

CITY OF LONGMONT, COLORADO
PROFESSIONAL SERVICES AGREEMENT

**CITY OF LONGMONT, COLORADO
PROFESSIONAL SERVICES AGREEMENT
LONGMONT AIR QUALITY STUDY**

The parties, the City of Longmont, Colorado (City), a municipal corporation, and **Boulder Atmosphere Innovation Research, LLC**, (Consultant) a, Colorado Corporation, whose address is 2820 Lafayette Dr, Boulder, CO 80305, make this Agreement this 26th day of March, 2019, at the City of Longmont, Colorado, considering the following facts and circumstances:

1 RECITALS:

- 1.1 City Council has directed staff to develop an air quality monitoring program in accordance with the objectives of the Sustainability Master Plan; and;
- 1.2 City desires to use the services of Consultant outlined in Consultant's Proposal for the purpose of air quality monitoring at Union Reservoir and at a second location in West Longmont; and;
- 1.3 Consultant has agreed to provide the Services outlined in its Proposal, on the terms and conditions stated in this Agreement;
- 1.4 Under Longmont Municipal Code, § 4.12.150(J) ("Sole source"), it has been determined that after a good-faith review of available sources, only one specific and responsible source is known to exist for the required services.

- 2 CONTRACT: This Agreement is a Contract, representing the entire and integrated agreement between the parties and supersedes any prior negotiations, written or oral representations and agreements. The Agreement incorporates the following Contract Documents. In resolving inconsistencies between two or more of the Contract Documents, they shall take precedence in the order enumerated, with the first listed Contract Document having highest precedence.

The Contract Documents, except for Modifications issued after execution of this Agreement, are:

- 2.1 Change Orders;
- 2.2 Notice to Proceed;
- 2.3 This Agreement
- 2.4 Consultant's Proposal, containing four pages, dated February 28, 2019.
- 2.5 Insurance Certificates

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- 3 SCOPE OF SERVICES: Consultant shall provide and furnish at its own cost and expense all materials, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to provide its Services in strict accordance with the conditions and prices stated in the Contract Documents.
- 4 BEGINNING WORK AND COMPLETION SCHEDULE: The Consultant shall begin services for Phase I, known as the Union Reservoir Site, under this Contract upon receiving City's Notice to Proceed. Services for Phase II, known as the West Longmont Site shall commence subject to additional direction by the City. Consultant shall timely perform its Services, as directed by the City.
- 5 PRICE: The City will pay Consultant for the performance of this Agreement, a total of **\$403,341.00** for Phase I known as the Union Reservoir Site; and if so directed by the City, will pay **\$154,905.00** for Phase II known as the West Longmont Site, for Services performed as stipulated in Consultant's Proposal. This Agreement does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the City under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.
- 6 TIME OF PAYMENTS TO CONSULTANT: The Consultant shall bill charges for Phase I, and if so directed for Phase II, periodically, but no more frequently than once a month. Each bill shall contain a statement of the time the primary employees spent on the Project since the previous bill, a brief description of the Services provided by each such employee, and an itemization of direct expenses. The City will pay each such bill that it finds to be in accordance with this Agreement within forty-five days of its receipt. If City questions any part of a bill, finds any part of a bill does not conform to this Agreement, or claims the right to withhold payment of any part of a bill, it will promptly notify Consultant of the question, nonconformity or reasons for withholding.
- 7 QUALIFICATIONS ON OBLIGATIONS TO PAY: No partial payment shall be final acceptance or approval of that part of the Services paid for, or shall relieve Consultant of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, City may withhold any payment (whether a Progress Payment or Final Payment) to Consultant under the following conditions:
 - 7.1 Consultant fails to promptly pay all bills for labor, material, or services of consultants furnished or performed by others to perform Services.
 - 7.2 Consultant is in default of any of its obligations under this Agreement or any of the Contract Documents.
 - 7.3 Any part of such payment is attributable to Services not conforming to this Agreement. (City will pay for any part attributable to conforming Services).
 - 7.4 City, in its good faith judgment, determines that the compensation remaining unpaid will not be sufficient to complete the Services according to this Agreement.

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8 CONSULTANT'S DUTIES:

- 8.1 City enters into this Agreement relying on Consultant's special and unique abilities to perform the Services. Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement. Consultant will use its best efforts, skill, judgment, and abilities. Consultant will further the interests of City according to City's requirements and procedures, according to high professional standards.
- 8.2 Consultant has and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent its performance of the Services, according to the City's best interests. In case of any conflict between interests of City and any other entity, Consultant shall fully and immediately disclose the issue to City and, without City's express approval, shall take no action contrary to City's interests.
- 8.3 Consultant's Services under this Agreement shall meet federal air quality regulatory standards and standards prevailing among professionals of expert knowledge and skill engaged in the Consultant's same profession under the same or similar circumstances.
- 8.4 Consultant will provide a near real-time air quality data web portal that is accessible to the public. Technical issues resulting in delay of near real-time data shall be resolved as soon as reasonably possible.
- 8.5 Consultant's work, including reports, plans, drawings and other tangible work products provided to City, will be accurate, thorough, and free from any material errors, and will conform to the requirements of this Agreement. City approval of defective drawings or other work shall not diminish or release Consultant's duties, since City ultimately relies upon Consultant's skill and knowledge.
- 8.6 The Contract Documents determine whether the Consultant's Scope of Services includes detailed independent verification of data prepared or supplied by City. Consultant will, nevertheless, call to City's attention as soon as it is discovered, anything in any drawings, plans, sketches, instructions, information, requirements, procedures, or other data supplied to Consultant (by the City or any other party) that Consultant knows, or reasonably should know, is unsuitable, improper, or inaccurate for Consultant's purposes.
- 8.7 Consultant shall attend such meetings to provide reports on the work stated in this Agreement, as City requires. City will give reasonable notice of any such meetings, so Consultant may attend. City will pay for any meeting time exceeding Consultant's total estimate of included hours, according to Consultant's fee schedule attached to Consultant's proposal.
- 8.8 As applicable state and federal laws may require, Consultant will assign only persons duly licensed and registered to do work under this Agreement.

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8.9 Consultant shall furnish efficient business administration and superintendence and perform the Services in the most efficient and economical manner consistent with the best interests of City.

8.10 Consultant shall keep its books and records for Services and any reimbursable expenses according to recognized accounting principles and practices, consistently applied. Consultant shall make them available for the City's inspection at all reasonable times. Consultant shall keep such books and records for at least three (3) years after completion of the Services.

9 CITY'S DUTIES:

9.1 City will provide full information to the Consultant on the City's requirements in a timely manner.

9.2 City will assist the Consultant by providing such pertinent information available to City, including maps, studies, reports, tests, surveys and other data, as Consultant specifically requests.

9.3 City will examine all tests, reports, drawings, specifications, maps, plans and other documents presented by the Consultant to City for decisions. City will obtain the advice of other consultants, as the City thinks appropriate. City will give decisions to the Consultant in writing within a reasonable time.

9.4 City will appoint a person to act as City's representative on this Agreement. This person will have authority to issue instruction, receive information, interpret and define the City's policies and decisions on the Consultant's Services.

9.5 City will give prompt written notice to the Consultant when the City notices any development that affects the scope or timing of the Services.

9.6 City will provide monitoring site(s) on its own property consisting of adequate housing of equipment, a tower for sensors, and power/utilities/internet service as necessary for the study.

10 USE OF FINAL PRODUCT: Consultant may have limited involvement after the completion of this Agreement and lacks control of the future use of Consultant's work. Except for deficiencies in Consultant's performance under this Agreement, future use and interpretation of Consultant's work is at the risk of City or other users.

10.1 The Consultant will keep record copies of all work product items delivered to the City.

11 OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS: All drawings, specifications, computations, sketches, test data, survey results, renderings, and other data materials for services of Consultant or Consultant's sub-consultants under this Agreement are property of City, for its exclusive use and re-use at any time without further compensation and without any restrictions. Consultant shall treat all such material and information as

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confidential, and Consultant shall neither use any such material or information or copies on other work nor disclose such material or information to any other party without City's prior written approval. However, until the completion of each Phase, Consultant shall retain all such material and information, and shall have the exclusive right to review it, for the purposes of data validation. At the completion of each Phase or upon completion of Services, or at such other time as the Consultant determines that the review is complete, Consultant shall deliver to the City a complete, reproducible set of all such materials. For copyright ownership under the Federal Copyright Act, Consultant conveys to City and waives all rights, title and interest to all such materials in written, electronic or other form, prepared under this Agreement. City shall have worldwide reprint and reproduction rights in all forms and in all media, free of any claims by the Consultant or its consultants and subcontractors. The City's rights, granted above, in drawing details, designs and specifications that are Consultant's standard documents for similar projects, and in Consultant's databases, computer software and other intellectual property developed, used or modified in performing Services under this Agreement are not exclusive, but joint rights, freely exercisable by either the City or the Consultant.

All work product or design documents, including drawings, specifications, and computer software prepared by Consultant according to this Agreement comprise Consultant's design for a specific Project. Neither party intends or represents them as suitable for reuse, by City or others, as designs for extension of that same Project or for any other project. Any such reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Consultant. Except as required for performance under this Agreement, Consultant's verification or adaptation of design documents will entitle Consultant to additional compensation at such rates as the Consultant may agree.

- 12 APPROPRIATIONS: The City has appropriated money at least equal to the Price for this work. Notwithstanding any other language in this Agreement, City shall issue no Change Order or other form of order or directive requiring additional compensable work that will cause the Price to exceed the amount appropriated unless City gives Contractor written assurance that City has made lawful appropriations to cover the costs of the additional work. Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Consultant.

- 13 SERVICE OF NOTICES: The parties may give each other required notices in person or by first class mail to their authorized representatives (or their successors) at the addresses listed below:

CITY OF LONGMONT:
Dale Rademacher
General Manager of Public Works
1100 S Sherman Street
Longmont, CO 80501

CONSULTANT:
Dr. Detlev Helmig
Boulder A.I.R. LLC
2820 Lafayette Dr.
Boulder, CO 80305

- 14 COMPLIANCE WITH LAW: Consultant will perform this Agreement in strict compliance with applicable federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations (including sections of the Occupational Safety and Health

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Administration [OSHA] regulations, latest revised edition, providing for job safety and health protection for workers) and all orders and decrees of bodies or tribunals applicable to work under this Agreement. Consultant shall protect and indemnify City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decrees by itself or by its subcontractors, agents, or employees. City assumes no duty to insure that Consultant follows the safety regulations issued by OSHA.

- 15 PERMITS AND LICENSES: The Consultant shall secure all permits and licenses, pay all charges, files, and taxes and give all notices necessary and incidental to the lawful prosecution of its Services.
- 16 PATENTED DEVICES, MATERIALS AND PROCESSES: The Consultant shall hold and save harmless the City from all claims for infringement, by reason of fee use of any patented design, device, material, process, or trademark or copyright and shall indemnify the City for any costs, expenses, and damages, including court costs and attorney fees, incurred by reason of actual or alleged infringement during the prosecution or after completion of Services.
- 17 INSURANCE: Consultant shall, at its own costs, secure and continuously maintain through the term of this Agreement the minimum insurance coverages listed below, with forms and insurers acceptable to City. In addition, Consultant shall maintain such coverages for the insurance listed in Paragraphs 17.1, 17.3 and 17.4 for two additional years. For any claims-made policy, Consultant shall include the necessary retroactive dates and extended reporting periods to maintain continuous coverage.
 - 17.1 Professional Liability/Errors and Omissions for at least \$1,000,000.
 - ~~17.2 Workers' Compensation according to the Workers' Compensation Act of the State of Colorado and Employer's Liability with limits of at least \$500,000. Waived by Risk Mgr.~~
 - 17.3 General liability, including contractual liability, of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorney's fees and defense cost. Coverage shall include bodily injury, property damage, personal injury, and contractual liability.
 - 17.4 Comprehensive Automobile Liability with minimum limits for bodily injury and property damage coverage of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.
 - ~~17.5 Valuable Papers insurance in an amount adequate to assure the restoration of any plans, drawings, field notes, or other similar data related to the services covered by this Agreement in case of their loss or destruction. Waived by Risk Mgr.~~
 - 17.6 The required general liability and comprehensive automobile liability policies shall contain endorsements to include City and its officers and employees as additional insureds. The required professional liability and workers' compensation policies or

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coverages shall not contain endorsements including the City, its officers or employees as additional insureds. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by City, its officers, or its employees, shall be excess and not contributory to that provided by Consultant.

- 17.7 Consultant shall, upon request, provide City a certified copy of each required policy.
- 17.8 As evidence of the insurance coverages required by this Agreement, before beginning work under this Agreement, Consultant shall furnish certificates of insurance certifying that at least the minimum coverages required here are in effect and specifying the liability coverages (except for professional liability) are written on an occurrence form to:

City of Longmont
350 Kimbark Street
Longmont, CO 80501
Attention: Purchasing & Contracts

With the exception of professional liability and workers' compensation, policy or policies providing insurance as required will defend and include the City, its council, officers, agents and employees as additional insureds on a primary basis for work performed under or incidental to this Contract.

- 17.9 Only insurance written by insurance companies authorized to do business in Colorado complies. If Consultant is self-insured under the laws of the State of Colorado, Consultant shall provide appropriate declarations and evidence of coverage.
- 17.10 Consultant shall not cancel, change, or fail to renew required insurance coverages. Consultant shall notify City's Risk Manager of any reduction or exhaustion of aggregate limits, which City may deem to be a breach of this Agreement.
- 17.11 The City relies on, and does not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.
- 17.12 If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 72 months.
- 17.13 Consultant shall not cancel, non-renew or cause insurance to be materially changed or replaced by another policy without prior approval by City.

18 INDEMNIFICATION:

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- 18.1 To the fullest extent permitted by law, the Consultant and its agents, principals, officers, partners, employees, and subcontractors ("Indemnitors") shall and do agree to indemnify, protect, and hold harmless the City, its officers, employees, and agents ("Indemnitees") from all claims, damages, losses, liens, causes of actions, suits, judgments, and expenses (including attorneys' fees), of any nature, kind, or description ("Liabilities") by any third party arising out of, caused by, or resulting from any Services under this Agreement if such Liabilities are: (1) attributable to bodily injury, personal injury, sickness, disease, or death of any person, or to the injury or destruction of any tangible property (including resulting loss of use or consequential damages) and (2) caused, in whole or in part, by any error, omission or negligent act of the Consultant, anyone directly or indirectly employed by it, or anyone for whose acts Consultant may be liable.
- 18.2 If more than one Indemnitor is liable for any error, omission or negligent act covered by this Agreement, each such Indemnitor shall be jointly and severally liable to the Indemnitees for indemnification and the Indemnitors may settle ultimate responsibility among themselves for the loss and expense of any such indemnification by separate proceedings and without jeopardy to any Indemnatee. This Agreement shall not eliminate or reduce any other right to indemnification or other remedy the City, or any of the Indemnitees may have by law.
- 18.3 As part of this indemnity obligation, the Consultant shall compensate the City for any time the City Attorney's Office and other counsel to the City reasonably spend on such claims or actions at the rates generally prevailing among private practitioners in the City of Longmont for similar services. This obligation to indemnify the City shall survive the termination or expiration of this Agreement.
- 19 INDEPENDENT CONTRACTOR: Consultant shall perform all Services under this Agreement as an independent contractor, and not as an agent or employee of City. No employee or official of City shall supervise Consultant. Consultant shall exercise no supervision over any employee or official of City. Consultant shall not represent that it is an employee or agent of the City in any capacity. **Consultant's officers, employees and agents are not entitled to Workers' Compensation benefits and is obligated to pay federal and state income tax on money earned under this Agreement.** Except as this Agreement expressly states, Consultant shall, at its sole expense, supply all buildings, equipment and materials, machinery, tools, superintendence, personnel, insurance and other accessories and Services necessary. This Agreement is not exclusive; subject the terms of this Agreement, City and Consultant may each contract with other parties.
- 20 PROVISIONS CONSTRUED AS TO FAIR MEANING: Any tribunal enforcing this Agreement shall construe its terms as to their fair meaning, and not for or against any party based upon any attribution to either party.
- 21 HEADINGS FOR CONVENIENCE: All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Agreement.

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- 22 NO THIRD PARTY BENEFICIARIES: The parties intend no third party beneficiaries under this Agreement. Any person besides City or Consultant receiving services or benefits under this Agreement is an incidental beneficiary only.
- 23 CITY'S RIGHT TO BAR PERSONNEL FROM WORK SITE: For conduct the City (in its sole discretion) decides may violate applicable laws, ordinances rules or regulations, or may expose City to liability or loss, City may bar any person (including Consultant's and Subcontractor's employees) from the City's work sites. Such a bar shall not require any employee's discharge from employment, but shall merely prohibit the employee's presence at City's work sites. Such a bar shall not warrant an increase in contract time or Price.
- 24 GRATUITIES: Longmont Municipal Code §4.12.490 States:
- 24.1 Gratuities and kickbacks.
- 24.1.1 Gratuities. It is unlawful and unethical for any person to offer, give or agree to give any City employee, City official or former City employee, or for any City employee, City official or former City employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
- 24.1.2 Kickbacks. It is unlawful and unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor of any person associated therewith, as an inducement for the award of a subcontract or order.
- 24.1.3 Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefore.
- 25 WAIVER: No waiver of any breach or default under this Agreement shall waive any other or later breach or default.
- 26 TERM: This contract shall commence on **Notice to Proceed** and shall continue for a period of one year, with the option of four (4) additional renewals, on an annual basis, upon agreement of both parties.
- 27 TERMINATION:
- 27.1 In addition to any other available remedies, either party may terminate this Agreement if the other party fails to cure a specified default within seven (7) days of receiving

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written notice of the default. The notice shall specify each such material breach, in reasonable detail.

- 27.2 City may, at any time, terminate performance of the work, in whole or in part, for its own convenience. The City may effect such termination by giving Consultant written Notice of Termination specifying the extent and effective date of termination. In case of termination, for convenience, City shall pay Consultant for work satisfactorily completed, to the date of termination. The City shall determine the portion of work completed.
- 27.3 If either party so terminates, the Consultant shall promptly deliver to the City all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys and writers materials of any kind generated in the performance of its Services under this Agreement up to and including the date of termination.
- 28 SUSPENSION: Without terminating or breaching this Agreement, the City may, at its pleasure, suspend fee services of the Consultant hereunder. City may effect suspension by giving the Consultant written notice one (1) day in advance of the suspension date. Upon receipt of such notices the Consultant shall cease their work as efficiently as possible, to keep total charges to a minimum. The City must specifically authorize any work performed during suspension. Since suspension and subsequent reactivation may inconvenience the Consultant, City will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty days, the Consultant may terminate this Agreement at will.
- 29 ASSIGNMENT AND DELEGATION: Except as stated, neither party may assign its rights or delegate its duties under this Agreement without the express written approval of the other.
- 30 SUBCONTRACTING: Except subcontractors clearly identified and accepted in the Contractor's Proposal, Consultant may employ subcontractors to perform the Services only with City's express prior written approval. Consultant is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors.
- 31 GOVERNING LAW AND VENUE: The laws of the State of Colorado shall govern enforcement and interpretation of this Agreement. Venue and jurisdiction for any court action filed regarding this agreement shall be in either Boulder County Colorado or the United States District Court for Colorado.
- 32 AUTHORITY: This instrument forms a contract only when executed in writing by duly authorized representatives of City and Consultant. By their signatures on this document, the signatories represent that they have actual authority to enter this Agreement for the respective parties.
- 33 INTEGRATION: There are no other agreements on the same subject than expressly stated or incorporated in this Agreement.
- 34 UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this

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Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

- 35 VERIFICATION REGARDING ILLEGAL ALIENS: Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.
- 36 LIMITATION REGARDING E-VERIFY PROGRAM: Contractor shall not use either E-verify or Colorado Department of Labor & Employment program procedures to undertake pre-employment screening of job applicants while performing this Contract.
- 37 DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS: If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:
- (a) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.
- 38 DUTY TO COMPLY WITH STATE INVESTIGATION: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).
- 39 DAMAGES FOR BREACH OF CONTRACT: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

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BOULDER ATMOSPHERE INNOVATION RESEARCH, LLC

BY: Detlev Helmig
CONSULTANT, Dr. Detlev Helmig

March 26, 2019
DATE

ACKNOWLEDGMENT

STATE OF Colorado)
COUNTY OF Boulder) ss



The foregoing instrument was acknowledged before me this 26th day of March, 2019, by Detlev Helmig, Consultant. (If by natural person or persons, insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, insert name of person as an executor, attorney-in-fact, or other capacity or description; if by officer of corporation, insert name of such officer or officers as the President or other officers of such corporation, naming it.)

Witness my hand and official seal.

My Commission Expires September 16, 2019.

Melanie Ackerman
Notary Public

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CITY OF LONGMONT:

Diana Wilson

DIANA WILSON, PURCHASING & CONTRACTS MANAGER

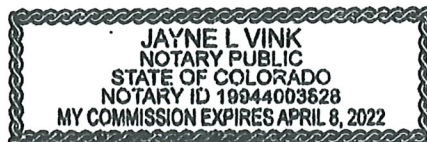
State of Colorado)

County of Boulder) ss:

The foregoing instrument was acknowledged before me by Diana S Wilson, as Purchasing & Contracts Manager of the City of Longmont, a Colorado municipal corporation, on behalf of the corporation, this 23 day of April, 2019.

Witness my hand and official Seal.

My Commission expires 4-8-2022.



Jayne L. Vink
Notary Public

APPROVED AS TO FORM:

[Signature]
ASSISTANT CITY ATTORNEY

4/26/2019
DATE

APPROVED AS TO INSURANCE CONTENT:

[Signature]
RISK MANAGER

Proposal Letter from Consultant



February 20, 2019

To:
City of Longmont
350 Kimbark St
Longmont, CO 80501

Attn: Jason Elkins

Quote for 1-Year Air Quality Monitoring, Commencing on Notice to Proceed

Union Reservoir Site: Ozone (regulatory-like), Nitrogen Oxide (regulatory-like), Nitrogen Dioxide (regulatory-like), Methane, Volatile Organic Compounds, Carbon Dioxide, PM2.5 (regulatory-like), Meteorology, Webcam (see page 2 for details); 1 Year; 3 Quarterly Preliminary Reports, 1 Final Study Report \$403,341

West Longmont Site: Ozone (regulatory-like), Carbon Dioxide, Methane, Meteorology (see page 3 for details); 1 Year; 3 Quarterly Preliminary Reports, 1 Final Study Report \$154,905

Exclusions: Instrument Shelter, 10 m Tower, Site Access, Electricity, Internet Connection (all to be provided by City of Longmont)

Invoicing Schedule:

- Invoiced on a monthly basis.

Submitted by

Detlev Helmig, PhD
Boulder A.I.R. LLC

Union Reservoir Monitoring Site

Item	Variable	1 Year Total # samples*	Total \$
1	Ozone, TEI_49, regulatory-like	52596	\$26,298
2a	NO, TEI_iQTL, regulatory-like	52596	\$31,558
2b	NO ₂ , TEI_iQTL, regulatory-like	52596	\$31,558
3	Methane, PICARRO G2301	105192	\$52,596
4	Volatile Organic Compounds (including ethane, ethene, acetylene, propane, propene, i-butane, n-butane, i-pentane, n-pentane, isoprene, n-hexane, benzene, toluene, o-xylene, ethylbenzene, o-xylene, m-xylene, p-xylene); custom-gas chromatograph	4383	\$131,490
5	PM2.5, GRIMM EDM180, regulatory-like	8766	\$43,830
6	CO ₂ , PICARRO G2301	105192	\$52,596
7	Meteorological variables (wind speed, wind direction, temperature, radiation)	105192	\$5,260
8	Webcam imaging and archiving, 1 year	105192	\$3,156
9	Website design, maintenance		\$25,000
Total			\$403,341**

*Total number of samples taken is based on the estimated sampling rate in routine operating mode. Total number of samples will vary due to unforeseen circumstances, including time needed for instrument acquisition and installation at startup, power outages, equipment maintenance, equipment failure, and other events beyond the control of Boulder A.I.R..

**All prices include the cost of purchasing, operating, labor, transportation, and maintaining of equipment.

West Longmont Monitoring Site

Item	Variable	1 Year Total # samples*	Total \$
10	Ozone, TEI_49, regulatory-like	52596	\$26,298
11	Methane, PICARRO G2301	105192	\$52,596
12	CO ₂ , PICARRO G2301	105192	\$52,596
13	Meteorological variables (wind speed, wind direction, temperature, radiation)	105192	\$5,260
14	Webcam imaging and archiving, 1 year	105192	\$3,156
15	Website design, maintenance		\$15,000
	Total		\$154,905**

*Total number of samples taken is based on the estimated sampling rate in routine operating mode. Total number of samples will vary due to unforeseen circumstances, including time needed for instrument acquisition and installation at startup, power outages, equipment maintenance, equipment failure, and other events beyond the control of Boulder A.I.R..

**All prices include the cost of purchasing, operating, labor, transportation, and maintaining of equipment.

Please submit payment by check to

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Boulder Atmosphere Innovation Research L.L.C.
2820 Lafayette Dr.
Boulder, CO 80305

or by wire transfer to:

Boulder Atmosphere Innovation Research L.L.C.
Account Number: 1001000358171
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P.O. Box 9004
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Routing Number: 307074580