

Agreement For Professional Services

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this 20 day of January, 2020 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (the "Town"), and CGRS, an independent contractor with a principal place of business at 1301 Academy Court, Fort Collins, Colorado 80524 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM, TERMINATION, AND RENEWAL

A. This Agreement shall commence on the Effective Date and shall continue for 12 months unless sooner terminated as provided herein.

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

C. This Agreement may be renewed for up to 5 additional 12-month terms by written agreement of the Parties. Any such renewal shall be negotiated and finalized at least 30 days prior to the expiration of the then-current term. If renewed, Contractor agrees to honor its then-current compensation, plus not more than a 2% annual increase. Contractor shall justify any increase in compensation in writing to the Town's satisfaction.

III. COMPENSATION

In consideration for the work performed by Contractor under the Scope of Services, the Town shall pay Contractor as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

IV. PROFESSIONAL RESPONSIBILITY

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

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

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

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

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

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

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

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

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

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

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

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

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

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

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

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

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

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

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

I. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF ERIE, COLORADO

Jennifer Carroll, Mayor

ATTEST:

Joanne Salser, Deputy Town Clerk

CONTRACTOR

By:

Randy S Price

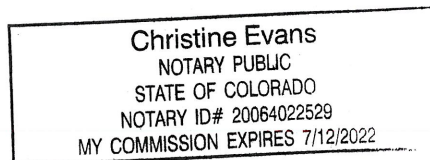
STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 20 day of January, 2020, by Randy S. Price as VP Operations of CGRS, Inc.

My commission expires: 7-12-2022

(S E A L)

Christine Evans
Notary Public



NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

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

OR

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

2. Check one.

☐ I am a United States citizen or legal permanent resident.

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

I, CGRS, Inc., as a public contractor under contract with the Town of Erie (the "Town"), hereby affirm that:

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

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

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

Randy S. Price
Signature

1/20/2020
Date

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 20 day of January, 2020, by Randy S. Price as VP Operations of CGRS, Inc.

My commission expires: 7-12-2022

(S E A L)

Christine Evans
Notary Public

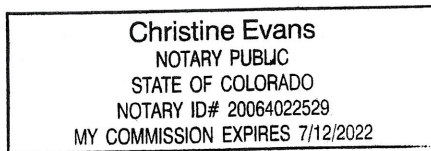


EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

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

- Contractor shall provide technical expertise on applications and policy setting
- Contractor shall assist in responding to applications
- Contractor shall attend provide technical expertise on proposed and current oil and gas activity
- Contractor shall provide onsite inspections of wells and related facilities
- Contractor shall provide regulatory compliance assessment

EXHIBIT B COMPENSATION

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

The hourly rates for Contractor's employees are as follows:



2020 ENVIRONMENTAL SERVICES FEE SCHEDULE

CONSULTANT LABOR

POSITION	RATE (\$/hr)	MARKUP
Senior Principal	\$225.00	NA
Principal	\$175.00	NA
Principal Engineer/Scientist	\$164.00	NA
Associate Engineer/Scientist	\$150.00	NA
Professional Engineer (P.E.)	\$150.00	NA
Senior Engineer/Scientist	\$143.00	NA
Project Manager/Engineer	\$139.00	NA
REP/Senior Engineer/Scientist	\$139.00	NA
Project Manager	\$129.00	NA
Project Engineer/Scientist	\$110.00	NA
Staff Engineer / Scientist	\$94.00	NA
Equipment Specialist	\$87.00	NA
Senior Environmental Technician	\$74.00	NA
Draftsperson	\$70.00	NA
Administrative Coordinator	\$65.00	NA
Staff Technician Assistant	\$59.00	NA
Clerical/Courier (OPS)	\$53.00	NA

**After Hours (5pm through 7am) Emergency Response Rates are billed at: Rate x 1.25

ACTIVITY	RATE	MARKUP
Airline Travel	Per Ticket	NA
Lodging (GSA prevailing rate) *	Per Day	NA
Meals (GSA prevailing rate) *	Per Day	NA
Mileage (IRS prevailing rate) **	Per Mile	NA

*Rates not to exceed GSA lodging rate plus applicable taxes

**Rates not to exceed IRS mileage rate

EMERGENCY RESPONSE SERVICES

CONSULTANT LABOR

ACTIVITY	STRAIGHT RATE (\$/hr)	OVERTIME RATE (\$/HR)
Principal Engineer/Scientist	\$164.00	\$205.00
REP/Senior Engineer/Scientist	\$139.00	\$173.75
Project Manager	\$129.00	\$161.25
Project Engineer/Scientist	\$110.00	\$137.50
Staff Engineer/Scientist	\$94.00	\$117.50
Equipment Specialist	\$87.00	\$95.00
Senior Environmental Technician	\$74.00	\$95.00
Draftsperson	\$70.00	\$85.00
Staff Environmental Technician	\$59.00	\$85.00
Clerical/Courier	\$53.00	\$80.00

All subcontractors, additional equipment & materials will be billed at cost plus 15%

Straight time rates apply from 0700 to 1700 hours, Monday through Friday

Overtime rates apply before 0700 and after 1700, Monday through Friday and weekends

Holidays are billed as Double Time



2020 ENVIRONMENTAL SERVICES FEE SCHEDULE

EQUIPMENT/MATERIALS/TASKS

ITEM	RATE	UNIT/FREQUENCY	MARKUP
Air Compressor	\$40.00	Per Day	NA
Air Sampling Pump	\$10.00	Per Day	NA
Anemometer – Air Velocity Meter	\$25.00	Per Day	NA
Bailers (Disposable)	\$15.00	Each	15%
Centrifugal Pump	\$30.00	Per Day	NA
CO2/O2 Meter	\$50.00	Per Day	NA
Concrete Coring – 6" core	\$90.00	Each	NA
Concrete Coring – 12" core	\$135.00	Each	NA
Data Logger	\$155.00	Per Day	NA
Digital Camera	\$20.00	Per Day	NA
Drums	\$80.00	Each	15%
Drum Pump/Vacuum	\$100.00	Per Day	NA
Electric Pneumatic Submersible Pump	\$75.00	Per Day	NA
Explosimeter	\$65.00	Per Day	NA
Field Sampling Supplies	\$20.00	Per Day	NA
Flow through cell	\$10.00	Per Day	NA
Gas sample bag	\$20.00	Each	NA
Generator	\$50.00	Per Day	NA
Hand Auger	\$10.00	Per Day	NA
Hand operated pump	\$25.00	Per Day	NA
Hazardous equipment boots	\$10.00	Each	NA
Health and Safety Tubes	\$20.00	Each	NA
Injection Trailer-Includes centrifugal/trash pump, hoses, fittings, water and mix tanks	\$375.00	Per Day	NA
Interface Probe	\$60.00	Per Day	NA
Level C Respirator	\$25.00	Per Day	NA
Locking well cap	\$25.00	Each	NA
Magnetic Locator	\$45.00	Per Day	NA
Measuring Wheel	\$10.00	Per Day	NA
Mobile Remediation Unit (SVE/AS)	\$750.00	Per Day	NA
O2/CO2 Meter	\$50.00	Per Day	NA
Organic Vapor Meter	\$75.00	Per Day	NA
Organic Vapor Monitoring Badge	\$20.00	Each	NA
Oxygen Tank (K cylinder)	\$50.00	Per Month	15%
Padlock	\$15.00	Each	NA
Peristaltic Air Sampling Pump	\$20.00	Per Day	NA
Peristaltic Sampling Pump	\$25.00	Per Day	NA
pH/Conductivity Meter	\$30.00	Per Day	NA
Plastic Sheetting (10x100 ft roll, 6 mil)	\$60.00	Each	15%



2020 ENVIRONMENTAL SERVICES FEE SCHEDULE

LABORATORY ANALYSES

ITEM	RATE	UNIT/FREQUENCY	MARKUP
BTEX	\$65.00	Per Sample	15%
TVPH	\$55.00	Per Sample	15%
TEPH	\$70.00	Per Sample	15%
TRPH	\$63.00	Per Sample	15%
MTBE (separate test)	\$65.00	Per Sample	15%
Oil & Grease	\$65.00	Per Sample	15%
BTEX/TVPH	\$65.00	Per Sample	15%
BTEX/MTBE	\$65.00	Per Sample	15%
BTEX/MTBE/TVPH	\$65.00	Per Sample	15%
PCB screen	\$100.00	Per Sample	15%
VOA	\$150.00	Per Sample	15%
Semi-VOA	\$285.00	Per Sample	15%
Total Lead (Pb)	\$28.00	Per Sample	15%
TCPL Pb-Includes extraction	\$84.00	Per Sample	15%
TCPL Pb & Cr-Includes extraction	\$97.00	Per Sample	15%
TCPL VOA	\$220.00	Per Sample	15%
TCPL 8 RCRA Metals	\$160.00	Per Sample	15%
Ignitability/Flashpoint	\$40.00	Per Sample	15%
Corrosivity	\$14.00	Per Sample	15%
Paint filter test	\$19.00	Per Sample	15%
Reactivity-sulfide	\$41.00	Per Sample	15%
Reactivity-cyanide	\$41.00	Per Sample	15%
WET Test (acute test)	\$850.00	Per Sample	15%
BTEX (soil vapor by Tedlar)	\$105.00	Per Sample	15%
BTEX (soil vapor by Summa)	\$225.00	Per Sample	15%
VOA (indoor air)	\$275.00	Per Sample	15%
Semi-VOA (16 Priority PAH's)	\$160.00	Per Sample	15%
Microbe/Plate Count	\$35.00	Per Sample	15%
Field test kits	\$8.00	Per Sample	15%
BTEX/TVPH (emissions)	\$135.00	Per Sample	15%
Total Suspended Solids (TSS)	\$20.00	Per Sample	15%
TDS	\$20.00	Per Sample	15%
Alkalinity	\$20.00	Per Sample	15%
Total and Ferrous Iron	\$55.00	Per Sample	15%
Nitrate	\$21.00	Per Sample	15%
Sulfate	\$22.00	Per Sample	15%
BOD	\$40.00	Per Sample	15%
COD	\$30.00	Per Sample	15%
TOC	\$35.00	Per Sample	15%
FOC	\$60.00	Per Sample	15%
Phosphate*	Sample	Per Sample	15%
Sample Shipping**	Sample	Per Sample	15%

*Cost + 15% markup

**Sample shipping is billed at cost + markup when applicable



2020 ENVIRONMENTAL SERVICES FEE SCHEDULE

EQUIPMENT/MATERIALS/TASKS

ITEM	RATE	UNIT/FREQUENCY	MARKUP
Potholing (utility clearance)	\$255.00	Each	NA
Potholing Mileage	\$3.00	Per Mile	NA
Pressure/Vacuum Gauges and Valves (Portable)	\$20.00	Per Day	NA
Respirator Cartridges	\$16.00	Per Pair	NA
Sign for Hazardous Environment	\$16.00	Each	NA
Soil Vapor Extraction Blower	\$50.00	Per Day	NA
Submersible Pump	\$10.00	Per Day	NA
Survey Equipment	\$45.00	Per Day	NA
Transportable Treatment Unit (VacuumTrailer/Truck)	\$110.00	Per Hour	NA
Tubing (<1/2 inch vinyl or nylon)	\$1.00	Per Foot	15%
Tyvek Suit	\$15.00	Each	NA
Utility Pump	\$50.00	Per Day	NA
Water Filtration Kit	\$25.00	Per Day	NA
Water Level Indicator	\$25.00	Per Day	NA
Water Quality Meter - Multi-parameter probe	\$150.00	Per Day	NA
Water Sampling Pump	\$30.00	Per Day	NA

The total annual compensation under this Agreement shall not exceed **\$50,000.00**