

TOWN OF YAMPA
REGULAR MEETING AGENDA
July 6, 2022 – 7:00 pm

To the Town Board of Yampa and to all Other Persons to whom it may concern:

Notice is hereby given that a Special Meeting of the Town Board of Yampa will be held on Wednesday, July 6, 2022 beginning at 7:00 pm in the Upstairs Board Room at Crossan's/Town Hall (101 Main St., Yampa, CO). Agenda is subject to change up to 24 hours prior to the scheduled meeting.

CHECK THIS LINK Time: July 6, 2022 06:30 PM Mountain Time (US and Canada)

Join Zoom Meeting <https://zoom.us/j/99913809162>

Meeting ID: 999 1380 9162

1. Call to Order

- a. Roll Call
- b. Pledge of Allegiance

2. Audience Participation

Please limit comments to 5 minutes. The Town Board will take comments under consideration but will not make any decision or take any action at this time. Anyone who would like to address the Town Board concerning any agenda item will be given the opportunity to speak for up to 5 minutes at the that item.

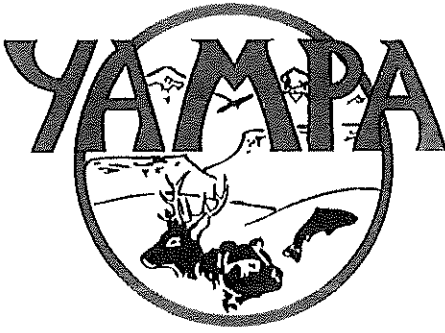
3. Yampa Comprehensive Plan

Review and consideration to approve and authorize the Town Administrator/Clerk to sign an Agreement for Professional Services for the Yampa Comprehensive Plan with Norris Design in the amount of \$150,040

4. Fence Repair/Replacement for Snowden Park

Consideration and authorization to purchase fencing materials for the fence repair/replacement at Snowden Park

5. Adjournment



Town of Yampa
101 Main Street
PO Box 224
Yampa, CO 80483
(970) 638-4511
clerk@townofyampa.com

AGREEMENT FOR PROFESSIONAL SERVICES

This **AGREEMENT FOR PROFESSIONAL SERVICES** ("Agreement") is made effective the 6th day of July, 2022 between the TOWN OF YAMPA, a Colorado statutory municipality corporation ("Town"), and Norris Design ("Consultant").

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Scope of Agreement.** Consultant agrees to provide consulting services, as more fully identified in the attached exhibits, and any work orders subsequently authorized by, and for the Town of Yampa, Colorado.
2. **Term and Renewal.** This Agreement shall be effective as of the date of its execution by both parties and shall extend for a one-year period, with the option to renew in additional one-year periods, unless earlier terminated pursuant to Section 12, subject to and conditioned upon annual budgeting by the Town for Consultant's services pursuant to Section 9, below. Should the Town fail to budget for Consultant's services in any budget year, then this Agreement shall not renew and shall automatically terminate. This Agreement may also be terminated at any time pursuant to Section 12, below.
3. **Non-Exclusive.** This Agreement shall not be deemed to be an exclusive agreement. From time to time, the Town, at its sole discretion, may contract with firms other than the Consultant to provide services similar to or related to those offered by the Consultant.
4. **Data and Final Product.** All data that is produced and finalized by Consultant's firm for this project will be transferred to Town at the end of the contract including all renderings, AutoCAD and GIS files, images, or any data that is finalized by Consultant for the Town.
5. **Status.** Consultant is an independent consultant and shall not be considered an employee of the Town for any purpose.

6. Standard of Care. The standard of care applicable to Consultant's services will be in accord with a manner that is consistent with the level of care and skill exercised by professionals in the same discipline practicing in Colorado. Consultant will re-perform any services not meeting this standard without additional compensation.
7. Indemnity. Consultant shall hold harmless and indemnify the Town from and against any damages awarded against the Town or incurred by the Town in defense of any claim (including reasonable attorneys' fees, costs or expert witness fees), Consultant's or its sub-consultants, and their respective officers', employees' and agents' performance of its obligations under this Contract.
8. Insurance. Consultant and any sub-consultants shall maintain workers' compensation, automotive liability, and general liability insurance coverage with at least the following minimum limits: General Liability - \$1,000,000 per occurrence/\$2,000,000 Aggregate; Automobile - \$1,000,000 combined single limit, with a Hired & Non-owned Auto clause; Workers Compensation — Colorado State Statutory Limits. Consultant shall also maintain professional liability insurance with coverage limits of \$1,000,000 per occurrence/\$1,000,000 Aggregate. The Town and its employees shall be named as an Additional Insured under the general liability policy, which shall specifically insure Consultant's indemnity obligations pursuant to the preceding Section 7, above. Every policy required above shall be primary insurance, shall contain a waiver of subrogation provision against the Town and its officers, employees and agents, and any insurance carried by the Town, its officers, or employees, or agents shall be excess and not contributory insurance to that provided by the Consultant. The Additional Insured endorsement shall not contain exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above. Certificates of insurance shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate the Agreement, or at its discretion may procure or renew any such policy or an extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the

monetary limitations (presently \$424,000 per person and \$1,195,000 per occurrence) or any other rights immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers or employees.

9. Governmental Immunity/TABOR. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under § 24-10-101, et seq., C.R.S., as amended. This contract is also contingent upon annual budgeting by the Town and nothing in this contract shall be construed as a multi-year financial obligation of the Town.
10. Immigration Compliance. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract nor contract with any subconsultant that fails to certify to the consultant that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Consultant has verified or attempted to verify through participation in the E-Verify Program that the Consultant does not employ any illegal aliens. (For the purpose of this paragraph, "E-Verify Program" is defined to mean the employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security). If the Consultant is not accepted into the E-Verify Program prior to executing this contract, the Consultant shall apply to participate in the E-Verify Program every three months until the consultant is accepted or this contract has been completed, whichever is earlier. The Consultant shall not use the E-Verify Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. This paragraph shall not be effective if the E-Verify Program is discontinued.

If the Consultant obtains actual knowledge that a subconsultant performing work under this contract knowingly employs or contracts with an illegal alien, the consultant shall notify the subconsultant and the Town within three days that the Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this paragraph, the subconsultant does not stop employing or contracting with the illegal alien. The Consultant shall not terminate the contract with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

The Consultant shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-102(2).

11. Employees, Subcontractors and Assignees. The providing of professional services required under Section 1 of this Agreement shall be the responsibility of Consultant. Consultant may employ or subcontract with additional persons to assist in the performance of this Agreement. Supervision and payment of any such persons shall be the sole and exclusive responsibility of Consultant. Notwithstanding the foregoing, however, this Agreement shall not be assigned by Consultant to a third party without the prior express written consent of the Town.
12. Termination. At any time the Town may terminate this Agreement effective immediately upon the delivery of written notice to Consultant. In the event of any such termination, the Town shall pay Consultant for monies owing through the date of termination, Consultant may terminate this Agreement if the Town fails to make any payments when due or otherwise fails to perform or fulfill any obligation under this Agreement. In the event of any such termination, the Town shall pay Consultant for monies owing through the date of termination.
13. Agreement Administration and Notice. For purposes of administering this Agreement, the Town Council hereby appoints the Town Administrator/Clerk to represent the Town in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Town: Sheila Symons, Town Administrator/Clerk
Town of Yampa
PO Box 224
101 Main Street
Yampa, CO 80483

Copy to: Bob Weiss, Town Attorney
Weiss & Van Scoyk LLP
1625 Mid Valley Dr. Suite 1-PMB 82
Steamboat Springs, CO 80487

To the Consultant: Elena Scott, Principal
Norris Design
PO Box 2320
409 East Main Street
Frisco, CO 80443

14. Responsibilities. Consultant shall be responsible for all damages to persons or property caused by the Consultant, its agents, employees or sub consultants, to the extent caused by its negligent acts, errors and omissions hereunder.
15. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the written

mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

16. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Exclusive venue for any action instituted pursuant to this agreement shall lie in Routt County, Colorado.
17. Force Majeure. Consultant shall not be responsible for any time delays caused by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Consultant's control.
18. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.
19. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Consultant, the substantially prevailing party shall be entitled to recovery of reasonable costs, expert witness fees and attorney fees incurred in connection with such litigation. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

[Signatures follow on the next page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this ____ day
of _____, 2022.

TOWN OF YAMPA
a Colorado statutory municipality

By: _____
Stacey Geilert, Mayor

ATTEST:

Sheila Symons
Town Administrator/Clerk

NORRIS DESIGN

By: _____

Printed Name: _____

Title: _____

Exhibit A
SCOPE OF WORK

The Scope of this Agreement for Professional Services is planned to consist of the types of tasks listed in the attached RFP and RFP Response from the Consultant. Specific direction will be provided by the Town prior to the execution of each task. Miscellaneous tasks directed by the Town will be performed under this Agreement on the basis of time and expenses not to exceed a cumulative total pre-authorized by the Town Board of Trustees.



REPRINT

DATE	QT NUMBER
06-24-22	61999032

Builders FirstSource

QUOTATION

QUOTE

Page 1
QT

S
O 794374
L STEAMBOAT CASH RETAIL/CASH
D

T
O STEAMBOAT SPRINGS, CO 80487

S
H 794374
I STEAMBOAT CASH RETAIL/CASH
P

T
O STEAMBOAT SPRINGS
CO 80487

JOB NO.	COST CODE	EST SHIP DATE	CLERK #	SHIPPED FROM
		06-24-22	jas7	STSPCOYD QT

QTY	ITEM NO.	DESCRIPTION	U/M	UNIT PRICE	EXTENDED PRICE
		SNOWDEN PARK			
60	*SPECIAL ORDER*	4"X4"-8' .014 TREATED, EA	EA	22.98	1,378.80
81	*SPECIAL ORDER*	2"X6"-16' .013 TREATED, EA	EA	16.25	1,316.25
834	166CF	1X6-6 DOG EAR CEDAR FENCING	EA	4.76	3,969.84
5	TIM76753037	8 X 1-5/8 DECK-MAX SCREW 5LBS TIMBERLINE FASTENERS	BOX	30.13	150.65
60	80CONC	80 LB CONCRETE MIX APPROX 2/3 CF	EA	5.76	345.60

Unless otherwise specified herein, all prices shown shall only be valid for materials delivered for or received by the Purchaser within 7 days from the date of this quotation.

SUBTOTAL	TAX	TOTAL
7,161.14	601.54	7,762.68

BFS RETAINS THE RIGHT TO ADJUST ALL QUOTED PRICES IN THE EVENT OF SHORTAGES, ENVIRONMENTAL IMPACTS, FREIGHT INCREASES, OR GOVERNMENTAL REGULATIONS.

Printed: 07/05/2022 09:17:01
 Effective: 06/24/2022 Expires: 07/01/2022
 Location Name: STEAMBOAT SPRINGS CO YARD
 Phone: 970-879-0023

Thank you for the opportunity to quote.

QUOTATIONS SUBJECT TO CREDIT APPROVAL