

LELAND CONSULTING GROUP

8200 South Quebec Street, Suite A3-104, Centennial, Colorado 80112
(303) 458.5800 voice • (303) 458.5420 fax

CONTRACT FOR PROFESSIONAL SERVICES

Project Number: J3200

Project Name: Town of Avon – Community Revitalization Advisory Services

This Agreement, made and entered into on 17 July 2008 by and between Town of Avon and Leland Consulting Group, hereinafter called "Professional Contractor" is for the services described under item 2 of this Agreement.

Professional Contractor address and phone number: **8200 Quebec Street, Suite A3-104
Centennial, CO 80112
303.458.5800**

- 1 Description of services to be performed by the Professional Contractor are identified in Attachments A1.
- 2 Services called for herein shall be completed no later than 31 March 2009.
- 3 The compensation to be paid the Professional Contractor for providing the services herein will be determined by work task. The Town will authorize work on a task-by-task basis. Tasks 1 through 3 will comprise Phase I of this work effort. Fess for that work will not exceed \$11,100.
- 4 Duration: This Agreement shall remain in effect until 31 March 2009 unless terminated as provided herein or extended by mutual agreement in writing. Phase I will be completed by 20 September 2008.

In witness whereof, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth on the next page.

For Town of Avon, Colorado:

For Leland Consulting Group:

Signed: _____

Signed: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- 5 **Compensation.** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Worker's Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include out-of-pocket expenses, the cost of which shall be charged at actual cost. Typical out-of-pocket expenses shall include, but not be limited to, local travel at the rate currently paid by the Professional Contractor to his employees but not more than 48.5 cents per mile, long distance telephone calls, printing and reproduction costs, and survey supplies and materials. The total amount of reimbursable expenses combined with the professional fees incurred through completion of the work tasks outlined in Attachment A1, will not exceed the total project budget stated in Item 3 above.

- 6 **Invoice Procedure.** The Professional Contractor shall submit monthly invoices to Leland Consulting Group requesting payment for work accomplished by work task. Payment of invoices will be made by the Town of Avon, Colorado immediately upon receipt of invoice to Leland Consulting Group.
- 7 **Insurance.** The Professional Contractor shall procure and maintain throughout the term of this Agreement the following insurance in amounts acceptable to the Town of Avon, Colorado but not less than the limits set forth herein:
- a Worker's Compensation insurance as required by law.
 - b Unless otherwise provided for herein, Comprehensive General Liability Insurance including contractual liability and liability arising out of the use of automobiles with the following limits:
 - (1) Bodily Injury Liability Insurance with limits of \$100,000 per person and \$300,000 per occurrence.
 - (2) Property Damage Liability Insurance with a limit of \$50,000 per occurrence.
 - c Unless otherwise provided for herein, Errors and Omissions Liability Insurance with a limit of \$1,000,000 per claim and aggregate.
- 8 **Indemnification.** The Professional Contractor shall indemnify and save harmless the Town of Avon, Colorado and its agents, representatives and employees, from and against any and all suits, actions, legal proceedings, claims, demands, out of or in connection with any error omission or negligent act of the Professional Contractor or anyone acting in its behalf in connection with or incident to this Agreement.
- 9 **Termination.** This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, the Town of Avon, Colorado shall pay the Professional Contractor compensation for work satisfactorily completed up to date of termination.

The Town of Avon, Colorado may terminate this Agreement for convenience, or suspend the work called for herein for a period not to exceed sixty (60) days, in the event of select business reasons. In the event of such termination or suspension, the Town of Avon, Colorado shall pay the Professional Contractor for the work accomplished up to the date of termination or suspension upon receipt of said work.

- 10 **Entirety of Agreement.** This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alterations, change or modification of the terms of the Agreement shall be valid unless made in writing, signed by both parties hereto.
- 11 **Waiver.** Any failure by the Town of Avon, Colorado to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Leland Consulting Group may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- 12 **Mediation.** If a dispute arises out of or related to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed concerning or related to this contract and all subcontracts executed by Town of Avon, Colorado or Leland Consulting Group.

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ATTACHMENT A1

Project Number: J3200

Project Name: Town of Avon, Colorado – Community Revitalization Advisory Services

Work tasks to be completed either exclusive of, or in conjunction with other project designees include:

- Meeting Materials (2 workshops)
- Tool Kit of Process Materials
- RFP Process and Request Documents
- TIF Application Process Materials
- Project Participation Criteria / Economic Incentive Policy
- Urban Renewal Plan and Impact Report
- Presentation Materials to necessary Boards, Commissions and Council
- “Road Show” Power Point (for educational purposes)

Phase I: Tasks 1 through 3

Task 1

Strategic Planning Workshops

LCG will facilitate two separate workshops with Town leaders, Authority Board members and other stakeholders designed to solicit input regarding: improvements and financial return objectives in the Town core and specifically East Avon; and, identification of tools and resources necessary to advance your goals. (\$6,300)

Task 2

TIF Application Process Materials

LCG will prepare a range of forms and define application processes for Tax Increment Financing dollars. (\$1,100)

Task 3

Project Participation Criteria

In the context of workshops described above, LCG will facilitate a discussion regarding meritorious project criteria. The criteria will be presented in the context of an incentive policy document for use by the Town in East Avon, and other areas of the community. The

purpose of this document and the criteria will be to streamline discussions regarding public participation in projects. (\$3,700)

Phase II: Tasks 4a and / or 4b

Task 4a

Urban Renewal Plan and Impact Report

LCG will prepare an urban renewal plan document which reflects community goals and objectives, market opportunities, and state-of-the-art thinking about redevelopment and development. The plan will embody development principles and objectives with feasible application in the study area; identify the financial feasibility of the plan concepts and priority projects; and, include strategies for implementation. A concept plan map will be prepared to communicate this information to the public and Town officials. *Note: If the Town cannot prepare the required legal description for the final urban renewal plan, the fee estimate presented here will need to be adjusted.*

Task 4b

In addition to the plan, LCG will prepare a supporting impact document for the County and any other taxing bodies as per the state legislation. If requested, we will assist the Town with discussions among these groups. (Fee: \$25,000)

Miscellaneous Work Tasks

Task 5

RFQ / RFP Process and Request Documents

LCG will prepare RFQ / RFP solicitation and project evaluation materials. The purpose of this effort will be to provide the Town and Authority with a defensible process for evaluating projects for public participation. (\$4,700)

Task 6

Presentation Materials to Necessary Boards, Commissions and Council

LCG will make presentations to Town Council and the Authority Board in the context of preparing the Urban Renewal Plan. In addition, we will be available to meet with individuals and various stakeholder groups regarding the tools and resources selected for preparation and use in the study area. (Fee: As needed at the specified hourly billing rates.)

Task 7

“Road Show” Power Point (for educational purposes)

LCG will prepare presentation materials for use by the Town and Authority designed to educate various audiences about a range of initiatives including public and private investment in East Avon. (i.e., Urban Renewal 101) (\$1,500)

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ATTACHMENT A2
