS Listing #	675025	648994	
MLS Status	Expired	Withdrawn	

## Last Market Sale & Sales History

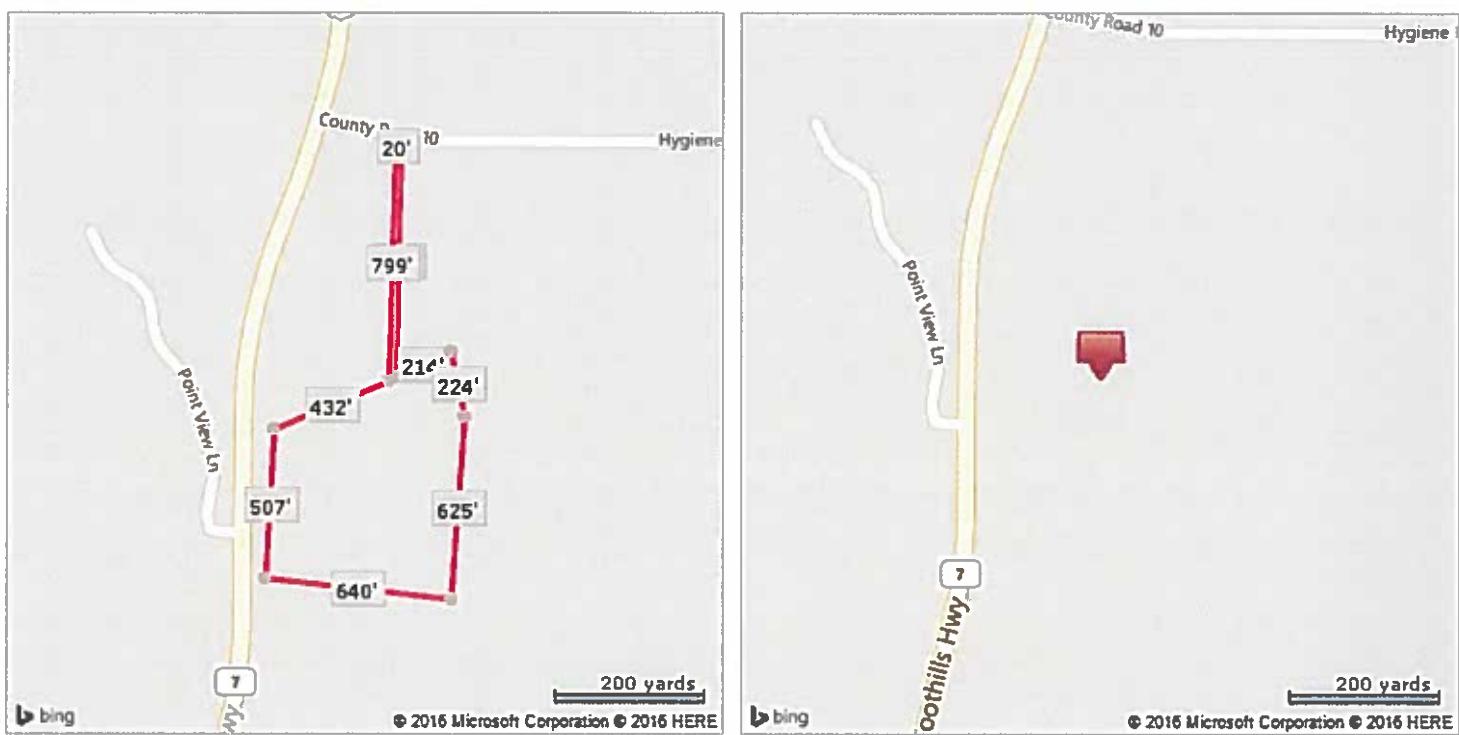
Recording Date:	<b>05/31/2013</b>	Lender:	<b>Great Wstrn Bk</b>
Settle Date:	<b>05/30/2013</b>	1st Mortgage Amount/Type:	<b>\$557,883/</b>
Sale Price:	<b>\$525,000</b>	1st Mortgage Interest Rate/Type:	<b>7.750/</b>
Document Number:	<b>3315817</b>	2nd Mortgage Amount/Type:	<b>\$557,883/</b>
Deed Type:	<b>Warranty Deed</b>	2nd Mortgage Interest Rate/Type:	<b>7.750/</b>
Owner Name (Last, First):	<b>Retzloff Oliver</b>	Title Company:	<b>Other</b>
Seller:	<b>Downing Steven D Trust</b>		

Recording Date	05/31/2013	08/06/2007	02/25/2004	00/2003
Sale Price	\$525,000			
Nominal		Y	Y	
Buyer Name	Retzloff Oliver	Downing Steven D Trust	Hansen Genevieve M E Trust	Owner Record
Seller Name	Downing Steven D Trust	Hansen Genevieve M E Trust	Hansen Genevieve M E Trus	Owner Record
Document Number	3315817	2874258	2560751	2413733
Document Type	Warranty Deed	Quit Claim Deed	Quit Claim Deed	Quit Claim Deed

## Mortgage History

Mortgage Date	05/31/2013	05/31/2013
Mortgage Amount	\$557,883	\$557,883
Mortgage Lender	Great Wstrn Bk	Great Wstrn Bk

## Property Map



Courtesy of James D Taylor, INFORMATION AND REAL ESTATE SERVICES LLC

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**Property Detail**

Generated on 08/31/2016

Page 3 of 3

# 4320 Hygiene Rd, Longmont, CO 80503, Boulder County



N/A	N/A	262,072	\$525,000
Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
N/A	N/A	AGR LND	05/30/2013
Baths	Yr Built	Type	Sale Date

## Owner Information

Owner Name (Last, First):	Retzloff Oliver	Tax Billing Zip+4:	9164
Tax Billing Address:	4358 Hygiene Rd	Owner Occupied:	No
Tax Billing City & State:	Longmont, CO	Owner Last Name:	Retzloff
Tax Billing Zip:	80503		

## Location Information

School District:	805370	Township:	03N
School District Name:	St Vrain Valley Re 1j	Range:	70
Subdivision:	Foothills East	Section:	32
Census Tract:	132.02	County Use Code:	Meadow Hay
Carrier Route:	R003	Situs Zip Code:	80503
Zoning:	A	Flood Zone Code:	X
Township:	Mountain	Flood Zone Panel:	08013C0245J
Township Range Sect:	3N-70-32	Flood Zone Date:	12/18/2012

## Tax Information

Realist Tax ID:	R0506592	Total Actual Value:	\$2,792
Realist Alt APN:	1203320-00-019	Total Assessed Value:	\$810
Realist PIN:	R0506592	Land Assessment:	\$2,792
Tax Year:	2015	Market Value:	\$2,792
Taxes:	\$66	Tax Area:	2803
Assessment Year:	2015		
Legal Description:	5.629 ACS M/L NE 1/4 EAST OF HWY 7 32-3N-70		

## Assessment & Tax

Assessment Year	2016 - Preliminary	2015	2014	2013
Assessed Value Change \$	\$0	-\$81	\$0	
Assessed Value Change %	0%	-9.09%	0%	
Market Value - Total	\$2,792	\$2,792	\$3,074	\$3,074
Market Value - Land	\$2,792	\$2,792	\$3,074	\$3,074
Total Tax	Tax Year	Change (\$)	Change (%)	
\$75	2013			
\$75	2014	-\$0	-0.4%	
\$66	2015	-\$8	-11.23%	

## Characteristics

Land Use:	Agricultural Land	Lot Area:	262,072
Lot Acres:	6.0163		

## Last Market Sale & Sales History

Recording Date:	05/31/2013	Lender:	Great Wstrn Bk
Settle Date:	05/30/2013	1st Mortgage Amount/Type:	\$557,883/

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## Property Detail

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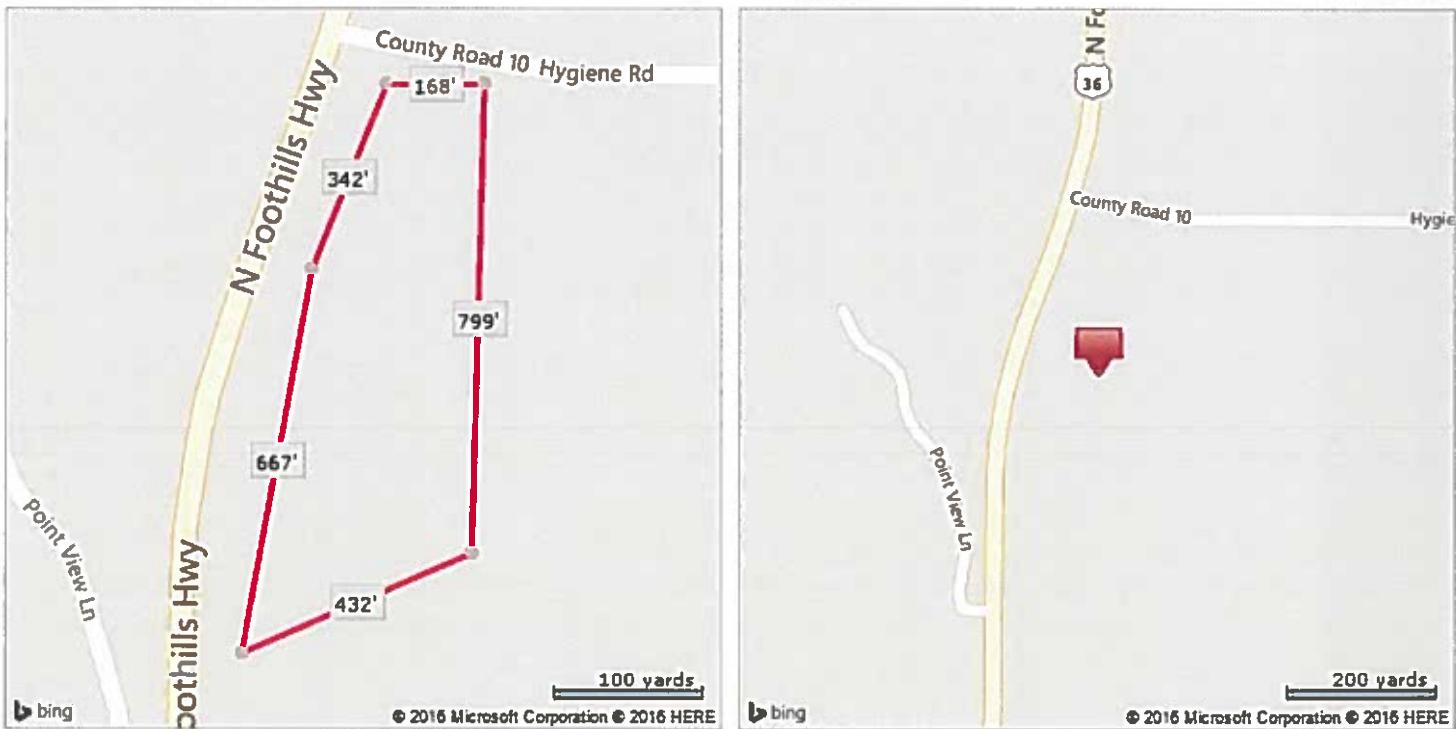
Page 1 of 2

Sale Price:	\$525,000	1st Mortgage Interest Rate/Type:	7.750/
Document Number:	3315817	2nd Mortgage Amount/Type:	\$557,883/
Deed Type:	Warranty Deed	2nd Mortgage Interest Rate/Type:	7.750/
Owner Name (Last, First):	Retzlaff Oliver	Title Company:	Other
Seller:	Downing Steven D Trust		
<b>Recording Date</b>	05/31/2013	08/06/2007	00/2004
<b>Sale Price</b>	\$525,000		02/09/2004
<b>Nominal</b>		Y	\$16,887
<b>Buyer Name</b>	Retzlaff Oliver	Downing Steven D Trust	Hansen Genevieve M E Trust
<b>Seller Name</b>	Downing Steven D Trust	Hansen Genevieve M E Trust	County Of Boulder
<b>Document Number</b>	3315817	2874258	2556467
<b>Document Type</b>	Warranty Deed	Quit Claim Deed	Special Warranty Deed

## Mortgage History

<b>Mortgage Date</b>	05/31/2013	<b>Mortgage Date</b>	05/31/2013
<b>Mortgage Amount</b>	\$557,883	<b>Mortgage Amount</b>	\$557,883
<b>Mortgage Lender</b>	Great Wstrn Bk	<b>Mortgage Lender</b>	Great Wstrn Bk

## Property Map



\*Lot Dimensions are Estimated

# Ute Hwy, Lyons, CO 80540, Boulder County



N/A	N/A	371,376	\$18,750	Expired Listing
Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price	
N/A	N/A	VCNT LND-NE	08/02/2010	
Baths	Yr Built	Type	Sale Date	

## Owner Information

Owner Name (Last, First):	Ramey Ralph	Tax Billing Zip:	99559
Owner Name 2:	Yuphadee Revoc Tr	Tax Billing Zip+4:	1492
Tax Billing Address:	Po Box 1492	Owner Last Name:	Ramey
Tax Billing City & State:	Bethel, AK		

## Location Information

School District:	805370	Range:	70
School District Name:	St Vrain Valley Re 1j	Section:	20
Subdivision:	Lyons Area	County Use Code:	5 Ac To L/T 10 Ac
Census Tract:	136.02	Situs Zip Code:	80540
Zoning:	A	Flood Zone Code:	X
Township:	Lyons	Flood Zone Panel:	08013C0234J
Township Range Sect:	3N-70-20	Flood Zone Date:	12/18/2012
Township:	03N		

## Tax Information

Realist Tax ID:	R0054673	Assessment Year:	2015
Realist Alt APN:	1203201-00-003	Total Actual Value:	\$38,000
Realist PIN:	R0054673	Total Assessed Value:	\$11,020
Tax Year:	2015	Land Assessment:	\$38,000
Taxes:	\$1,073	Market Value:	\$38,000
Legal Description:	PT N OF DITCH IN SW 1/4 NE 1/4 20-3N-70 11 AC M/L		

## Assessment & Tax

Assessment Year	2016 - Preliminary	2015	2014	2013
Assessed Value Change \$	\$1,421	\$2,465	-\$3,857	
Assessed Value Change %	12.89%	28.81%	-31.07%	
Market Value - Total	\$42,900	\$38,000	\$29,500	\$42,800
Market Value - Land	\$42,900	\$38,000	\$29,500	\$42,800
 Total Tax	 Tax Year	 Change (\$)	 Change (%)	
\$1,122	2013			
\$856	2014	-\$266	-23.7%	
\$1,073	2015	\$217	25.38%	

## Characteristics

Land Use:	Vacant Land (NEC)	Lot Area:	371,376
Lot Acres:	8.5256		

## Listing Information

MLS Listing Number:	660600	Current Listing Price:	\$350,000
MLS Status:	Expired		

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## Property Detail

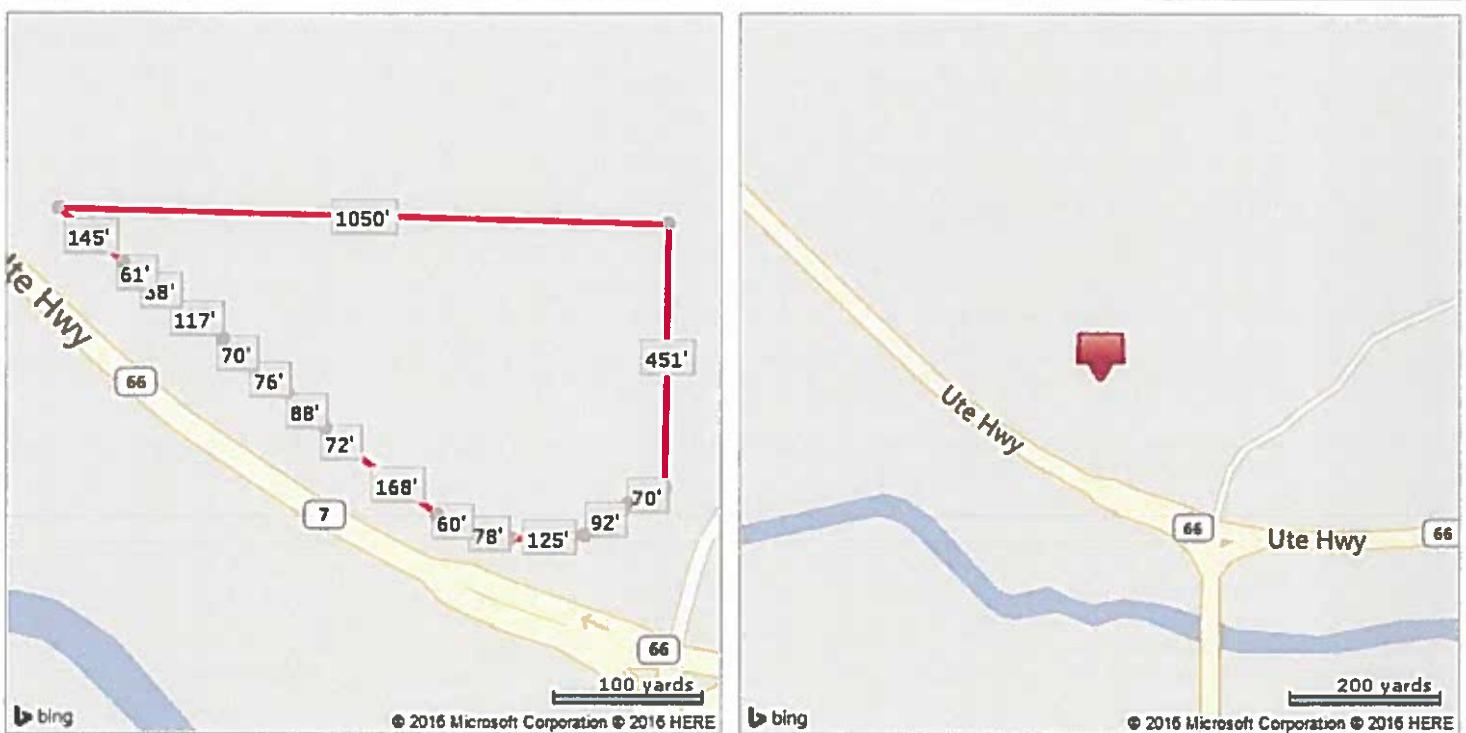
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Page 1 of 2

## Last Market Sale & Sales History

Recording Date:	08/13/2010	Deed Type:	Personal Representative's Deed
Settle Date:	08/02/2010	Owner Name (Last, First):	Ramey Ralph
Sale Price:	\$18,750	Owner Name 2:	Yuphadee Revoc Tr
Document Number:	3092087	Seller:	Ramey John W
<b>Recording Date</b>	07/11/2011	08/13/2010	04/27/1973
<b>Sale Price</b>		\$18,750	
<b>Nominal</b>	Y		
<b>Buyer Name</b>	Ramey Ralph & Y Living Trust	Ramey Ralph & Yuphadee	Ramey John
<b>Buyer Name 2</b>		Roth James R & Michele L	
<b>Seller Name</b>	Ramey Ralph & Yuphadee	Ramey John W	
<b>Document Number</b>	3158366	3092087	63945
<b>Document Type</b>	Quit Claim Deed	Personal Representative's Deed	Miscellaneous Document

## Property Map



\*Lot Dimensions are Estimated

# 12800 N 63rd St, Longmont, CO, Boulder County



N/A	N/A	128,746	\$585,000	Active Listing
Beds	Bldg Sq Ft	Lot Sq Ft	MLS List Price	
N/A	N/A	VCNT LND-NE	06/14/2005	
Baths	Yr Built	Type	Sale Date	

## Owner Information

Owner Name (Last, First):	Plum LLC	Tax Billing Zip:	80220
Tax Billing Address:	1030 Holly St	Tax Billing Zip+4:	4400
Tax Billing City & State:	Denver, CO	Owner Occupied:	No

## Location Information

School District:	805370	Township:	03N
School District Name:	St Vrain Valley Re 1j	Range:	70
Subdivision:	Foothills East	Section:	22
Census Tract:	136.01	County Use Code:	1 Ac To L/T 5 Ac
Zoning:	A	Flood Zone Code:	X
Township:	Longmont	Flood Zone Panel:	08013C0254J
Township Range Sect:	3N-70-22	Flood Zone Date:	12/18/2012

## Tax Information

Realist Tax ID:	R0053382	Total Actual Value:	\$251,000
Realist Alt APN:	1203220-00-017	Total Assessed Value:	\$72,790
Realist PIN:	R0053382	Land Assessment:	\$251,000
Tax Year:	2015	Market Value:	\$251,000
Taxes:	\$5,983	Tax Area:	2800
Assessment Year:	2015	PT BETWEEN MCCALL LAKE & ROAD IN SE1/4 SE1/4 22-3N-70 2.83 AC M/L	
Legal Description:			

## Assessment & Tax

Assessment Year	2016 - Preliminary	2015	2014	2013
Assessed Value Change \$	\$0	\$31,349	\$0	
Assessed Value Change %	0%	75.65%	0%	
Market Value - Total	\$251,000	\$251,000	\$142,900	\$142,900
Market Value - Land	\$251,000	\$251,000	\$142,900	\$142,900
<b>Total Tax</b>	<b>Tax Year</b>	<b>Change (\$)</b>	<b>Change (%)</b>	
\$3,514	2013			
\$3,502	2014	-\$13	-0.36%	
\$5,983	2015	\$2,481	70.85%	

## Characteristics

Land Use:	Vacant Land (NEC)	Lot Area:	128,746
Lot Acres:	2.9556		

## Listing Information

MLS Listing Number:	793272	Current Listing Price:	\$585,000
MLS Status:	Active	Days on Market:	91

## Last Market Sale & Sales History

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## Property Detail

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Page 1 of 2

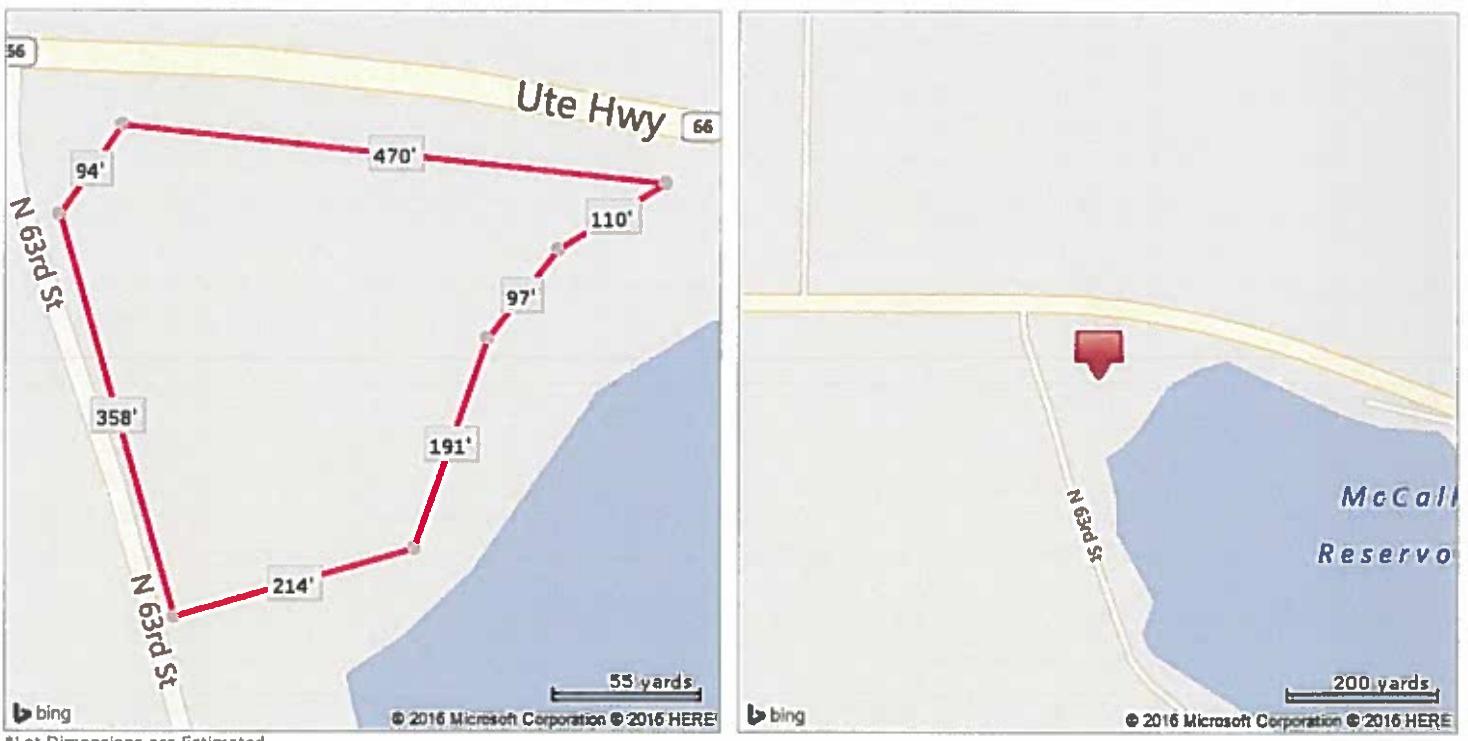
Recording Date:	06/17/2005	Deed Type:	Quit Claim Deed
Settle Date:	06/14/2005	Owner Name (Last, First):	Plum LLC
Sale Price:	\$356,175	Seller:	Nshe Owensboro LLC
Document Number:	2696945		

Recording Date	09/15/2008	06/17/2005	02/04/2005	09/29/2000	04/25/1977
Sale Price		\$356,175	\$150,000	\$130,000	\$12,200
Nominal	Y				
Buyer Name	Plum LLC	Erfert Geraldine	Nshe Owensboro LLC	Donovan Maria I	Conaway Norma L & Conaway Alfred D
Buyer Name 2					Conaway Alfred D
Seller Name	Erfert Geraldine	Nshe Owensboro LLC	Donovan Maria I	Conaway Alfred D & Norma L	Conaway Norma L & Alfred D
Document Number	2954941	2696945	2662940	2082745	219732
Document Type	Quit Claim Deed	Quit Claim Deed	Warranty Deed	Warranty Deed	Deed (Reg)

## Mortgage History

Mortgage Date	01/12/2015	04/20/2012
Mortgage Amount	\$32,000	\$25,000
Mortgage Lender	Yatsu Fndg Grp LLC	Private Individual
Mortgage Code	Conventional	

## Property Map



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