



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, October 14, 2024

AGENDA

- I. 5:30 p.m.**
MURA Special Meeting
- II. 5:45 p.m.**
Elevation 25 GID Special Meeting
- III. 6:00 p.m. to 10:00 p.m.**
REGULAR MEETING

In accordance with the Town's Remote Participation and Remote Meeting Policy adopted by the Board of Trustees on March 13, 2023 by Resolution No. 21-R-2023, remote participation will be allowed. The meeting link will be provided on the Town's website/designated posting place at least 24 hours prior to the meeting.

https://us02web.zoom.us/webinar/register/WN_irDH4x_ER1yZSo6clo_2Zg

1. Call to Order – Roll Call

Mayor Colleen Whitlow
Mayor Pro Tem Chris Cartwright
Trustee David Adams
Trustee Debra Brodhead
Trustee Trisha Harris
Trustee Chris Parr
Trustee Herman Schranz

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Manager Report

6. Informational Items

a. 2025 Proposed Budget Presentation

7. Public Comment: 3 minute time limit. Comment is for any item on the agenda unless it is set for public hearing.

8. Consent Agenda: *Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda. Because the Consent Agenda includes Town payables (bills list/check register) and routinely includes contracts and other items involving the expenditure of Town funds, the town Clerk shall require a roll call vote on the Consent Agenda, as required by MMC Sec 2-2-190(a). Consent Agenda includes:*

[a.](#) Approval of Minutes - Regular Meeting September 30, 2024

[b.](#) September 2024 Aging Report

[c.](#) Check Register October 14, 2024

[d.](#) **Resolution No. 76-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Ayres Associates Inc for Services Related to the Land Use Code – Major Update Project (RFP No. 2024-007)

- e. **Resolution No. 77-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with National Power Rodding Corporation for Sanitary Sewer and Culvert Cleaning and Inspection Services
- f. **Resolution No. 78-R-2024** – A Resolution of the Town of Mead, Colorado, Delegating Authority to the Town Manager (or Designee) to Execute CDOT Special Use Permit (Permit No. 4240535) and Approving a Right-of-Way Landscaping Agreement with GGRV, LLC
- g. **Resolution No. 79-R-2024** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements associated with Gopher Gulch RV Site Plan
- h. **Resolution No. 80-R-2024** – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement between the Town of Mead and Jalisco International, Inc. for the 3rd & Welker Intersection Improvements Project (IFB 2024-002)
- i. **Resolution No. 81-R-2024** – A Resolution of the Town of Mead, Colorado, Delegating Authority to the Town Manager to Administratively Review, Process and Approve (or Conditionally Approve) a Downtown Revitalization Grant for Façade Improvements to the Property Addressed as 333 and 339 Main Street, Mead, CO

9. Public Comment: *3 minute time limit. Comment is for any item whether it is on the agenda or not, unless it is set for public hearing.*

10. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

11. Adjournment

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact the Town Clerk's Office at 970-805-4182 within 48 hours prior to the meeting in order to request such assistance.



MEAD URBAN RENEWAL AUTHORITY

441 3rd Street, Mead
Monday, October 14, 2024

AGENDA

5:30 PM

SPECIAL MEETING

In accordance with the Authority's Remote Participation and Remote Meeting Policy adopted on June 12, 2023 by Resolution No. 01-URA-2023, remote participation will be allowed. The meeting link will be provided on the Town's website/designated posting place at least 24 hours prior to the meeting.

https://us02web.zoom.us/webinar/register/WN_irDH4x_ER1yZSo6clo_2Zg

1. Call to Order - Roll Call

Chair Colleen Whitlow
Commissioner David Adams
Commissioner Debra Brodhead
Commissioner Chris Cartwright
Commissioner Trisha Harris
Commissioner Chris Parr
Commissioner Herman Schranz
Representative Commissioner Sarah Hurianek
Representative Commissioner Scott James
Representative Commissioner Laura McConnell

2. Pledge of Allegiance to the Flag

3. Review and Approve Agenda

4. Information Items

- a. 2023 Audited Financial Statements
- b. 2025 Proposed Budget Presentation

5. Public Comment: 3 minute time limit. Comment is for any item whether it is on the agenda or not, unless it is set for public hearing.

6. Consent Agenda: Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda. Because the Consent Agenda includes Town payables (bills list/check register) and routinely includes contracts and other items involving the expenditure of Town funds, the town Clerk shall require a roll call vote on the Consent Agenda, as required by MMC Sec 2-2-190(a). Consent Agenda includes:

- a. Approval of Minutes Special Meeting December 11, 2023
- b. August 2024 Financial Statements
- c. Check Register December 12, 2023 - October 14, 2024
- d. **Resolution No. 01-URA-2024** – A Resolution Regarding Annual Administrative Matters for the Town of Mead Urban Renewal Authority (2024)

7. Adjournment

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact the Town Clerk's Office at 970-805-4182 within 48 hours prior to the meeting in order to request such assistance.



MEAD ELEVATION 25 GENERAL IMPROVEMENT DISTRICT

441 3rd Street, Mead
Monday, October 14, 2024

AGENDA

5:45 PM

SPECIAL MEETING

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1. Call to Order - Roll Call

Chair Colleen Whitlow
Commissioner David Adams
Commissioner Debra Brodhead
Commissioner Chris Cartwright
Commissioner Trisha Harris
Commissioner Chris Parr
Commissioner Herman Schranz

2. Pledge of Allegiance to the Flag

3. Review and Approve Agenda

4. Information Items

a. 2025 Proposed Budget Presentation

5. Public Comment: 3 minute time limit. Comment is for any item whether it is on the agenda or not, unless it is set for public hearing.

6. Consent Agenda: Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda. Because the Consent Agenda includes Town payables (bills list/check register) and routinely includes contracts and other items involving the expenditure of Town funds, the town Clerk shall require a roll call vote on the Consent Agenda, as required by MMC Sec 2-2-190(a). Consent Agenda includes:

a. Approval of Minutes Special Meeting December 11, 2023

7. Adjournment

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TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: October 14, 2024

SUBJECT: Town Manager Report

- Fall Clean-Up Days is scheduled for October 14th through October 26th at Front Range Landfill. A steady stream of residents has picked up their one free voucher at Town Hall. Vouchers will continue to be available through October 18th. Households requesting a voucher will need to bring a photo ID and proof of residency to Town Hall. The voucher is good for one load, up to one ton. More information about Clean-Up Days and recycling options can be found here: <https://www.townofmead.org/parksandrec/page/2024-fall-clean-days>
- The Mead Area Chamber of Commerce will host its annual Trick-or-Treat Street on October 26th along Main Street in Mead. Local businesses and community booths will participate, each offering Halloween candy for trick-or-treaters. Both the Town of Mead and Mead Police Department will have a booth at the event.
- On Saturday, September 28th, the Town of Mead held its annual flag retirement ceremony, honoring over 2,000 worn, torn, and faded American flags. The event, supported by the Longmont American Legion Honor Guard, Friends of NoCo Scouts, Mountain View Fire, and Public Works, ensured a dignified and respectful retirement process. This ceremony will take place annually on the last Saturday of September.
- Mountain View Fire (MVFD) will offer car seat checks on the third Friday of each month, starting November 15th. Appointments will be available from 10 a.m. to 12 p.m., with each appointment lasting 30 minutes. The checks will take place at the Mead Town Hall gravel parking lot, specifically in the east parking spots along the sidewalk of 3rd Street. Small yard signs will be placed to mark the location, and appointment registration will be conducted by MVFD.
- Building a Stronger Mead Community is a non-profit organization dedicated to promoting citizen-led initiatives within the Town of Mead. This year, their primary focus is advocating for additional support for the Mead Police Department. For more information, residents should contact: buildingastrongermeadcommunity@gmail.com
- Staff has prepared the draft 2025 Budget for presentation to the Board of Trustees on October 14, 2024. After further input from the Board, a public hearing will be held on December 9, 2024, to consider adoption. MURA and Elevation 25 GID budgets will also be presented on these same dates.
- The High Plains Blvd (WCR 9.5) project is moving forward. Construction of two miles of this road between WCR 32 and WCR 34 will include bike lanes and sidewalks. The project should begin later this fall with a completion date of December 2025.
- For the November 5, 2024, election, Mead voters will elect three Trustees and vote on a sales tax increase to support the Mead Police Department and a question to allow the Town to regulate marijuana businesses. In addition to the Mead issues, this is a presidential election year with voting on the President of the United States along with Congressmen and Senators. Plus, there are many state issues being brought forward around abortion rights, veterinary services, school choice, mountain lion trophy hunting and same sex marriage.

- Coffee with the Mayor was held on Saturday, October 5th from 8:00 – 10:00 a.m. at Town Hall. Topics of discussion were ongoing projects including the 3rd & Welker intersection, Community Center and future trails; sewer funding; grants received by the Town; Mead Area Chamber of Commerce Candidate Forum and Trick or Treat Street; and other items of concern to residents. Mayor Whitlow hosts this monthly event to meet with residents and have an open discussion about whatever is on resident's minds.
- Construction of the Mead Community Center and adjacent parking lot is underway. The foundation of the building is complete and steel erection has begun. The alley remains closed for utility work. Expected completion is mid to late 2025.
- The fall Mead Police Citizens' Academy was held every Wednesday from September 11th to October 16th and will wrap up this week. We had nine participants. This is an opportunity for citizens to learn about and interact with the Mead Police Department. More information about the Academy can be found on the town's website: <https://www.townofmead.org/police/page/citizens-police-academy>
- Municipal Court is scheduled for October 17th at 5:00 p.m. There are currently 56 cases on the docket for arraignment and review hearings. There are no trials scheduled for October.
- Current road closures due to construction can be found on the town's website: <https://www.townofmead.org/engineering/page/street-maintenanceroad-closures>.
- Key projects update:
 - 3rd and Welker Intersection – Jalisco International is the apparent low bidder. Staff has checked references and is recommending award.
 - Community Center – Utility infrastructure in the alley continues and the steel structure components have been delivered. The building will be going vertical in the coming days.
 - SH66 Pedestrian Crossing – Staff continues to work with utilities and ditch companies for final CDOT clearances.
- YTD totals for new single family home permits:
 - 2024 YTD: 77 SF Permits, 83 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission meeting for October has been cancelled due to a lack of items for review.
- Human Resources
 - The Town is advertising open positions here: <https://www.governmentjobs.com/careers/townofmead>
 - Open full-time positions include Police Officer.

Community Development

- The High Plains Library District has submitted the first Site Plan submittal. Plans are under review.
- The first submittal for a Site Plan for Phase 2 (the next two buildings) of the Elevation 25 subdivision has been submitted.
- Staff is working with the St. Vrain Valley School District to review the site plans for the new K-8 school building that is planned on the Mead High School property.
- Progress is being made to the reconstruction of the Scooter Hinge building and Mead Towne Center, both located downtown.

Public Works and Engineering

- Staff prepped and supported the Homecoming parade and Flag Retirement events.
- The Biosolids Disposal request for proposals was published October 7th to provide sludge removal at the wastewater treatment facility. RFP's are due October 25th.
- The new Maintenance Worker 1, Tony DeSantis, started on October 1st.
- Public Works staff attended the Snow and Ice Conference in Loveland.

Community Engagement

- Registration for Winter Youth Basketball is now open for preschool through 8th grade. So far, 90 participants have signed up. Games for preschoolers through 2nd graders will be held in November and December. Meanwhile, 3rd to 8th graders will participate in the Jr. Nuggets program, with games running in January and February. Jr. Nuggets league is hosted in partnership with the Carbon Valley Recreation District.
- Name the Snowplow contest has received 25 submissions. Mead Elementary students are encouraged to submit their creative snowplow names between September 2nd and October 21st. The winning names will be revealed on October 25th, and the students behind them will be honored at the November 12th Board of Trustees Meeting. Winners will receive a personalized sign with their snowplow's name and an invitation to ride in it during the annual Parade of Lights!
- Mead Recreation hosted an adult trip to Bally's Black Hawk Casino on September 20, with 28 participants—an impressive turnout compared to previous trips. The casino excursion was open to adults 21 and older.

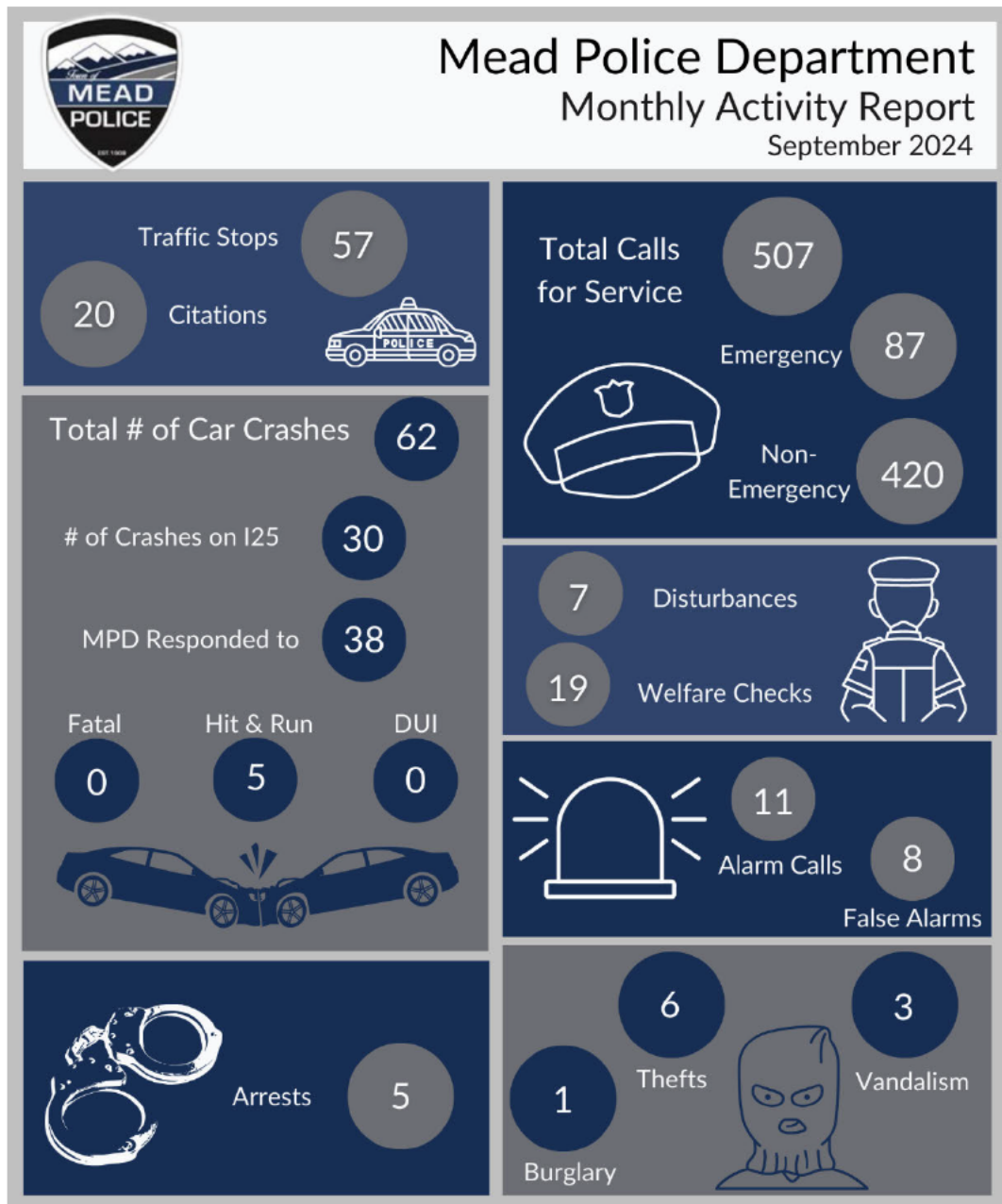
Police Department

- The Police Citizen's Academy started on September 11th and runs through October 16th.
- The police department attended the Elementary School's Harvest Moon Festival on October 5th.
- Crashes are back up with 27 in one week, which is the second highest that we have seen this year.
- Submitted grant request for 2 police academy spots in 2025-26.
- Finalizing the RFP for police facility design.



Mead Police Department

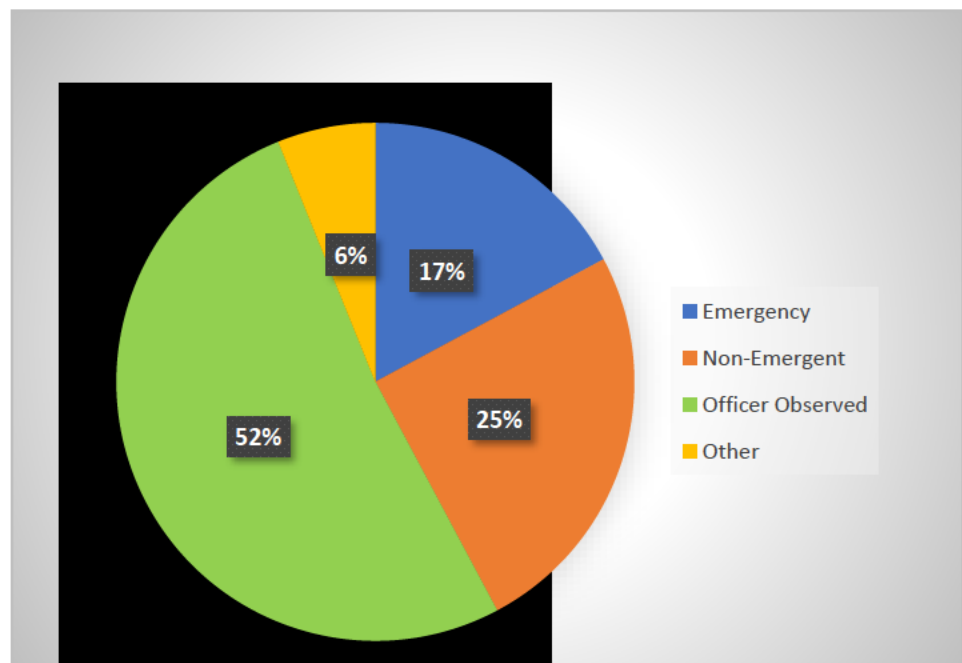
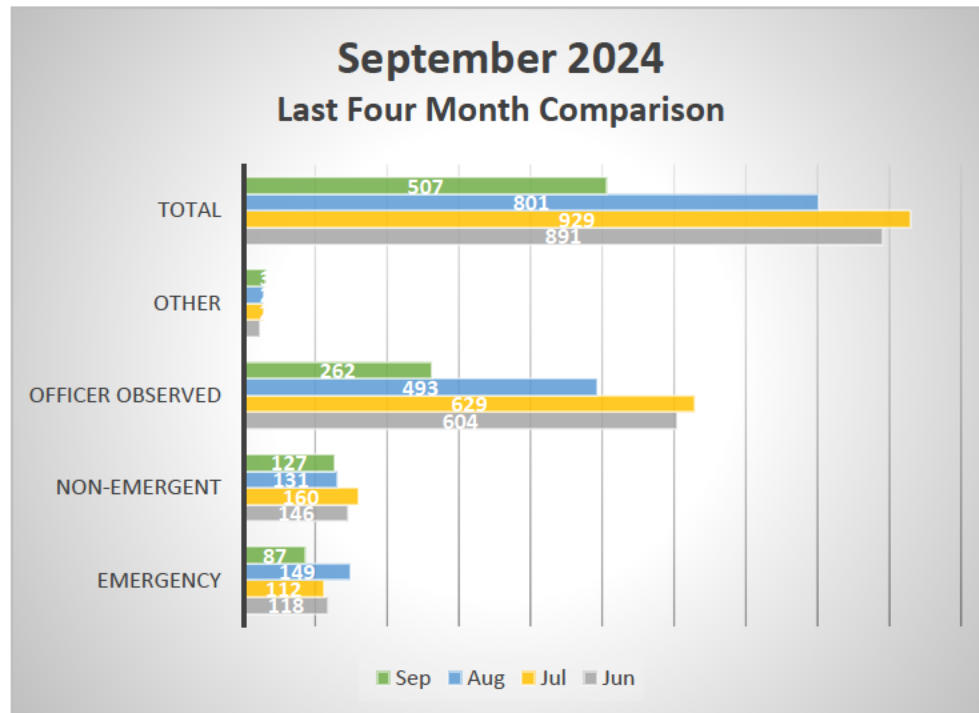
September Monthly Activity - 2024



ARRESTS: 5

Case Number	Arrest Date/Time	Location	Charge
24ML00501	09/03/2024 11:50:00 PM	████ 14TH AVE	16-19-103 FOJ WANTED BY OTHER AGENCY FELONY
24ML00504	09/04/2024 11:08:00 PM	MEAD ST / N VALLEY DR	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00513	09/09/2024 09:09:00 PM	████ HIGHLAND DR	18-5-102(E) FORGERY OF A WRITTEN INSTRUMENT
24ML00513	09/09/2024 09:20:00 PM	████ HIGHLAND DR	18-8-610 TAMPERING WITH PHYSICAL EVIDENCE
24ML00524	09/16/2024 07:20:00 PM	MM 243 I 25 NB	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR

Four Month Comparison of Calls for Service:



STAFFING:

Sergeant Ellis (Late Week, SROs), and Officers Bustamante, Cramblet, Hansen, Palmer, Rollins, and Synn are working patrol.

Officers Barker, Aguirre, and Salazar are assigned to Mead Schools as SROs, and supporting patrol when school is not in session.

Administrative Technician Madison McCullough and Michelle Rae in Administration, Records, and Evidence. Commander Smith oversees operations, training, and professional standards. Brent Newbanks is the Chief of Police.

TRAINING:

All Officers attended the following training this month.

- Defensive Tactics
- Lethality Assessment Program (LAP) training

Other training attended by officers this month.

- One officer attended Data Retrieval Technician Training

COMMUNITY POLICING ACTIVITIES:

- Mead Community Days on September 14th
- High School Football games on September 6th and 27th
- Mead High School – Homecoming Parade on September 27th
- Citizen’s Police Academy – Wednesdays, September 11 through October 16th

NOTABLE CALLS FOR SERVICE:

Trespass – [REDACTED] Mead Ct – 24ML00497 – 09/01/2024
Stolen Vehicle – [REDACTED] Highland Dr – 24ML00499 – 09/01/2024
Crash – 1001-1291 Hwy 66 – 24ML00498 – 09/01/2024
Assist Other Agency – [REDACTED] Main St – 24ML00500 – 09/01/2024
Sex Offense – Mead – 24ML00503 – 09/04/2024
Subject with a Warrant – Mead St / N Valley Dr – 24ML00504 – 09/04/2024
Assist Other Agency – [REDACTED] WCR 7 – 24ML00505 – 09/06/2024
Theft – [REDACTED] Foxtail Ct – 24ML00506 – 09/06/2024
Crash – 6th / Welker Ave – 24ML00507 – 09/06/2024
Disturbance – [REDACTED] WCR 7 – 24ML00508 – 09/06/2024
Harass – [REDACTED] Sanford St – 24ML00509 – 09/08/2024
Trespass – [REDACTED] Hilltop Rd – 24ML00510 – 09/08/2024
Meet – 13778 E I25 Frontage Rd – 24ML00512 – 09/09/2024
Sex Offense – Mead – 24ML00511 – 09/09/2024
Drug Related Activity – [REDACTED] Highland Dr – 24ML00513 – 09/09/2024
Crash – [REDACTED] Pacific Cir – 24ML00514 – 09/10/2024
Theft – [REDACTED] 7th St – 24ML00515 – 09/10/2024
Suspicious – [REDACTED] Welker Ave – 24ML00516 – 09/11/2024
Trespass – [REDACTED] Mulligan Dr – 24ML00517 – 09/11/2024
Crash – 520 Welker Ave – 24ML00518 – 09/11/2024
Crash – 1503 Highway 66 – 24ML00519 – 09/12/2024
Crash – Highway 66 / Colorado Blvd – 24ML00520 – 09/13/2024
Disturbance – MM 242 I25 NB – 24ML00521 – 09/14/2024
Hit and Run – [REDACTED] Ritchie Dr – 24ML00522 – 09/14/2024
Code Violation – [REDACTED] Welker Ave – 24ML00523 – 09/16/2024
Subject with a Warrant – MM 243 I25 NB – 24ML00524 – 09/16/2024
Crash – Hwy 66 / Colorado Blvd – 24ML00525 – 09/17/2024

Check Wellbeing – [REDACTED] WCR 7 – 24ML00526 – 09/17/2024
Crash – [REDACTED] Colorado Blvd – 24ML00527 – 09/17/2024
Theft – [REDACTED] Falcon Cir – 24ML00528 – 09/18/2024
Meet – [REDACTED] Primrose Ln – 24ML00529 – 09/18/2024
Crash – Hwy 66 / Foster Ridge Dr – 24ML00530 – 09/20/2024
Drug Related Activity – [REDACTED] WCR 7 – 24ML00531 – 09/20/2024
Crash – 3rd St / Adams Ave – 24ML00532 – 09/20/2024
Crash – WCR 38 / WCR 7 – 24ML00533 – 09/20/2024
Crash – Hwy 66 / WCR 7 – 24ML00534 – 09/21/2024
Crash - 3rd St / Adams Ave – 24ML00535 – 09/22/2024
Stolen Vehicle – [REDACTED] Mead Ct – 24ML00536 – 09/25/2024
Crash – WCR 9.5 / Hwy 66 – 24ML00537 – 09/25/2024
Burglary – [REDACTED] Bridle Dr – 24ML00538 – 09/25/2024
Suspicious – [REDACTED] Welker Ave – 24ML00539 – 09/25/2024
Crash – Hwy 66 / I25 Ramp S – 24ML00540 – 09/25/2024
Suspicious – [REDACTED] Welker Ave – 24ML00542 – 09/26/2024
Vandalism – [REDACTED] Main St – 24ML00543 – 09/27/2024
Theft – [REDACTED] Third St – 24ML00544 – 09/27/2024
Crash – E I25 Frontage Rd / Hwy 66 – 24ML00545 – 09/27/2024
Crash – E I25 Frontage Rd / Hwy 66 – 24ML00546 – 09/27/2024
Vandalism – Charbray St / WCR 5 – 24ML00547 – 09/30/2024
Suspicious – [REDACTED] WCR 7 – 24ML00548 – 09/30/2024
Subject with a Warrant – Mead St / Hwy 66 – 24ML00549 – 09/30/2024
Crash – Hwy 66 / Colorado Blvd – 24ML00550 – 09/30/2024



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, September 30, 2024

MINUTES

I. 6:00 p.m. to 10:00 p.m. REGULAR MEETING

Mayor Colleen Whitlow called the Regular Meeting of the Board of Trustees to order at 6:00 p.m.

1. Call to Order – Roll Call

Present

Mayor Colleen Whitlow
Mayor Pro Tem Chris Cartwright
Trustee Debra Brodhead
Trustee Trisha Harris
Trustee Chris Parr
Trustee Herman Schranz (via remote access)

Absent

Trustee David Adams

Also present: Town Manager Helen Migchelbrink; Town Attorney Marcus McAskin; Town Engineer / Public Works Director Erika Rasmussen; Chief of Police Brent Newbanks; Administrative Services Director Mary Strutt; Community Development Director Jason Bradford.

Attending via remote access: Trustee Schranz and members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for firefighters and the victims of Hurricane Helene.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

Mayor Whitlow amended the agenda to move Item 11. New Business to immediately following Item 9. Consent Agenda.

Motion was made by Trustee Parr, seconded by Trustee Harris, to approve the amended agenda.

Motion carried 6-0, on a roll call vote.

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed local business Ritchie Bros upcoming auction and election signs (and other signs) being removed from the Town right-of-way.

6. Informational Items

a. Mountain View Fire - State of the District

Deputy Chief Folden presented information regarding Mountain View Fire Protection District finances, capital purchases and facilities.

7. Proclamations

- a. Community Planning Month October 2024

Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Harris, to authorize Mayor Whitlow to sign the Proclamation for Community Planning Month October 2024. Motion carried 6-0, on a roll call vote.

- b. Fire Prevention Week October 6-12, 2024

Motion was made by Trustee Parr, seconded by Mayor Pro Tem Cartwright, to authorize Mayor Whitlow to sign the Proclamation for Fire Prevention Week October 6-12, 2024. Motion carried 6-0, on a roll call vote.

8. Public Comment: 3 minute time limit. Comment is for any item on the agenda unless it is set for public hearing.

Town employee Karl Ford commented on the compensation of employees.

9. Consent Agenda: Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda. Because the Consent Agenda includes Town payables (bills list/check register) and routinely includes contracts and other items involving the expenditure of Town funds, the town Clerk shall require a roll call vote on the Consent Agenda, as required by MMC Sec 2-2-190(a). Consent Agenda includes:

- a. Approval of Minutes - Regular Meeting September 9, 2024
 - b. August 2024 Financial Statements
 - c. Check Register September 30, 2024
 - d. 2025 Health Insurance Renewal - CEBT
 - e. **Resolution No. 71-R-2024** – A Resolution of the Town of Mead, Colorado, Approving Updated Compensation Structure Guidelines for Employees
 - f. **Ordinance No. 1068** – An Ordinance of the Town of Mead, Colorado Repealing and Reenacting Article III of Chapter 6 of the *Mead Municipal Code* Relating to Alcoholic Beverages
 - g. **Resolution 72-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Amendment to the Intergovernmental Agreement Between the Town of Mead and the St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program for the 2024-2025 School Year
 - h. **Resolution No. 73-R-2024** – A Resolution of the Town of Mead, Colorado, Granting Final Acceptance of Certain Public Improvements associated with Iglesia de Cristo Mi-El Longmont Phase 1 – Site Plan
- Motion was made by Trustee Harris, seconded by Trustee Schranz, to approve the consent agenda. Motion carried 6-0, on a roll call vote.***

10. New Business

- a. **Ordinance 1069** – An Ordinance of the Town of Mead, Colorado, Approving the Pre-Development Intergovernmental Agreement for Tract B—Liberty Ranch and Authorizing the Conveyance of Real Property Owned by the Town to Mountain View Fire Protection District and High Plains Library District

Community Development Director Jason Bradford presented the staff report regarding the IGA with Mountain View Fire and High Plains Library for their new facilities at the Liberty Ranch site.

Motion was made by Trustee Parr, seconded by Mayor Pro Tem Cartwright, to adopt Ordinance No. 1069 – An Ordinance of the Town of Mead, Colorado, Approving the Pre-Development Intergovernmental Agreement for Tract B—Liberty Ranch and Authorizing the Conveyance of Real Property Owned by the Town to Mountain View Fire Protection District and High Plains Library District. Motion carried 6-0, on a roll call vote.

- b. **Resolution No. 74-R-2024** – A Resolution of the Board of Trustees of the Town of Mead, Colorado, Supporting Passage of Ballot Issue 2Q (the Public Safety / Mead Police Department Funding Ballot Issue) at the November 5, 2024 Regular Election

Town Attorney Marcus McAskin presented the resolutions in support of Ballot Issue 2Q and 5C which were prepared at the Board's request.

Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Parr, to adopt Resolution No. 74-R-2024 – A Resolution of the Board of Trustees of the Town of Mead, Colorado, Supporting Passage of Ballot Issue 2Q (the Public Safety / Mead Police Department Funding Ballot Issue) at the November 5, 2024 Regular Election. Motion carried 6-0, on a roll call vote.

- c. **Resolution No. 75-R-2024** - A Resolution of the Board of Trustees of the Town of Mead, Colorado, Urging the Registered Electors of the Town of Mead to Vote "Yes" on the Ballot Issue Seeking Approval of a \$739.8 Million Bond for the St. Vrain Valley School District (Ballot Issue 5C) at the November 5, 2024 Election

Motion was made by Trustee Harris, seconded by Trustee Schranz, to adopt Resolution No. 75-R-2024 – A Resolution of the Board of Trustees of the Town of Mead, Colorado, Urging the Registered Electors of the Town of Mead to Vote "Yes" on the Ballot Issue Seeking Approval of a \$739.8 Million Bond for the St. Vrain Valley School District (Ballot Issue 5C) at the November 5, 2024 Election. Motion carried 5-1, on a roll call vote. Mayor Whitlow and Trustees Cartwright, Harris, Parr and Schranz voted yes; Trustee Brodhead voted no.

11. Public Hearing

- a. **Public Hearing: Proposed Code Amendments Related to Renewable Energy Facilities Continued from July 29, 2024**

Mayor Whitlow reopened the public hearing regarding Renewable Energy Regulations at 6:40 p.m. The Hearing was continued from July 29, 2024 and August 12, 2024.

Community Development Director Jason Bradford presented the updates to the regulations which were requested by the Board of Trustees including clear requirement on removal of defunct equipment, height restrictions on wind turbines, zoning and detail on decommissioning plans.

There was no public comment.

The Board discussed requirements for financial responsibility of decommissioning and safety of the height limits.

Mayor Whitlow closed the public hearing at 6:55 p.m.

- i. **Ordinance No. 1064** - An Ordinance of the Town of Mead, Colorado Approving Certain Amendments to the *Mead Municipal Code* Establishing Development Standards for Renewable Energy Facilities

Motion was made by Trustee Parr, seconded by Trustee Brodhead, to adopt Ordinance No. 1064 – An Ordinance of the Town of Mead, Colorado, Approving Certain Amendments to the Mead Municipal Code Establishing Development Standards for Renewable Energy Facilities. Motion carried 6-0, on a roll call vote.

12. Public Comment: 3 minute time limit. Comment is for any item whether it is on the agenda or not, unless it is set for public hearing.

Wayne Tolliver, Liberty Mead Metropolitan District, spoke regarding graffiti in Sorrento Park. The District is meeting with the police for options and considering limiting park hours. Mr. Tolliver personally expressed his support for ballot issue #2Q – a sales tax to support Mead Police.

13. Elected Official Reports

- a. Town Trustees

The Board requested an update on information regarding an employee survey.

- b. Mayor Whitlow

Mayor Whitlow thanked the Community Engagement team for their support of the Homecoming Parade and Flag Retirement Ceremony.

14. Adjournment

Motion was made by Trustee Schranz, seconded by Mayor Pro Tem Cartwright, to adjourn the meeting. Motion carried 6-0, on a roll call vote.

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 7:01 p.m. on Monday, September 30, 2024.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

Report Criteria:

Aging by Date

Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
1	St. Vrain Valley School District	818.71	818.71	-	-	-	-	-	-
45	Mead Development Group, Inc.	76,696.73	-	80,858.23	4,161.50-	-	-	-	-
162	Mead High School	693.00	693.00	-	-	-	-	-	-
214	Mead Towne Center	5,750.00	-	-	-	-	-	-	5,750.00
239	Gopher Gulch	5,126.00	-	5,126.00	-	-	-	-	-
256	Prosper Land & Development LLC	19,597.50	-	10,850.00	4,060.00	4,687.50	-	-	-
270	Highland Development Services Inc	141.40	-	867.59-	2,895.00-	-	-	-	3,903.99
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
285	Boulder Scientific Company, LLC	2,360.00-	-	-	-	-	-	-	2,360.00-
290	Forestar Real Estate Group	3,530.00-	-	70.00	-	1,300.00-	1,495.00-	130.00-	675.00-
292	BREG Industrial Development	16,639.09	-	-	2,953.00	-	-	-	13,686.09
296	Silver Point Development	1,600.85	-	1,318.05	282.80	-	-	-	-
297	Meadow Ridge Development, Inc	205.03	-	205.03	-	-	-	-	-
298	Century Land Holdings LLC	3,488.00	-	3,488.00	-	-	-	-	-
299	Lizondo Futbol Academy LLC	1,665.49	-	-	-	272.70	-	1,144.84	247.95
307	Tharaldson c/o Ventana Capital, Inc	90.90	-	90.90	-	-	-	-	-
314	Weld Development Company LLC	282.80	-	282.80	-	-	-	-	-
320	Lorson South Land Corp c/o Landhuis C	2,590.65	-	-	-	1,833.15	181.80	575.70	-
323	Enyo Power Partners, LLC	2,519.95	-	1,771.54	748.41	-	-	-	-
325	Red Barn Metropolitan District	2,203.05-	-	-	-	-	-	-	2,203.05-
326	AMK Properties LLC	2,907.89	2,907.89	-	-	-	-	-	-
327	17790 CR 7 LLC	69.44	-	-	-	-	-	-	69.44
329	Club Car Wash Operating LLC	1,282.70	424.20	858.50	-	-	-	-	-
331	Mountain Legacy LLC	3,005.77	-	-	-	-	-	-	3,005.77
336	Front Range Investment Holdings LLC	8,797.38	39,358.01	-	-	-	-	-	30,560.63-
338	JMB Collection LLC	1,876.58	1,310.98	565.60	-	-	-	-	-
339	Vaulter Real Estate / Investments	170.70-	-	-	-	-	-	-	170.70-
346	Mountain View Fire Protection District	866.00	206.00	660.00	-	-	-	-	-
347	Mead Industrial Development Group	565.50	-	565.50	-	-	-	-	-
349	Alphabet Investments, Inc	1,434.30	1,414.00	20.30	-	-	-	-	-
9997	Misc AR Invoices	1,040.00	-	-	-	540.00	500.00	-	-
Grand Totals:		149,057.66	47,132.79	105,862.86	987.71	6,033.35	813.20-	1,590.54	11,736.39-

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
10/24	10/14/2024	38900	ADAMSON POLICE PRODUCTS	INV421232	01-42-5254	Uniforms	98.10
10/24	10/14/2024	38900	ADAMSON POLICE PRODUCTS	INV421484	01-42-5254	Uniforms	486.00
10/24	10/14/2024	38900	ADAMSON POLICE PRODUCTS	INV421913	01-42-5254	Uniform - TJ	1,228.23
10/24	10/14/2024	38900	ADAMSON POLICE PRODUCTS	INV421983	01-42-5254	Uniform	131.31
Total 38900:							1,943.64
10/24	10/14/2024	38901	Alderman Bernstein LLC	20310	14-44-8503	3rd & Welker - Legal	721.00
Total 38901:							721.00
10/24	10/14/2024	38902	AM Construction Supply Inc	3348	04-44-5254	Grinder Cutting Wheel 45	129.99
Total 38902:							129.99
10/24	10/14/2024	38903	Amazon Capital Services Inc	13NM-YHNNH	01-42-5210	Supplies	37.13
10/24	10/14/2024	38903	Amazon Capital Services Inc	1K9J-QFHX-	01-42-5210	USB Cable - Supplies	18.98
10/24	10/14/2024	38903	Amazon Capital Services Inc	1LLQ-7GLM-	01-42-5200	Supplies	9.98
10/24	10/14/2024	38903	Amazon Capital Services Inc	1LRM-M9KR	01-42-5210	Supplies	19.99
10/24	10/14/2024	38903	Amazon Capital Services Inc	1MY7-QKKP-	01-42-5200	Supplies	9.99
10/24	10/14/2024	38903	Amazon Capital Services Inc	1PJH-JTFX-9	01-42-5210	Supplies	19.99
10/24	10/14/2024	38903	Amazon Capital Services Inc	1XR1-NXD3-	01-42-5210	iPhone case (x15)	363.60
Total 38903:							479.66
10/24	10/14/2024	38904	AXON ENTERPRISES, INC.	INUS284129	01-42-5255	ProLicense Bundle	1,403.99
Total 38904:							1,403.99
10/24	10/14/2024	38905	Batteries Plus	P76408621	01-40-5215	TH Lights	14.96
Total 38905:							14.96
10/24	10/14/2024	38906	Bluebeam Inc	2071297	01-47-5331	Subscription Renewal (1 seat)	119.00
10/24	10/14/2024	38906	Bluebeam Inc	2071297	01-43-5331	Subscription Renewal (3 seats)	357.00
Total 38906:							476.00
10/24	10/14/2024	38907	BUCKEYE WELDING SUPPLY C	05098341	04-44-5369	Cylinder Rental	7.65
Total 38907:							7.65
10/24	10/14/2024	38908	CASELLE	136081	01-40-5399	Fin Software Support - Admin	752.85
10/24	10/14/2024	38908	CASELLE	136081	01-48-5399	Fin Software Support - Court	167.30
10/24	10/14/2024	38908	CASELLE	136081	06-40-5399	Fin Software Support - Sewer	585.55
10/24	10/14/2024	38908	CASELLE	136081	01-49-5399	Fin Software Support - Comm Dev	167.30
Total 38908:							1,673.00
10/24	10/14/2024	38909	CO AUTO LGMTFRD LLC	80125043/1	01-43-5216	R & M - KF	110.99
Total 38909:							110.99

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
10/24	10/14/2024	38910	COLLEEN WHITLOW	Q3 - WHITLO	01-41-5700	Mileage Reimbursement - Q3	976.19
10/24	10/14/2024	38910	COLLEEN WHITLOW	Q3 - WHITLO	01-41-5700	Pkg Reimbursement - Jan - Jun 2024 - mi	275.00
10/24	10/14/2024	38910	COLLEEN WHITLOW	Q3 - WHITLO	01-41-5700	Parking Reimbursement Q3 (9*\$25)	225.00
Total 38910:							1,476.19
10/24	10/14/2024	38911	COLO DEPT OF TRANSPORTATI	1800009744	01-02-2615	Cust #FAB0542 - SH66/CR7 - Mead Plac	27,564.01
Total 38911:							27,564.01
10/24	10/14/2024	38912	Courtesy Lawn & Tree Care Inc	33101	01-45-5363	Open Space Weed Control	6,650.00
Total 38912:							6,650.00
10/24	10/14/2024	38913	CPS HR Consulting	0014445	01-40-5401	HR Consulting - Aug	6,553.19
10/24	10/14/2024	38913	CPS HR Consulting	0014445	06-40-5401	HR Consulting - Aug	326.09
10/24	10/14/2024	38913	CPS HR Consulting	0014445	20-40-5401	HR Consulting - Aug	256.16
Total 38913:							7,135.44
10/24	10/14/2024	38914	CTL THOMPSON INC.	720516	09-49-8516	Community Center	4,845.00
Total 38914:							4,845.00
10/24	10/14/2024	38915	David Jay Thrower	10012024ME	01-48-5040	Municipal court judge - Sept	1,500.00
Total 38915:							1,500.00
10/24	10/14/2024	38916	Denali Water Solutions LLC	INV907777	06-47-5231	Sludge Disposal	913.36
10/24	10/14/2024	38916	Denali Water Solutions LLC	INV914738	06-47-5231	Sludge Disposal	910.56
Total 38916:							1,823.92
10/24	10/14/2024	38917	Dohn Construction, Inc	12684	14-44-5568	Community Center	48,897.41
10/24	10/14/2024	38917	Dohn Construction, Inc	12684	14-02-2005	Community Center	2,444.87-
10/24	10/14/2024	38917	Dohn Construction, Inc	12684	09-49-8516	Community Center	184,955.19
10/24	10/14/2024	38917	Dohn Construction, Inc	12684	09-02-2005	Community Center	9,247.76-
Total 38917:							222,159.97
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5265	senior picnic	15.69
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5265	senior picnic	142.09
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5331	subscription	144.00
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5421	Eco Dev. Software subscription	144.00
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5203	staff apparel_Mark Mascardo	284.45
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5349	wellness subscription	140.00
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5261	Community Day activity	1,000.00
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5261	Community Day shirts	1,420.90
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5261	Community Day ads	2.01
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5261	Community Day ads	50.76
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5260	rec supplies	51.64
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5261	Community Day water	5.36
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5349	Nectar reward	187.00
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5261	Community Day band food	527.66
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5331	newsletter subscription	45.00
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5261	CD fireworks permit	113.24

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5421	Eco Dev Software subscription	239.88
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5331	URL subscription	35.00
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5349	wellness lunch	119.95
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5260	flag football ref	350.00
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5349	nectar reward	299.25
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-40-5331	Board webinar subscription	79.00
10/24	10/14/2024	38918	Elan Cardmember Service	1368 9/25/24	01-49-5265	senior lunch	17.40
10/24	10/14/2024	38918	Elan Cardmember Service	1454 9/25/24	01-43-5331	APA Membership - JMB	768.00
10/24	10/14/2024	38918	Elan Cardmember Service	3514 9/25/24	01-40-5331	Online Subscription - Greeley Tribune	6.99
10/24	10/14/2024	38918	Elan Cardmember Service	3866 9/25/24	01-42-5201	Adobe subscription	19.99
10/24	10/14/2024	38918	Elan Cardmember Service	3866 9/25/24	01-42-5201	Yearly fee	100.00
10/24	10/14/2024	38918	Elan Cardmember Service	3866 9/25/24	01-42-5201	Satelite text	49.90
10/24	10/14/2024	38918	Elan Cardmember Service	3866 9/25/24	01-42-5254	Tournaquet	145.35
10/24	10/14/2024	38918	Elan Cardmember Service	3866 9/25/24	01-42-5216	Toyota Services	15.00
10/24	10/14/2024	38918	Elan Cardmember Service	3866 9/25/24	01-42-5201	Notary	5.88
10/24	10/14/2024	38918	Elan Cardmember Service	3866 9/25/24	01-42-5201	Notary stamps x2	55.70
10/24	10/14/2024	38918	Elan Cardmember Service	3866 9/25/24	01-42-5700	Lee going away party	108.44
10/24	10/14/2024	38918	Elan Cardmember Service	3866 9/25/24	01-42-5201	Remarkable	5.98
10/24	10/14/2024	38918	Elan Cardmember Service	3866 9/25/24	01-42-5201	Adobe subscription	19.99
10/24	10/14/2024	38918	Elan Cardmember Service	3866 9/25/24	01-42-5201	Headphones	89.99
10/24	10/14/2024	38918	Elan Cardmember Service	3866 9/25/24	01-42-5201	Remarkable Trans Fee	.11
10/24	10/14/2024	38918	Elan Cardmember Service	5590 9/25/24	01-47-5203	Uniforms - EP	263.34
10/24	10/14/2024	38918	Elan Cardmember Service	6819 9/25/24	01-42-5210	Wasp Spray	9.99
10/24	10/14/2024	38918	Elan Cardmember Service	6819 9/25/24	01-42-5210	Notary Test - SH	10.00
10/24	10/14/2024	38918	Elan Cardmember Service	6819 9/25/24	01-42-5210	Notary Test - MR	10.00
10/24	10/14/2024	38918	Elan Cardmember Service	6819 9/25/24	01-42-5216	Postage for auto part repair	47.18
10/24	10/14/2024	38918	Elan Cardmember Service	6819 9/25/24	01-42-5216	Windshield washer fluid	17.94
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	04-44-5216	R.O.W. Mower	489.11
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	04-44-5330	Trent TCS - Training	60.00
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	04-44-5254	Tools	1,048.24
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	04-44-5331	DOT Physicals	220.00
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	01-45-5201	Parks connectivity	30.00
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	04-44-5330	PWX - BH	61.10
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	01-45-5201	Parks connectivity	30.00
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	01-45-5201	Parks connectivity	30.00
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	01-45-5201	Parks connectivity	30.00
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	01-45-5201	Parks connectivity	30.00
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	04-44-5201	Fleetio Vehicle Plan	63.63
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	04-44-5330	Equipment Code	18.00
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	04-44-5330	PWX - BH - Lunch	62.26
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	04-44-5330	PWX - BH	127.81
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	04-44-5330	PWX - BH	154.54
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	04-44-5330	PWX - BH	50.00
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	01-45-5330	CPSI - TM - JM	853.17
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	04-44-5254	Tools	444.90
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	01-45-5201	Parks connectivity	30.00
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	04-44-5330	APWA Western Snow & Ice - PW	1,500.00
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	04-44-5330	APWA Western Snow & Ice - PW	150.00
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	04-44-5216	Oil / Used pick up	275.00
10/24	10/14/2024	38918	Elan Cardmember Service	7665 9/25/24	01-45-5201	Parks connectivity	30.00
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-41-5700	BOT mtg 8/26/24	173.53
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	9.85
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	19.70
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5331	Online Subscription - No Receipt	36.81
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5331	Online Subscription - No Receipt	11.00
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	9.85

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	9.85
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	9.85
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5700	EE appreciation	24.23
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	9.85
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	9.85
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5330	HR Training - MS	737.04
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5331	Online Subscription - No Receipt	9.99
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	9.85
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-41-5700	BOT mtg 9/9/24	173.53
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	19.70
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	19.70
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	9.85
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	9.85
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5331	ASCE 2 yr Membership - HM	592.00
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-41-5330	CML Dist 2 Mtg - HM	30.00
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	9.85
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5331	Online Subscription - No Receipt	18.99
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	9.85
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5330	HR Training Tax Refund	91.04-
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	9.85
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	9.85
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5205	Postage	9.85
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-48-5330	CAMCA Annl Mtg - MH	77.00
10/24	10/14/2024	38918	Elan Cardmember Service	7700 9/25/24	01-40-5331	Microsoft 365 Subscription	863.50
Total 38918:							15,805.39
10/24	10/14/2024	38919	FAIRBANK EQUIPMENT INC	S2510508.00	01-45-5500	New Spray Tank for UTV	4,302.10
Total 38919:							4,302.10
10/24	10/14/2024	38920	Felsburg Holt & Ullevig	42332	14-44-8503	3rd & Welker Improvements - Design Svs	679.00
10/24	10/14/2024	38920	Felsburg Holt & Ullevig	42333	14-44-8503	3rd & Welker - Aug	1,736.25
Total 38920:							2,415.25
10/24	10/14/2024	38921	Fox Tuttle Transportation Group	19021-66A	01-47-5405	Mead On-Call Svs - Aug	505.00
10/24	10/14/2024	38921	Fox Tuttle Transportation Group	19021-66B	01-02-2615	Red Barn (298)	330.00
10/24	10/14/2024	38921	Fox Tuttle Transportation Group	19021-66C	01-02-2615	AMK Property (326)	220.00
Total 38921:							1,055.00
10/24	10/14/2024	38922	FRONT RANGE PORTABLE RES	1507	01-49-5262	Community Day Event	890.00
10/24	10/14/2024	38922	FRONT RANGE PORTABLE RES	1508	01-45-5210	Liberty Ranch	157.50
Total 38922:							1,047.50
10/24	10/14/2024	38923	FRONTIER SELF STORAGE	110124 - FR	01-40-5700	Storage	100.00
Total 38923:							100.00
10/24	10/14/2024	38924	Green Hills Sod Farm, Inc	77980	01-45-5215	Sod repair after tree removal	57.00
Total 38924:							57.00
10/24	10/14/2024	38925	GREEN MILL SPORTSMAN CLU	144	01-42-5330	Shooting Range - Police	150.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38925:							150.00
10/24	10/14/2024	38926	HELEN MIGCHELBRINK	93024 - MIG	01-40-5330	Meals/Pkg/Gas Reimbursement - ICMA	340.00
10/24	10/14/2024	38926	HELEN MIGCHELBRINK	93024 - MIG	01-40-5330	Rental Car Reimbursement - ICMA Conf	432.54
10/24	10/14/2024	38926	HELEN MIGCHELBRINK	93024 - MIG	01-40-5330	Airfare Reimbursement - ICMA Conf	1,138.97
10/24	10/14/2024	38926	HELEN MIGCHELBRINK	93024 - MIG	01-40-5330	Rideshare reimbursement - to/from DIA	70.00
Total 38926:							1,981.51
10/24	10/14/2024	38927	International Agents Inc	001214	01-42-5343	Contractual Services - Sept	1,350.00
Total 38927:							1,350.00
10/24	10/14/2024	38928	Johnston Enterprises Inc	520015716	01-44-5216	31-MHD (x3) - vehicle battery	428.85
Total 38928:							428.85
10/24	10/14/2024	38929	Karla Motley	093024 - MO	01-41-5700	BOT Meal 9-30-24	98.36
Total 38929:							98.36
10/24	10/14/2024	38930	KENYON P. JORDAN PHD	2609-5	01-42-5075	Screening - TJ and MS	600.00
Total 38930:							600.00
10/24	10/14/2024	38931	KLEEN-TECH SERVICES CORP	INV389038	01-40-5050	Janitorial Services	715.48
10/24	10/14/2024	38931	KLEEN-TECH SERVICES CORP	INV389038	01-42-5050	Janitorial Services	876.03
10/24	10/14/2024	38931	KLEEN-TECH SERVICES CORP	INV389038	01-47-5050	Janitorial Services	787.78
Total 38931:							2,379.29
10/24	10/14/2024	38932	Land Title Guarantee Company, L	25213006	14-44-8533	ROW - CR 34 Bridge	1,069.00
Total 38932:							1,069.00
10/24	10/14/2024	38933	Landsea Homes of CO LLC	092624 - 182	99-01-1075	3037 Lake Helen Blvd Refund overpmt.	81.80
10/24	10/14/2024	38933	Landsea Homes of CO LLC	092624 - 184	99-01-1075	16867 McKay Dr - Refund overpmt. Acco	88.07
10/24	10/14/2024	38933	Landsea Homes of CO LLC	092624 - 184	99-01-1075	16927 McKay Dr - Refund overpmt. Acco	9.64
Total 38933:							179.51
10/24	10/14/2024	38934	LONGS PEAK WATER DISTRICT	5200605.01	01-45-5305	Libert Ranch Irrigation Aug-Sept 2024	1,847.88
Total 38934:							1,847.88
10/24	10/14/2024	38935	MAIN STREET MAT COMPANY	241520	01-40-5210	Mat svs	69.36
10/24	10/14/2024	38935	MAIN STREET MAT COMPANY	241525	01-47-5210	Mat Svs - PW	103.03
Total 38935:							172.39
10/24	10/14/2024	38936	Mark Mascardo	093024 - MA	01-49-5700	Parking reimbursement - Denver 9/18 an	32.00
Total 38936:							32.00
10/24	10/14/2024	38937	MARY STRUTT	Q3 - STRUT	01-40-5705	Mileage Reimbursement Q3	209.71

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
10/24	10/14/2024	38937	MARY STRUTT	Q3 - STRUT	01-40-5330	Meals Reimbursement - EC Conf Denver	81.00
10/24	10/14/2024	38937	MARY STRUTT	Q3 - STRUT	01-41-5841	Coffee w/ Mayor - Aug & Sept	65.56
Total 38937:							356.27
10/24	10/14/2024	38938	MBI-Medicine for Business and In	901391	01-42-5075	Screening - BN	38.52
10/24	10/14/2024	38938	MBI-Medicine for Business and In	903247	01-49-5075	Drugscreening - VL	38.52
Total 38938:							77.04
10/24	10/14/2024	38939	Minuteman Press	13324	01-42-5075	Business Cards - TJ	68.09
10/24	10/14/2024	38939	Minuteman Press	13325	01-47-5075	Business Cards - KF	53.54
10/24	10/14/2024	38939	Minuteman Press	13419	01-42-5075	Bus. Cards - M Smith	78.81
Total 38939:							200.44
10/24	10/14/2024	38940	Nancy Johnson	093024 - JO	01-49-5265	Mileage - Sr Lunch	4.02
Total 38940:							4.02
10/24	10/14/2024	38941	NeoTreks, Inc	04055	04-44-5331	Plow Ops Subscription	350.00
Total 38941:							350.00
10/24	10/14/2024	38942	OCCUPATIONAL HEALTH CENT	17725364	01-42-5075	Screening - TJ	900.00
10/24	10/14/2024	38942	OCCUPATIONAL HEALTH CENT	17725364	01-49-5075	Screening - FM	69.00
Total 38942:							969.00
10/24	10/14/2024	38943	One Way Inc	347215	06-47-5310	D13927E - 4504 Welker - Trash	132.74
10/24	10/14/2024	38943	One Way Inc	347243	01-47-5310	D13927G - 1341 CR 34 - Trash	79.49
10/24	10/14/2024	38943	One Way Inc	347371	01-47-5310	D13927H - 1341 CR 34 - Recycle	105.47
10/24	10/14/2024	38943	One Way Inc	347422	01-42-5310	D13927A - 537 Main St - Trash	79.49
10/24	10/14/2024	38943	One Way Inc	347423	01-42-5310	D13927B - 537 Main St - Recycle	51.09
10/24	10/14/2024	38943	One Way Inc	347438	01-40-5310	D13927C - 441 Third St - Trash	79.49
10/24	10/14/2024	38943	One Way Inc	347439	01-40-5310	D13927D - 441 Third St - Recycle	51.09
10/24	10/14/2024	38943	One Way Inc	347479	01-42-5310	D13927F - 201 Welker	27.29
Total 38943:							606.15
10/24	10/14/2024	38944	PerkCity Inc	24098	01-49-5349	Wellness Rewards	360.00
Total 38944:							360.00
10/24	10/14/2024	38945	RAMEY ENVIRONMENTAL COM	27997	06-47-5396	Raterink - R&M	11,354.56
10/24	10/14/2024	38945	RAMEY ENVIRONMENTAL COM	28273	06-47-5396	Raterink - Sept.	336.30
10/24	10/14/2024	38945	RAMEY ENVIRONMENTAL COM	28299	06-47-5390	Wastewater svcs - Sept	6,065.79
10/24	10/14/2024	38945	RAMEY ENVIRONMENTAL COM	28299	06-47-5215	Equipment	548.22
10/24	10/14/2024	38945	RAMEY ENVIRONMENTAL COM	28299	06-47-5391	Lab Services	323.52
10/24	10/14/2024	38945	RAMEY ENVIRONMENTAL COM	28299	06-47-5215	Facility Operator	667.45
Total 38945:							19,295.84
10/24	10/14/2024	38946	Ryan Corbett	093024 - CO	01-47-5203	Uniforms - reimbursement RC	271.30

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38946:							271.30
10/24	10/14/2024	38947	STAPLES ADVANTAGE	7002410396	01-47-5210	6013154546 - Op Supplies	43.46
10/24	10/14/2024	38947	STAPLES ADVANTAGE	7002410396	01-47-5210	6013154550 - Op Supplies	40.72
10/24	10/14/2024	38947	STAPLES ADVANTAGE	7002410396	01-42-5200	6013154545 - Supplies	129.68
10/24	10/14/2024	38947	STAPLES ADVANTAGE	7002410396	01-47-5210	6013154548 - Op Supplies	116.52
10/24	10/14/2024	38947	STAPLES ADVANTAGE	7002410396	01-48-5700	6013154552 - Court Supplies	16.78
10/24	10/14/2024	38947	STAPLES ADVANTAGE	7002410396	01-40-5210	6013154554 - Supplies	19.96
10/24	10/14/2024	38947	STAPLES ADVANTAGE	7002410396	01-42-5210	6013154554 - Supplies	6.00
10/24	10/14/2024	38947	STAPLES ADVANTAGE	7002410396	01-40-5210	6013154560 - Supplies	123.55
10/24	10/14/2024	38947	STAPLES ADVANTAGE	7002410396	01-40-5200	6013154560 - Supplies (first aid)	9.67
Total 38947:							506.34
10/24	10/14/2024	38948	STERLING TALENT SOLUTIONS	10002596	01-45-5075	Background Checks - AD	66.64
10/24	10/14/2024	38948	STERLING TALENT SOLUTIONS	10002596	04-44-5075	Background Checks - RL	66.64
10/24	10/14/2024	38948	STERLING TALENT SOLUTIONS	10002596	01-47-5075	Background Checks - KF	66.64
10/24	10/14/2024	38948	STERLING TALENT SOLUTIONS	10002596	01-42-5075	Background Checks - PM	63.80
10/24	10/14/2024	38948	STERLING TALENT SOLUTIONS	10002596	01-40-5700	Background Checks - NS (Peddler)	48.12
10/24	10/14/2024	38948	STERLING TALENT SOLUTIONS	10002596	01-49-5075	Background Checks - VL and FM	133.28
Total 38948:							445.12
10/24	10/14/2024	38949	THE HARTFORD-GROUP BENE	9247063542	01-40-5066	STD / LTD Insurance	195.44
10/24	10/14/2024	38949	THE HARTFORD-GROUP BENE	9247063542	01-41-5066	STD / LTD Insurance	10.43
10/24	10/14/2024	38949	THE HARTFORD-GROUP BENE	9247063542	01-42-5066	STD / LTD Insurance	342.62
10/24	10/14/2024	38949	THE HARTFORD-GROUP BENE	9247063542	01-43-5066	STD / LTD Insurance	240.60
10/24	10/14/2024	38949	THE HARTFORD-GROUP BENE	9247063542	04-44-5066	STD / LTD Insurance	260.55
10/24	10/14/2024	38949	THE HARTFORD-GROUP BENE	9247063542	01-45-5066	STD / LTD Insurance	234.27
10/24	10/14/2024	38949	THE HARTFORD-GROUP BENE	9247063542	01-47-5066	STD / LTD Insurance	169.13
10/24	10/14/2024	38949	THE HARTFORD-GROUP BENE	9247063542	01-48-5066	STD / LTD Insurance	32.63
10/24	10/14/2024	38949	THE HARTFORD-GROUP BENE	9247063542	01-49-5066	STD / LTD Insurance	166.34
10/24	10/14/2024	38949	THE HARTFORD-GROUP BENE	9247063542	06-40-5066	STD / LTD Insurance	105.31
10/24	10/14/2024	38949	THE HARTFORD-GROUP BENE	9247063542	20-40-5066	STD / LTD Insurance	106.07
Total 38949:							1,863.39
10/24	10/14/2024	38950	TOWN OF MEAD	18.02 - 10/1/	01-40-5305	242 Dillingham Ave	49.82
10/24	10/14/2024	38950	TOWN OF MEAD	31.11 - 10/1/2	01-42-5305	201 Welker Sewer	45.28
10/24	10/14/2024	38950	TOWN OF MEAD	338.01 - 10/1	01-40-5305	Town Hall Sewer	59.77
10/24	10/14/2024	38950	TOWN OF MEAD	453.01 - 10/1	01-42-5305	PD Sewer (535 Main St)	136.15
10/24	10/14/2024	38950	TOWN OF MEAD	478.02 - 10/1	01-40-5305	242 Main St	49.82
10/24	10/14/2024	38950	TOWN OF MEAD	566.02 - 10/1	01-45-5305	Bean Plant Sewer (401 Third St)	49.82
10/24	10/14/2024	38950	TOWN OF MEAD	630.04 - 10/1	01-40-5305	505 3rd St Sewer	49.82
Total 38950:							440.48
10/24	10/14/2024	38951	TRIDENT SECURITY SYSTEMS	42489	01-40-5399	Alarm Monitoring - TH	105.00
10/24	10/14/2024	38951	TRIDENT SECURITY SYSTEMS	42489	01-42-5399	Alarm Monitoring - PD	105.00
Total 38951:							210.00
10/24	10/14/2024	38952	US Bank Voyager Fleet Systems	8694028342	01-40-5253	Fuel	42.43
10/24	10/14/2024	38952	US Bank Voyager Fleet Systems	8694028342	01-43-5253	Fuel	147.06
10/24	10/14/2024	38952	US Bank Voyager Fleet Systems	8694028342	04-44-5253	Fuel	886.76

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
10/24	10/14/2024	38952	US Bank Voyager Fleet Systems	8694028342	01-45-5253	Fuel	1,096.90
10/24	10/14/2024	38952	US Bank Voyager Fleet Systems	8694028342	01-47-5253	Fuel	298.09
10/24	10/14/2024	38952	US Bank Voyager Fleet Systems	8694028342	01-49-5253	Fuel	47.81
10/24	10/14/2024	38952	US Bank Voyager Fleet Systems	8694028342	06-47-5253	Fuel	148.89
10/24	10/14/2024	38952	US Bank Voyager Fleet Systems	8694028342	01-42-5253	Fuel	1,864.88
10/24	10/14/2024	38952	US Bank Voyager Fleet Systems	8694028342	01-42-5253	Fuel - discount	1.10-
Total 38952:							4,531.72
10/24	10/14/2024	38953	Utility Notification Center of Color	224090926	06-47-5392	Line locates	633.39
Total 38953:							633.39
10/24	10/14/2024	38954	Voiance Language Services LLC	2024068720	01-42-5331	OPI Interpretation Svs - Sept.	6.21
Total 38954:							6.21
10/24	10/14/2024	38955	WHITE BEAR ANKELE TANAKA	37134	20-40-5400	MURA Legal	1,517.00
Total 38955:							1,517.00
10/24	10/14/2024	38956	Wilson & Company Inc	129803	01-02-2615	1601 - CR 38 Interchg (336)	37,232.50
10/24	10/14/2024	38956	Wilson & Company Inc	129804	04-44-5405	Sekich Bus Park	7,160.00
10/24	10/14/2024	38956	Wilson & Company Inc	129805	14-44-9110	WCR 7 Improvements	23,273.30
Total 38956:							67,665.80
10/24	10/14/2024	38957	WSB LLC	2-303562-00	14-44-8533	CR 34 Bridge Design - July	12,135.50
10/24	10/14/2024	38957	WSB LLC	2-303562-00	14-44-8533	CR 34 Bridge Design - Aug	11,474.00
Total 38957:							23,609.50
10/24	10/04/2024	100424100	UNITED POWER	61303 9/17/2	01-45-5305	Area Light - Highland	11.90
10/24	10/04/2024	100424100	UNITED POWER	88601 9/17/2	04-44-5305	Street Lights	3,266.57
Total 100424100:							3,278.47
10/24	10/04/2024	100424101	XCEL ENERGY	894894964	01-47-5305	1341 CR 34	75.10
10/24	10/04/2024	100424101	XCEL ENERGY	894909609	01-40-5305	Town Hall	51.58
10/24	10/04/2024	100424101	XCEL ENERGY	894919796	01-42-5305	201 Welker - Acct # 53-0013609291-7	16.08
10/24	10/04/2024	100424101	XCEL ENERGY	895355318	01-42-5305	537 4th St - acct 53-2929790-5	59.21
Total 100424101:							201.97
10/24	10/07/2024	100724100	CEBT	INV 0070144	01-02-2310	Health Insurance	45,498.18
10/24	10/07/2024	100724100	CEBT	INV 0070144	06-02-2310	Health Insurance	1,900.98
10/24	10/07/2024	100724100	CEBT	INV 0070144	20-02-2310	Health Insurance	2,639.50
10/24	10/07/2024	100724100	CEBT	INV 0070144	04-02-2310	Health Insurance	6,454.29
Total 100724100:							56,492.95
10/24	10/07/2024	100724101	Fusion Cloud Company	9956794	01-40-5300	Phone Bill	279.57
Total 100724101:							279.57
10/24	10/07/2024	100724102	TDS Accounts Payable	0006545 9/1	01-40-5325	Internet	460.30

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
10/24	10/07/2024	100724102	TDS Accounts Payable	0014762	01-42-5325	Internet	132.45
Total 100724102:							592.75
10/24	10/07/2024	100724103	Xpress Bill Pay	INV-XPR015	06-40-5701	Credit Transaction	582.63
10/24	10/07/2024	100724103	Xpress Bill Pay	INV-XPR015	01-40-5701	Credit Transaction	145.66
10/24	10/07/2024	100724103	Xpress Bill Pay	INV-XPR015	06-11-4160	NSF	28.00
Total 100724103:							756.29
10/24	10/14/2024	101424100	HOME DEPOT CREDIT SERVIC	2769 09/20/2	01-49-5262	1154154 - Carpet to cover tree extracatio	171.36
10/24	10/14/2024	101424100	HOME DEPOT CREDIT SERVIC	2769 09/20/2	01-45-5370	4611630 - Mum Pot (x10)	69.80
Total 101424100:							241.16
10/24	10/14/2024	101424101	JOHN DEERE FINANCIAL	2960235	04-44-5491	Wheel Loader Lease	3,223.46
Total 101424101:							3,223.46
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	1003301 9/2	01-47-5305	1341 WC 34	99.38
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	347002 9/20/	04-44-5305	1782 WC 32	46.72
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	607001 9/20/	06-47-5305	5423 WC 32	34.39
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	618801 9/20/	01-45-5305	150 Main St	50.34
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	619202 9/20/	01-45-5305	401 3rd St	34.39
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	619802 9/20/	01-45-5305	242 Dillingham	34.48
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	620201 9/20/	01-45-5305	2700 WC 34.5	3,264.24
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	621801 9/20/	01-45-5305	190 1st St	1,222.15
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	622501 9/20/	01-45-5305	365 Welker	50.34
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	624409 9/20/	01-42-5305	201 Welker	34.42
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	650402 9/20/	01-40-5305	242 Main St	34.39
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	657602 9/20/	06-47-5305	4504 E Welker	74.26
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	657701 9/20/	01-45-5305	156 Eagle	328.01
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	657801 9/20/	01-42-5305	537 Main Police	66.69
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	657901 9/20/	01-45-5305	16775 North Creek	568.33
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	658001 9/20/	01-45-5305	441 3rd St (6580)	1,361.47
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	658101 9/20/	01-45-5305	10 Fairburn	50.34
10/24	10/14/2024	101424102	LITTLE THOMPSON WATER DIS	658201 9/20/	01-40-5305	441 3rd St	58.46
Total 101424102:							7,412.80
10/24	10/14/2024	101424103	TRACTOR SUPPLY CREDIT PLA	1350 9/30/24	04-44-5216	Windshield wash and Def	185.75
10/24	10/14/2024	101424103	TRACTOR SUPPLY CREDIT PLA	1350 9/30/24	01-47-5210	Shop Supplies	28.96
10/24	10/14/2024	101424103	TRACTOR SUPPLY CREDIT PLA	1350 9/30/24	01-47-5215	1/2 HP Sump Pump	199.99
10/24	10/14/2024	101424103	TRACTOR SUPPLY CREDIT PLA	1350 9/30/24	01-45-5363	Veg/Herbicide	339.97
Total 101424103:							754.67
10/24	10/14/2024	101424104	CENTURY LINK	0831 09/25/2	01-40-5300	TH Fax - 0831	78.15
10/24	10/14/2024	101424104	CENTURY LINK	4770 - 09/25/	01-42-5300	PD Fax - 4770	74.74
Total 101424104:							152.89
Grand Totals:							512,492.43

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-02-2000	92.14	177,358.35-	177,266.21-
01-02-2310	45,498.18	.00	45,498.18
01-02-2615	65,346.51	.00	65,346.51
01-40-5050	715.48	.00	715.48
01-40-5066	195.44	.00	195.44
01-40-5200	9.67	.00	9.67
01-40-5205	197.00	.00	197.00
01-40-5210	212.87	.00	212.87
01-40-5215	14.96	.00	14.96
01-40-5253	42.43	.00	42.43
01-40-5300	357.72	.00	357.72
01-40-5305	353.66	.00	353.66
01-40-5310	130.58	.00	130.58
01-40-5325	460.30	.00	460.30
01-40-5330	2,799.55	91.04-	2,708.51
01-40-5331	1,618.28	.00	1,618.28
01-40-5399	857.85	.00	857.85
01-40-5401	6,553.19	.00	6,553.19
01-40-5700	172.35	.00	172.35
01-40-5701	145.66	.00	145.66
01-40-5705	209.71	.00	209.71
01-41-5066	10.43	.00	10.43
01-41-5330	30.00	.00	30.00
01-41-5700	1,921.61	.00	1,921.61
01-41-5841	65.56	.00	65.56
01-42-5050	876.03	.00	876.03
01-42-5066	342.62	.00	342.62
01-42-5075	1,749.22	.00	1,749.22
01-42-5200	149.65	.00	149.65
01-42-5201	347.54	.00	347.54
01-42-5210	495.68	.00	495.68
01-42-5216	80.12	.00	80.12
01-42-5253	1,864.88	1.10-	1,863.78
01-42-5254	2,088.99	.00	2,088.99
01-42-5255	1,403.99	.00	1,403.99
01-42-5300	74.74	.00	74.74
01-42-5305	357.83	.00	357.83
01-42-5310	157.87	.00	157.87
01-42-5325	132.45	.00	132.45
01-42-5330	150.00	.00	150.00
01-42-5331	6.21	.00	6.21
01-42-5343	1,350.00	.00	1,350.00
01-42-5399	105.00	.00	105.00
01-42-5700	108.44	.00	108.44
01-43-5066	240.60	.00	240.60
01-43-5216	110.99	.00	110.99
01-43-5253	147.06	.00	147.06
01-43-5331	1,125.00	.00	1,125.00
01-44-5216	428.85	.00	428.85
01-45-5066	234.27	.00	234.27
01-45-5075	66.64	.00	66.64
01-45-5201	210.00	.00	210.00
01-45-5210	157.50	.00	157.50
01-45-5215	57.00	.00	57.00
01-45-5253	1,096.90	.00	1,096.90
01-45-5305	8,873.69	.00	8,873.69

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-45-5330	853.17	.00	853.17
01-45-5363	6,989.97	.00	6,989.97
01-45-5370	69.80	.00	69.80
01-45-5500	4,302.10	.00	4,302.10
01-47-5050	787.78	.00	787.78
01-47-5066	169.13	.00	169.13
01-47-5075	120.18	.00	120.18
01-47-5203	534.64	.00	534.64
01-47-5210	332.69	.00	332.69
01-47-5215	199.99	.00	199.99
01-47-5253	298.09	.00	298.09
01-47-5305	174.48	.00	174.48
01-47-5310	184.96	.00	184.96
01-47-5331	119.00	.00	119.00
01-47-5405	505.00	.00	505.00
01-48-5040	1,500.00	.00	1,500.00
01-48-5066	32.63	.00	32.63
01-48-5330	77.00	.00	77.00
01-48-5399	167.30	.00	167.30
01-48-5700	16.78	.00	16.78
01-49-5066	166.34	.00	166.34
01-49-5075	240.80	.00	240.80
01-49-5203	284.45	.00	284.45
01-49-5253	47.81	.00	47.81
01-49-5260	401.64	.00	401.64
01-49-5261	3,119.93	.00	3,119.93
01-49-5262	1,061.36	.00	1,061.36
01-49-5265	179.20	.00	179.20
01-49-5331	224.00	.00	224.00
01-49-5349	1,106.20	.00	1,106.20
01-49-5399	167.30	.00	167.30
01-49-5421	383.88	.00	383.88
01-49-5700	32.00	.00	32.00
04-02-2000	.00	26,762.97-	26,762.97-
04-02-2310	6,454.29	.00	6,454.29
04-44-5066	260.55	.00	260.55
04-44-5075	66.64	.00	66.64
04-44-5201	63.63	.00	63.63
04-44-5216	949.86	.00	949.86
04-44-5253	886.76	.00	886.76
04-44-5254	1,623.13	.00	1,623.13
04-44-5305	3,313.29	.00	3,313.29
04-44-5330	2,183.71	.00	2,183.71
04-44-5331	570.00	.00	570.00
04-44-5369	7.65	.00	7.65
04-44-5405	7,160.00	.00	7,160.00
04-44-5491	3,223.46	.00	3,223.46
06-02-2000	.00	25,671.99-	25,671.99-
06-02-2310	1,900.98	.00	1,900.98
06-11-4160	28.00	.00	28.00
06-40-5066	105.31	.00	105.31
06-40-5399	585.55	.00	585.55
06-40-5401	326.09	.00	326.09
06-40-5701	582.63	.00	582.63
06-47-5215	1,215.67	.00	1,215.67
06-47-5231	1,823.92	.00	1,823.92
06-47-5253	148.89	.00	148.89

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
06-47-5305	108.65	.00	108.65
06-47-5310	132.74	.00	132.74
06-47-5390	6,065.79	.00	6,065.79
06-47-5391	323.52	.00	323.52
06-47-5392	633.39	.00	633.39
06-47-5396	11,690.86	.00	11,690.86
09-02-2000	9,247.76	189,800.19-	180,552.43-
09-02-2005	.00	9,247.76-	9,247.76-
09-49-8516	189,800.19	.00	189,800.19
14-02-2000	2,444.87	99,985.46-	97,540.59-
14-02-2005	.00	2,444.87-	2,444.87-
14-44-5568	48,897.41	.00	48,897.41
14-44-8503	3,136.25	.00	3,136.25
14-44-8533	24,678.50	.00	24,678.50
14-44-9110	23,273.30	.00	23,273.30
20-02-2000	.00	4,518.73-	4,518.73-
20-02-2310	2,639.50	.00	2,639.50
20-40-5066	106.07	.00	106.07
20-40-5400	1,517.00	.00	1,517.00
20-40-5401	256.16	.00	256.16
99-01-1075	179.51	.00	179.51
99-02-2000	.00	179.51-	179.51-
Grand Totals:	536,061.97	536,061.97-	.00

Report Criteria:

Report type: GL detail



Agenda Item Summary

MEETING DATE: October 14, 2024

SUBJECT: **Resolution No. 76-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Ayres Associates Inc for Services Related to the Land Use Code – Major Update Project (RFP No. 2024-007)

PRESENTED BY: Jason Bradford, Community Development Director

SUMMARY

On or about May 10, 2024, the Town of Mead (“Town”) issued a Request for Proposals for the Land Use Code – Major Update Project (RFP No. 2024-007, or “RFP”) for services related to developing and drafting land development regulations to update and modernize the Town’s existing Land Use Code, codified as Chapter 16 of the Mead Municipal Code (the “Services”).

Ayres Associates Inc, a Wisconsin corporation (the “Contractor”), submitted a response to the RFP and represents that it has the requisite expertise and experience to perform the Services. Following a review of responses to the RFP, Staff recommends approving an agreement for professional services with Contractor (the “Agreement”) for a not-to-exceed compensation amount of \$192,846.00 (the “NTE Amount”).

Contractor will utilize certain subcontractors/subconsultants identified in Contractor’s response to the RFP, including Community Planning Strategies, LLC, a Colorado limited liability company (“CPS”) and Multistudio, Inc., a Kansas corporation (“Multistudio”) (together, the “Approved Subcontractors”). The Agreement requires the Contractor to submit an invoice to the Town no more frequently than once a month which includes a specific time and material breakdown of: (1) time spent by the Contractor on the Services; (2) time spent by CPS on the Services; and (3) time spent by Multistudio on the Services. Following approval of an invoice by the Town, the Town will issue one payment to the Contractor, and the Contractor will be responsible for distributing the funds to the Approved Subcontractors in accordance with the Approved Subcontractor’s time spent on the Services.

Resolution No. 76-R-2024 (“Resolution”): (a) approves the Agreement with the Contractor; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to make changes to the Agreement as may be necessary prior to mutual execution that do not materially increase the Town’s financial or other obligations; and (c) authorizes the Mayor to execute the Agreement when in final form.

FINANCIAL CONSIDERATIONS

The adopted 2024 budget appropriates \$225,000.00 (under line item 01-43-5401 for the Land Use Code – Major Update Project). The NTE Amount of \$192,846.00 is within the budget. The Contractor will commence the Services in 2024, with the majority of the Services being completed in calendar year 2025.

The Town was previously awarded an Energy Impact Assistance Fund (EIAF) Tier I grant in the amount of one hundred thousand dollars (\$100,000) through DOLA (Project Number 9796). EIAF grant proceeds will reduce the Town’s net costs of the Services.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Resolution. A motion to approve the October 14, 2024 consent agenda will approve the Resolution. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 76-R-2024, A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Ayres Associates Inc for Services Related to the Land Use Code – Major Update Project (RFP No. 2024-007), establishing a not-to-exceed compensation amount of \$192,846.00.”

ATTACHMENTS

Resolution No. 76-R-2024

Ayres Associates Inc Agreement for Professional Services (Exhibit 1 to Resolution)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 76-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN AGREEMENT
FOR PROFESSIONAL SERVICES WITH AYRES ASSOCIATES INC
FOR SERVICES RELATED TO THE LAND USE CODE – MAJOR UPDATE PROJECT (RFP
NO. 2024-007)**

WHEREAS, on or about May 10, 2024, the Town of Mead (the “Town”) issued that certain Request for Proposals for the Land Use Code – Major Update Project (RFP No. 2024-007, or “RFP”); and

WHEREAS, the Town requires services related to developing and drafting land development regulations to update and modernize the Town’s existing Land Use Code, codified as Chapter 16 of the Mead Municipal Code, as generally described and set forth in the RFP (the “Services”); and

WHEREAS, Ayres Associates Inc, a Wisconsin corporation (the “Contractor”), submitted a response to the RFP and represents that it has the requisite expertise and experience to perform the Services; and

WHEREAS, as set forth in the RFP, Contractor proposes to utilize two (2) subcontractors/subconsultants to assist with Contractor’s timely completion of the Services, including Community Planning Strategies, LLC, a Colorado limited liability company (“CPS”) and Multistudio, Inc., a Kansas corporation (“Multistudio”); and

WHEREAS, following a review of responses to the RFP, Town staff is recommending that the Town enter into an agreement for professional services with Contractor, a copy of which is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference (the “Agreement”); and

WHEREAS, the Agreement establishes a not-to-exceed compensation amount of \$192,846.00 (the “NTE Amount”); and

WHEREAS, the Town was previously awarded an Energy Impact Assistance Fund (EIAF) Tier I grant in the amount of one hundred thousand dollars (\$100,000) through DOLA (Project Number 9796) to defray the Town’s costs associated with the Services; and

WHEREAS, following the review of the Staff recommendation, the Board of Trustees desires to approve the Agreement with Contractor for the NTE Amount of \$192,846.00, and further desires to delegate authority to the Mayor to execute the Agreement on behalf of the Town once in final form.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

Section 1. The foregoing recitals incorporated as findings of the Board of Trustees.

Section 2. The Board of Trustees hereby: (a) approves the Agreement with the Contractor in substantially the form attached to this Resolution as **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager to make changes to the Agreement as may be necessary prior to mutual

execution that do not materially increase the Town's financial or other obligations; and (c) authorizes the Mayor to execute the Agreement on behalf of the Town when in final form.

Section 3. Effective Date. This resolution shall be effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 14TH DAY OF OCTOBER, 2024.

ATTEST:

TOWN OF MEAD:

By: _____
Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF MEAD AND
AYRES ASSOCIATES INC**

[See Attached]

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Land Use Code – Major Update (2024)
(RFP No. 2024-007)

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the Town of Mead, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and Ayres Associates Inc, a Wisconsin corporation with a principal office address at 3433 Oakwood Hills Pkwy, Eau Claire, WI 54701 and local offices at 3665 JFK Parkway, Building 2, Suite 100, Fort Collins, CO 80525 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

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

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, Contractor will utilize two (2) subcontractors previously approved by the Town for the performance of the Services, including Community Planning Strategies, LLC, a Colorado limited liability company with offices at 560 Adams Avenue, Suite 4, Silverthorne, CO 80498 (“CPS”) and Multistudio, Inc., a Kansas corporation with offices at 4200 Pennsylvania Avenue, Kansas City, MO 64111 (“Multistudio”) (together, the “Approved Subcontractors”); and

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

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. Services. 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 (the “Services” or “Scope of Services”). 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.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. 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 meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the Town, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are completed, or 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 Board of Trustees, Town Manager, or a person expressly authorized in writing to direct the Contractor's services.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until May 31, 2026 or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. 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:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the Town and such documents, data, studies, and reports shall become the property of the Town; and

3. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses authorized by this Agreement and 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 II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the Town within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. 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. Such notice shall specify the non-performance, provide 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 II.C, “reasonable time” shall not be 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 any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. 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 Contractor’s receipt of such notice of suspension from the Town, 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. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the Town.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement 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.

III. REPRESENTATIVES AND SUPERVISION

A. Town Representative. The Town representative responsible for oversight of this Agreement and the Contractor’s performance of Services hereunder shall be the Town Manager or his or her designee (“Town Representative”). The Town Representative shall act as the Town’s primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Matthew J. Ashby, Vice President of Development Services (“Contractor Representative”). The Contractor Representative shall act as the Contractor’s primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

C. Town Supervision. The Contractor shall provide all Services with little or no daily supervision by Town staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the Town's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, 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 IV and its subsections. Compensation to be paid hereunder shall not exceed **One Hundred Ninety-Two Thousand Eight Hundred Forty-Six and 00/100 Dollars (\$192,846.00)** ("Not-to-Exceed Amount") unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

- ☒ If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B** and in accordance with the invoicing requirements of this Section. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Contractor upon completion of the Services and the Town's acceptance of all work or Services as set forth in **Exhibit A**.
- ☐ If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment.

B. Invoices. The Contractor shall submit an invoice to the Town no more frequently than once a month which includes a specific time and material breakdown of: (1) time spent by the Contractor on the Services; (2) time spent by CPS on the Services; and (3) time spent by Multistudio on the Services. The Services shall be completed in five (5) separate Tasks, as defined in **Exhibit B** and as described in **Exhibit A**, inclusive of the Task 1, Task 2, Task 3, Task 4 and "Optional Add-On: Deep Dive Process Improvement Mapping," which shall constitute Task 5 for purposes of this Agreement. Each invoice shall specify which Task the invoiced fees relate to and specify the remaining budget for each Task as of the date of the invoice. Following approval of an invoice by the Town, the Town shall issue one payment to the Contractor, and the Contractor shall be responsible for distributing the funds to the Approved Subcontractors in accordance with the Approved Subcontractor's time spent on the specified Tasks.

C. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge 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.

D. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up, 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)

3. Other Expenses. 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.

E. No Waiver. 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.

V. PROFESSIONAL RESPONSIBILITY

A. General. 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. Standard of Performance. 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 including environmental, health and safety laws and regulations.

C. Subcontractors. The Parties recognize and agree that the Approved Subcontractors shall be utilized by the Contractor for the performance of certain Services, as described more

particularly in **Exhibit A**; however, the engagement or use of such Approved Subcontractors, or any other 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 the Approved Subcontractors and any other subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

VI. INDEPENDENT CONTRACTOR

A. General. 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.

B. 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. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

B. Insurance Coverage and Employment Benefits. The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

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 MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

C. Employee Benefits Claims. To the maximum extent permitted by law, the 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.

VII. INSURANCE

A. General. 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 One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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 Services, 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 One Million Dollars (\$1,000,000.00) 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.

B. Additional Requirements. 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 thirty (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.

C. Insurance Certificates. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance 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. All monies so paid by the Town, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the Town immediately upon demand by the Town. 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.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers,

insurers, volunteers, representatives, agents, employees, 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. RESERVED

X. REMEDIES

A. 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:

1. 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

2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

3. 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

4. Terminate this Agreement in accordance with this Agreement.

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

XI. RECORDS AND OWNERSHIP

A. 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.

B. 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 location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Mead upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software, 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 shall not be owned by the Town and 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 employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., 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. The Contractor may publicly state that it performs the Services for the Town.

D. 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 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.

XII. 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 Weld 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 obligations of this Agreement.

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

D. **Notice.** Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the Town:

If to Contractor:

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Ayres Associates Inc Attn: Matthew J. Ashby 3665 JFK Parkway, Bldg. 2, Ste. 100 Fort Collins, CO 80525
With Copy to: Michow Guckenberger McAskin LLP Attn: Mead Town Attorney 5299 DTC Blvd, Suite 300 Greenwood Village, Colorado 80111	With Copy to:

E. **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.

F. **Modification.** This Agreement may only be modified upon written agreement signed by the Parties.

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

H. **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.

I. Governmental Immunity. The Town, its officers, and its 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 (“CGIA”), or otherwise available to the Town and its officers 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.

K. 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, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. 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 XII shall not authorize assignment.

M. 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 subcontractor 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.

N. Release of Information. The Contractor shall not, without the prior written approval of the Town, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement. Any additional 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.

Q. 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.

R. 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, pandemics, 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.

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

T. 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.

U. Protection of Personal Identifying Information. In the event the Services include or require the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

V. Web Accessibility Compliance Requirements. In the event the Services include Services related to the Town internet or intranet, or otherwise require the Contractor to provide documents that will be posted to the Town website, Contractor shall provide the Services subject to all applicable web accessibility requirements of C.R.S. § 24-34-802, as the same may be amended from time to time.

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____
Colleen G. Whitlow, Mayor

Date of execution: _____, 2024

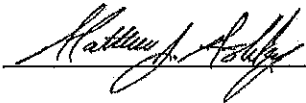
ATTEST:

Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

AYRES ASSOCIATES INC, a Wisconsin corporation

By: 

Name: Matthew Ashby

Title: Vice President, Development Services

STATE OF Colorado)
) ss.
COUNTY OF Larimer)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this 1 day of October, 2024, by Matt Ashby as Vice President of Ayres Associates Inc, a Wisconsin corporation.

My commission expires: 15/28/2028

[SEAL]

SARAH SMITH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164015921
MY COMMISSION EXPIRES MAY 28, 2028

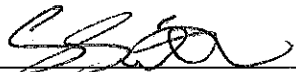

Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

EXHIBIT A
SCOPE OF SERVICES

(as specifically set forth in the attached proposal/statement of qualifications dated June 14, 2024, attached hereto, consisting of 19 pages) (the "Proposal")

Contractor shall provide all Services described in the Proposal in accordance with the terms and conditions of this Agreement.

Specifically, the Town has requested the Contractor to complete: (1) all Services associated with Task 1, Task 2, Task 3, and Task 4 (\$188,096); and (2) all Services associated with the "Optional Add-On: Deep Dive Process Improvement Mapping (\$4,750) ("Optional Add-On Services"). For purposes of this Agreement, the Optional Add-On Services shall be referred to as Task 5.

EXHIBIT B
COMPENSATION

As required by Section IV.B. of the Agreement, Contractor shall submit an invoice to the Town no more frequently than once a month which shall include a specific time and material (T&M) breakdown of:

- (1) time spent by the Contractor on the Services;
- (2) time spent by CPS on the Services; and
- (3) time spent by Multistudio on the Services.

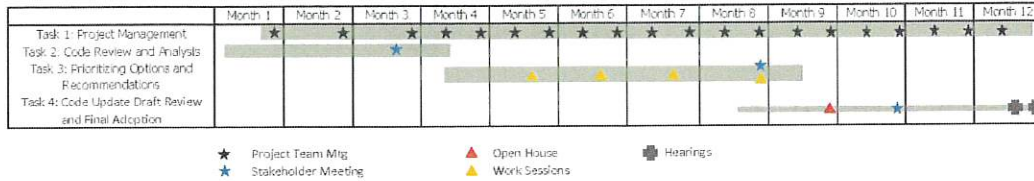
The Services shall be completed in five (5) separate Tasks, set forth in this **Exhibit B** and as described in the Proposal, inclusive of the Optional Add-On Services (Task 5). Each invoice shall specify which Task the invoiced fees relate to and specify the remaining budget for each Task as of the date of the invoice. Following approval of an invoice by the Town, the Town shall issue one payment to the Contractor, and the Contractor shall be responsible for distributing the funds to the Approved Subcontractors in accordance with the Approved Subcontractor's time spent on the specified Tasks.

The fees for each of Task 1, Task 2, Task 3, Task 4 and Task 5 are set forth on the next page below.

The hourly rates for Contractor, CPS and Multistudio are also set forth on the next page below.

Project Schedule

The following schedule follows our approach and the scope of work as presented in the RFP for a one-year process.



Fees

We've crafted a budget **not to exceed \$188,096** for this project. Expenses are incorporated under the major task allocations to cover travel and materials.

Task 1	Project Management	\$46,314.00
Task 2	Code Review and Analysis	\$64,630.00
Task 3	Prioritizing Options and Recommendations	\$42,376.00
Task 4	Code Update, Review, and Final Adoption	\$34,776.00
Total		\$188,096
Optional Add-On: Comparison Community Neighborhood Tours (in-person x 3 locales)		Additional: \$6,000
Optional Add-On: Deep Dive Process Improvement Mapping (in-person ½ day workshops x 3)		Additional: \$4,750

Team Hourly Rates

Ayres Associates	
Senior Specialist:	\$250
Senior Professional I - IV:	\$175-\$210
Project Manager I - IV:	\$150-\$165
Project Professional I - V:	\$125-\$145
Professional I - V:	\$92-\$120
Admin/Accounting/Intern:	\$78-\$86
Multistudio	
VP / Senior Planne	\$190-\$220
President / Planner	\$220-\$250

CPS			
President:	\$168	Sr. Project Planner:	\$151
Director:	\$165	Project Planner:	\$148
Sr. Comm. Planner:	\$155	Sr. Specialist:	\$151
Comm. Planner:	\$148	Specialist:	\$143
Sr. Planner:	\$155	Planning Tech:	\$115
Planner:	\$148	Office Manager:	\$110
Sr. Project Manager:	\$162	Admin. Assist.	\$95
Project Manager:	\$155		



Agenda Item Summary

MEETING DATE: October 14, 2024

SUBJECT: **Resolution No. 77-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with National Power Rodding Corporation for Sanitary Sewer and Culvert Cleaning and Inspection Services

PRESENTED BY: Erika Rasmussen, P.E., Town Engineer/Public Works Director

SUMMARY

On or about August 24, 2021, the Town of Mead (the “Town”) issued an Invitation for Bid for Sanitary Sewer and Culvert Cleaning and Inspection (IFB No. 2021-010, or “IFB”). Following a review of responses to the IFB, the Town entered into that certain Agreement for Professional Services with National Power Rodding Corporation, an Illinois corporation (the “Contractor”) dated September 27, 2021 to perform the sanitary sewer and culvert cleaning and inspection services in accordance with the IFB (the “Prior Agreement”). The Prior Agreement was extended through December 31, 2023.

The Contractor has been performing these services satisfactorily to date, is familiar with Town standards and processes, and has historical knowledge and understanding of the Town’s facilities and operations. The Town is divided into three wastewater basins, of which one is flushed each year as part of routine maintenance practices. The services required for 2024 include Sewer Basin 1 and a variety of stormwater culverts (the “2024 Services”).

Based on the satisfactory performance of the Contractor and the Town’s ongoing need for the 2024 Services, Staff recommends approving an agreement for professional services with Contractor (the “Agreement”) for a not-to-exceed compensation amount of \$135,000.00 (the “NTE Amount”). Staff anticipates issuing a new Invitation for Bid for Sanitary Sewer and Culvert Cleaning and Inspection in 2025 for future years.

Resolution No. 77-R-2024 (“Resolution”): (a) approves the Agreement with the Contractor (for the 2024 Services); (b) authorizes the Town Attorney, in cooperation with the Town Manager and Town Engineer, to make changes to the Agreement as may be necessary prior to mutual execution that do not materially increase the Town’s financial or other obligations; and (c) authorizes the Town Manager to execute the Agreement when in final form.

FINANCIAL CONSIDERATIONS

The NTE Amount for this Agreement is \$135,000.00 and covers both sewer and stormwater flushing. The Contractor is holding its prices from the 2023 services, but additional funds are needed in excess of the approved 2024 budgeted amount of \$100,000.00 (06-47-5394) to complete flushing of all pipes in Sewer Basin 1. There are sufficient cost savings from other 2024 sewer projects to cover the anticipated overage of \$30,000.00. The 2024 Services will be charged to the following accounts:

\$100,000	06-47-5394	Sewer Line Flushing
\$5,000	04-44-5366	Repairs and Maintenance – Drainage
\$30,000	06-47-5720	Contingency*

*Or other line items in the approved 2024 Budget as determined appropriate by the Town Treasurer.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the October 14, 2024, consent agenda will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

Suggested Motion:

“I move to adopt Resolution No. 77-R-2024, A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with National Power Rodding Corporation for Sanitary Sewer and Culvert Cleaning and Inspection Services, for a NTE compensation amount of \$135,000 for the 2024 Services.”

ATTACHMENTS

Resolution No. 77-R-2024

Exhibit 1 National Power Rodding Corporation Agreement for Professional Services

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 77-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN AGREEMENT
FOR PROFESSIONAL SERVICES WITH NATIONAL POWER RODDING CORPORATION
FOR SANITARY SEWER AND CULVERT CLEANING AND INSPECTION SERVICES**

WHEREAS, on or about August 24, 2021, the Town of Mead (the “Town”) issued that certain Invitation for Bid for Sanitary Sewer and Culvert Cleaning and Inspection (IFB No. 2021-010, or “IFB”); and

WHEREAS, the Town previously entered into that certain Agreement for Professional Services with National Power Rodding Corporation, an Illinois corporation (the “Contractor”) dated September 27, 2021 to perform the sanitary sewer and culvert cleaning and inspection services in accordance with the IFB (the “Prior Agreement”); and

WHEREAS, the Prior Agreement was extended through December 31, 2023; and

WHEREAS, based on the satisfactory performance of the Contractor and the ongoing need for the above-described services, the Town desires to enter into an agreement for professional services with Contractor, a copy of which is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference (the “Agreement”); and

WHEREAS, the Agreement establishes a not-to-exceed compensation amount of one hundred thirty-five thousand dollars (\$135,000.00) (the “NTE Amount”); and

WHEREAS, the Board of Trustees desires to approve the Agreement with Contractor for the NTE Amount of \$135,000.00, and further desires to delegate authority to the Town Manager to execute the Agreement on behalf of the Town once in final form.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

Section 1. The foregoing recitals incorporated as findings of the Board of Trustees.

Section 2. The Board of Trustees hereby: (a) approves the Agreement with the Contractor in substantially the form attached to this Resolution as **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager and Town Engineer to make changes to the Agreement as may be necessary prior to mutual execution that do not materially increase the Town’s financial or other obligations; and (c) authorizes the Town Manager to execute the Agreement on behalf of the Town when in final form.

Section 3. Effective Date. This resolution shall be effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 14TH DAY OF OCTOBER, 2024.

ATTEST:

TOWN OF MEAD:

By: _____
Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF MEAD AND
NATIONAL POWER RODDING CORPORATION**

[See Attached]

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Sanitary Sewer and Culvert Cleaning and Inspection

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the Town of Mead, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and National Power Rodding Corporation, an Illinois corporation with a principal office address of 2500 W. Arthington Street, Chicago, Illinois 60612 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Town requires certain professional services as more fully described in **Exhibit A** and pursuant to the Invitation for Bid for Sanitary Sewer and Culvert Cleaning and Inspection (IFB No. 2021-010) issued August 24, 2021 (the “IFB Package”); and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

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

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. Services. 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 (the “Services” or “Scope of Services”). 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.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. 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 meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the Town, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are completed, or 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 Board of Trustees, Town Manager, or a person expressly authorized in writing to direct the Contractor's services.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until December 31, 2025 or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. 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:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the Town and such documents, data, studies, and reports shall become the property of the Town; and

3. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses authorized by this Agreement and 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 II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the Town within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. 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. Such notice shall specify the non-performance, provide 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 II.C, "reasonable time" shall not be 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 any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. 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 Contractor's receipt of such notice of suspension from the Town, 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. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the Town.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement 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.

III. REPRESENTATIVES AND SUPERVISION

A. Town Representative. The Town representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be Erika Rasmussen, P.E., Town Engineer/Public Works Director or her designee ("Town Representative"). The Town Representative shall act as the Town's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Reid Ruprecht, Vice President ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

C. Town Supervision. The Contractor shall provide all Services with little or no daily supervision by Town staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the Town's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, 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 IV and its subsections. Compensation to be paid hereunder shall not exceed **One Hundred Thirty-Five Thousand and 00/100 Dollars (\$135,000.00)** ("Not-to-Exceed Amount") unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

- ☒ If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Contractor upon completion of the Services and the Town's acceptance of all work or Services as set forth in **Exhibit A**.
- ☐ If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment.

B. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge 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.

C. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up, 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)

3. Other Expenses. 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.

D. No Waiver. 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.

V. PROFESSIONAL RESPONSIBILITY

A. General. 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. Standard of Performance. 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 including environmental, health and safety laws and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if included 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.

VI. INDEPENDENT CONTRACTOR

A. General. 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.

B. 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. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

B. Insurance Coverage and Employment Benefits. The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

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 MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

C. Employee Benefits Claims. To the maximum extent permitted by law, the 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.

VII. INSURANCE

A. General. 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 One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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 Services, 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 One Million Dollars (\$1,000,000.00) 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.

B. Additional Requirements. 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 thirty (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.

C. Insurance Certificates. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance 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. All monies so paid by the Town, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the Town immediately upon demand by the Town. 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.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, 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. RESERVED

X. REMEDIES

A. 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:

1. 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
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. 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
4. Terminate this Agreement in accordance with this Agreement.

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

XI. RECORDS AND OWNERSHIP

A. 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.

B. 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 location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Mead upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software, 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 shall not be owned by the Town and 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 employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., 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. The Contractor may publicly state that it performs the Services for the Town.

D. 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 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.

XII. 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 Weld 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 obligations of this Agreement.

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

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the Town:

If to Contractor:

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	National Power Rodding Corporation Attn: Reid Ruprecht 2500 W. Arthington Street Chicago, Illinois 60612
With Copy to: Michow Guckenberger McAskin LLP Attn: Mead Town Attorney 5299 DTC Blvd, Suite 300 Greenwood Village, Colorado 80111	With Copy to:

E. 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.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

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

H. 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.

I. Governmental Immunity. The Town, its officers, and its 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 (“CGIA”), or otherwise available to the Town and its officers 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.

K. 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, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. 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 XII shall not authorize assignment.

M. 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 subcontractor 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.

N. Release of Information. The Contractor shall not, without the prior written approval of the Town, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement. Any additional 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.

Q. 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.

R. 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, pandemics, 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.

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

T. 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.

U. Protection of Personal Identifying Information. In the event the Services include or require the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

V. Web Accessibility Compliance Requirements. In the event the Services include Services related to the Town internet or intranet, or otherwise require the Contractor to provide documents that will be posted to the Town website, Contractor shall provide the Services subject to all applicable web accessibility requirements of C.R.S. § 24-34-802, as the same may be amended from time to time.

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____

Printed Name: Helen Migchelbrink

Title: Town Manager

Date of execution: _____

ATTEST:

Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

**NATIONAL POWER RODDING
CORPORATION:**

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this ____ day of _____, 20____, by _____ as _____ of National Power Rodding Corporation, an Illinois corporation.

My commission expires: _____

(S E A L)

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

EXHIBIT A
SCOPE OF SERVICES

The Services shall consist of furnishing all labor, materials, equipment, and supervision, and performing all work necessary to clean the designated sanitary sewer and culvert lines in accordance with the Scope of Work described in Section 5 of the IFB Package. The intent of the work is to remove foreign materials from the line segments and manhole benches and inverts. The work shall consist of the Contractor performing the following tasks:

- Sewer Line Cleaning and Inspection
- Culvert Cleaning
- Root Cutting and Heavy Cleaning
- Manhole Inspection
- Sewer Flow Control

The area of work shall include locations indicated on the map provided to the Contractor by the Town Representative, and as designated by the Town Representative at the time of the work.

EXHIBIT B

COMPENSATION

Town of Mead
SANITARY SEWER & CULVERT CLEANING AND INSPECTION



Sanitary Sewer & Culvert Flushing / Cleaning Bid
Schedules

Normal Sanitary Sewer Cleaning	Unit	Estimated Quantity	Unit Price	Amount
6" -8"	LF	25,910	\$1.75	\$45,342.50
10" - 12"	LF	4,085	\$1.75	\$7,148.75
15" - 24"	LF	0	\$1.75	\$0.00
Manhole Inspection	EA	111	\$50.00	\$5,550.00
Heavy Sanitary Sewer Cleaning (in addition to the normal cleaning)	Unit	Estimated Quantity	Unit Price	Amount
6" -8"	LF	652	\$0.25	\$163.00
10" - 12"	LF	100	\$0.25	\$25.00
15" - 24"	LF	0	\$0.25	\$0.00
Root Cutting - All Sewer Lines	LF	200	\$0.25	\$50.00
Storm Sewer / Culvert Cleaning	Unit	Estimated Quantity	Unit Price	Amount
12" - 18"	LF	573	\$6.00	\$3,438.00
24" - 30"	LF	375	\$8.00	\$3,000.00

Sanitary Sewer CCTV Bid Schedule

Sanitary Sewer CCTV	Unit	Estimated Quantity	Unit Price	Amount
6" -8"	LF	25,910	\$2.25	\$58,297.50
10" - 12"	LF	4,085	\$2.25	\$9,191.25
15" - 24"	LF	0	\$2.25	\$0.00
Contingency	LS	1	\$2794.00	\$2794.00

TOTAL CONTRACT AMOUNT	\$135,000.00
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Agenda Item Summary

MEETING DATE: October 14, 2024

SUBJECT: **Resolution No. 78-R-2024** – A Resolution of the Town of Mead, Colorado, Delegating Authority to the Town Manager (or Designee) to Execute CDOT Special Use Permit (Permit No. 4240535) and Approving a Right-of-Way Landscaping Agreement with GGRV, LLC

PRESENTED BY: Erika Rasmussen, Town Engineer/Public Works Director

THROUGH: Silvia Buchenic, Assistant Town Attorney

SUMMARY

Resolution No. 78-R-2024 (the “Resolution”):

(1) authorizes the Town Manager (or designee) to execute CDOT Special Use Permit (Permit No. 4240535) on behalf of the Town,

(2) approves that certain Right-of-Way Landscaping Agreement with GGRV, LLC (the “Developer”), and

(3) authorizes the Town Manager to execute the Right-of-Way Landscaping Agreement (the “Agreement”) on behalf of the Town, once in final form.

Town Staff recommends approval of the Resolution.

ADDITIONAL BACKGROUND

The Developer is the owner/developer of certain property known as the Gopher Gulch RV Park (the “Property”).

The Property is subject to an approved site plan (approved by Town Ordinance No. 974) (“Site Plan”) and is also subject to that certain Site Plan Agreement dated October 25, 2021, and recorded on November 19, 2021, at Reception No. 4778079 in the Weld County property records (the “SPA”).

The Site Plan and SPA require the Developer complete to certain public and private improvements benefiting the Property, including landscaping and fencing between right-of-way for State Highway 66 (SH 66) and the southern boundary of the Property, as more particularly shown on Sheets L1- L5 of the Site Plan (“Landscaped Area”). Some of the Landscaped Area is located within Colorado Department of Transportation right-of-way (CDOT ROW), and CDOT is willing to permit the installation of landscaping within the CDOT ROW, provided that the Town agrees to maintain same in accordance with the terms of CDOT Special Use Permit (Permit No. 4240535) (the “Permit”). A copy of the Permit is attached to this *Agenda Item Summary* for reference.

The Developer and the Town desire to ensure installation and on-going maintenance of the Landscaped Area in accordance with the terms and conditions Permit and have therefore prepared that certain Right-of-Way Landscaping Agreement by and between the Town and Developer (the “Agreement”).

A copy of the Agreement is attached to the Resolution as **Exhibit 1**.

The Agreement memorializes Developer’s obligations associated with the maintenance of the Landscaped Area within the boundaries of the CDOT ROW. The Agreement runs with the Property and will bind future owners/operators of the Property.

Town Staff recommends approval of the Agreement in order to ensure that maintenance obligations set forth in the Permit are assigned to, and become the responsibility of, the Developer.

FINANCIAL CONSIDERATIONS

None.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Resolution. A motion to approve the October 14, 2024, consent agenda will approve the Resolution. If this item is pulled off the consent agenda for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to adopt of Resolution No. 78-R-2024, a Resolution of the Town of Mead, Colorado, Delegating Authority to the Town Manager (or Designee) to Execute CDOT Special Use Permit (Permit No. 4240535) and Approving a Right-of-Way Landscaping Agreement with GGRV, LLC.”

ATTACHMENTS

Resolution No. 78-R-2024

Exhibit 1 to Resolution (Right-of-Way Landscaping Agreement with GGRV, LLC)

CDOT Permit (Permit No. 4240535)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 78-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, DELEGATING AUTHORITY TO
TOWN MANAGER (OR DESIGNEE) TO EXECUTE CDOT SPECIAL USE PERMIT (PERMIT
NO. 4240535) AND APPROVING A
RIGHT-OF-WAY LANDSCAPING AGREEMENT WITH GGRV, LLC**

WHEREAS, GGRV, LLC, a Colorado limited liability company with a principal office address at 1675 Weld County Road 26, Longmont, Colorado 80504 (“Developer”), owns certain property subject to the Gopher Gulch RV Park Site Plan (“Property”), which site plan was approved by Town of Mead, Colorado, Ordinance No. 974 (“Site Plan”); and

WHEREAS, the Developer and Town are parties to that certain Site Plan Agreement dated October 25, 2021, and recorded on November 19, 2021, at Reception No. 4778079 in the Weld County property records (the “SPA”); and

WHEREAS, the SPA requires that Developer complete certain improvements benefiting the Property, including landscaping and fencing between right-of-way for State Highway 66 (SH 66) and the southern boundary of the Property, as more particularly shown on Sheets L1- L5 of the Site Plan (“Landscaped Area”); and

WHEREAS, the Colorado Department of Transportation is the owner of the Landscaped Area and requires installation and maintenance of the Landscaped Area in accordance with that certain CDOT Special Use Permit (Permit No. 4240535) (“Permit”); and

WHEREAS, a copy of the Permit is on file with the Town Clerk; and

WHEREAS, the Developer and the Town desire to ensure installation and on-going maintenance of the Landscaped Area in accordance with the terms and conditions Permit; and

WHEREAS, Developer’s obligations associated with the maintenance of the Landscaped Area within the boundaries of the property subject to the Permit are set forth with specificity in that certain Right-of-Way Landscaping Agreement attached hereto as **Exhibit 1** and incorporated by this reference (“Agreement”) by and between the Town and Developer; and

WHEREAS, the Board of Trustees desires to delegate authority to the Town Manager (or designee) to execute the Permit on behalf of the Town; and

WHEREAS, the Board further desires to approve the Agreement and to delegate authority to the Town Manager to execute the Agreement on behalf of the Town when in final form.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

Section 1. The foregoing recitals and findings are incorporated herein as findings and conclusions of the Board of Trustees.

Section 2. The Board of Trustees hereby authorizes the Town Manager (or designee) to execute the Permit on behalf of the Town.

Section 3. The Board of Trustees hereby: (a) approves the Agreement in substantially the form attached as **Exhibit 1**; (b) authorizes the Town Manager, in consultation with the Town Attorney, to

make any non-material or non-substantive changes to the Agreement as may be necessary that do not increase the Town's obligations; and (c) authorizes the Town Manager to execute the Agreement on behalf of the Town when in final form.

Section 4. Effective Date. This resolution shall be effective immediately upon adoption.

Section 5. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 6. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 14TH DAY OF OCTOBER, 2024.

ATTEST:

TOWN OF MEAD

By: _____
Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1
RIGHT-OF-WAY LANDSCAPING AGREEMENT WITH GGRV, LLC

Town of Mead, Colorado
RIGHT-OF-WAY LANDSCAPING AGREEMENT

This RIGHT-OF-WAY LANDSCAPING AGREEMENT (“**Agreement**”) is made and entered into by and between the Town of Mead, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (“**Town**”), and GGRV, LLC, a Colorado limited liability company whose address is 1675 County Road 26, Longmont, Colorado 80504 (“**Developer**”) (each individually a “**Party**” and collectively the “**Parties**”).

WHEREAS, the Developer owns certain property legally described below (“**Property**”);
and

LOT 1, GOPHER GULCH RV PARK ADMINISTRATIVE PLAT, TOWN OF MEAD,
COUNTY OF WELD, STATE OF COLORADO, PER THAT CERTAIN PLAT
RECORDED WITH THE WELD COUNTY CLERK AND RECORDER AT REC. NO.
4778076.

WHEREAS, the Town approved that certain Gopher Gulch RV Park Site Plan (“**Site Plan**”) for the Property by adopting Ordinance No. 974, which includes landscaping and fencing between right-of-way for State Highway 66 (**SH 66**) and the southern boundary of the Property, as more particularly shown on Sheets L1- L5 of the Site Plan (“**Landscaped Area**”); and

WHEREAS, the Colorado Department of Transportation (“**CDOT**”) is the owner of the Landscaped Area and requires installation and maintenance of the Landscaped Area in accordance with that certain CDOT Special Use Permit No. 4240535, attached hereto as **EXHIBIT A** and incorporated by this reference (“**Permit**”); and

WHEREAS, the Developer and the Town desire to ensure installation and on-going maintenance of the Landscaped Area in accordance with the Permit and the terms contained herein.

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

- A. Compliance with Permit. Developer agrees to install and maintain, at Developer’s sole cost and expense, the Landscaped Area in accordance with the Site Plan and the terms of the Permit, including but not limited to:
- a. Permit Section 20: Applicable construction, maintenance and watering requirements shall conform to the CDOT Standard Specifications.
 - b. Permit Section 21.a: Developer shall maintain the Landscaped Area in an adequate state of repair and maintained in such a manner so as to cause the least interference with the normal operation and maintenance of SH 66. This obligation shall include replacement of dead trees, shrubs, and other plantings in the Landscaped Area within a reasonable time, at Developer’s sole cost and expense.
 - c. Permit Section 21.d: Developer shall obtain any additional required permits for maintenance activities within the Landscaped Area. Developer shall not expand

the planting area or plant new trees outside of the existing landscaped footprint of the Landscaped Area except with the Town's prior written consent.

- B. Notice Pursuant to Permit. Wherever the Permit requires notice to CDOT, the Developer shall provide such notice to CDOT, as applicable, on behalf of the Town and shall concurrently provide such notice to the Town.
- C. Town Right to Cure. If Developer fails to install and/or maintain the Landscaped Area in accordance with the Permit, the Town may enter the Landscaped Area and cause such installation and/or maintenance, at Developer's sole cost and expense, upon fifteen (15) days written notice to Developer. Developer shall pay any invoices for such costs within fifteen (15) days of receiving same from the Town.
- D. Term and Termination. This Agreement shall continue in perpetuity unless terminated by mutual written agreement of the Parties. The Town may terminate this Agreement by providing Developer with at least sixty (60) days written notice.
- E. Amendment. This Agreement may only be amended in writing by mutual execution of the Parties.
- F. Insurance. As long as this Agreement is in effect, Developer shall hold insurance in accordance with the requirements of Permit Section 3, with CDOT listed as additional insured.
- G. Recordation. This Agreement shall be recorded in the real property records of Weld County, Colorado, and shall run with the land and bind all successors and assigns.
- H. Indemnification. Developer agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, 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 Developer, any subcontractor of Developer, or any officer, employee, representative, or agent of Developer, or which arise out of a worker's compensation claim of any employee of Developer or of any employee of any subcontractor of Developer. Developer'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 Developer, any subcontractor of Developer, or any officer, employee, representative, or agent of Developer or of any subcontractor of Developer.
- I. 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 Weld County, Colorado.

- J. Integration and Modification. This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the Parties.
- K. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented to a Party or sent via pre-paid, first class United States Mail, to the Party at the applicable address set forth on the first page of this Agreement.
- L. 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.
- M. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either Party without the written consent of the other.
- N. Rights and Remedies. Any 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.
- O. 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 O shall not authorize assignment.
- P. 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 subcontractor of Developer. 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.
- Q. Governmental Immunity. The Town, its officers, and its employees are relying on and do not waive or intend to waive by any provision of this Amendment 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 (“CGIA”), or otherwise available to the Town and its officers or employees. Presently, the monetary limitations of the CGIA are set at four hundred twenty-four thousand dollars (\$424,000) per person and one million one hundred ninety-five thousand dollars (\$1,195,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.
- R. Survival. Any terms and conditions of the Agreement that require continued performance, compliance, or effect beyond termination of the Agreement in accordance with Section C, shall survive such termination, and shall be enforceable in the event of a

failure to perform or comply, including but not limited to the indemnification, governing law and venue, and rights and remedies provisions of this Agreement.

- S. Attorneys' Fees. If the Developer breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.
- T. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Developer and bind their respective entities.
- U. 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.

[signature page follows]

THIS AGREEMENT is executed and made effective as of the date of mutual execution below.

TOWN OF MEAD,
COLORADO:

DEVELOPER:

By: _____

By: Chris A Cain

Printed Name: _____

Printed Name: Chris A Cain

Title: _____

Title: manager

Date of execution: _____

Date of execution: 10/4/24

ATTEST:

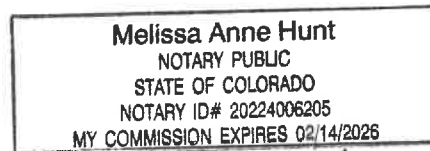
Mary E. Strutt, MMC, Town Clerk

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Agreement was acknowledged before me this 4th day of October, 2024,
by Chris Cain as Manager of GGRV, LLC, a Colorado limited
liability company.

Witness my hand and official seal.

My commission expires: 02-14-2026



Melissa A. Hunt
Notary Public

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

EXHIBIT A
CDOT SPECIAL USE PERMIT #4240535

[attached]

COLORADO DEPARTMENT OF TRANSPORTATION		
SPECIAL USE PERMIT		Type: Landscaping
PERMITTEE Name: Town of Mead	APPLICANT Name: KenPatton	DEPARTMENT USE ONLY Date issued: 09/20/2024
Address: 441 Third Street Mead, Colorado 80542	Address: 8446 Everett Way Unit A Arvada, Colorado 80005	Permit # 4240535
		S.H.# 066 M.P. 41.000 Side
		S.H.# M.P. 42.000 Side
		S.H.# M.P. Side
Email: cmieras@townofmead.org	Email: ken@impactconstruction.org	Region: 4
REP: Collin Mieras	REP: Ken Patton	S.H. Section: B
Telephone: 9708054202	Telephone: 720-299-5536	Patrol: 15 Mead

NOTICE TO PERMITTEE: You must notify owner or operator of underground utility facilities at least two (2) business days prior to making or beginning excavations in the vicinity of such facilities, as required under Section 9-1.5-103, Colorado Revised Statutes. CALL UTILITY NOTIFICATION CENTER OF COLORADO (UNCC), 1-800-922-1987, FOR MARKING OF MEMBER UTILITIES. . CONTACT NON-MEMBER UTILITIES DIRECTLY

ACTIVITY DESCRIPTION (Furnished by Permittee)

NATURE OF ACTIVITY Adding trees along fence line adjacent to new fencing along HWY 66 frontage. 10 of 14 total trees will be 2-3 ft within the

CDOT ROW due to the fence and floodway. No trees will be placed within restricted site distance areas.

LOCATION: S.H. Number: 066 Mile point(s): 41.000 ~~42.000~~ Weld County City/Town: Mead

Intersecting Feature(s):

Other Location Information: ADDITIONAL REMARKS: Permittee/Applicant shall contact the Inspector 2 days prior to the commencement of work.

SPECIAL PROVISIONS (completed by the Department) The Special Provisions are terms and conditions of this permit.

Any work shall only be in accordance with the special provisions and other applicable details as set forth in this permit and its attachments.

The CDOT Inspector is: Bryan Nigey Telephone: (303) 957-6662

Inspector Email:

Work is to be completed on or before: 01/18/2025 or within 120 days, (as applicable)

Work time restrictions: Daylight hours.

(ALSO SEE ATTACHED STANDARD PROVISIONS, AND ADDITIONAL SPECIAL PROVISIONS), (TRAFFIC CONTROL MUST CONFORM TO THE MUTCD)

Other:

Permittee is prohibited from commencing any activity within highway ROW prior to issuance of a fully endorsed and validated permit.

Permit, insurance certificate(s), and traffic control plan must be available on site during work. High visibility vests are required at all times during working hours.

1. Your request to perform the work as described above is granted subject to the terms and conditions of this permit, including the Standard and Special Provisions as shown on the permit and all attachments hereto.	
2. To the extent authorized by law, the Permittee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Permittee, or its employees, agents, subcontractors or assignees pursuant to the terms of this permit.	
3. Failure by the Permittee to comply with any of the included terms or conditions may subject this permit to suspension or cancellation, at the discretion of the Department of Transportation.	
4. THIS PERMIT IS NOT VALID UNTIL FULLY ENDORSED BY ALL PARTIES, WITH DATE OF ISSUE AFFIXED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT. A FULLY EXECUTED COPY OF THIS PERMIT MUST BE ON FILE AT THE TRANSPORTATION REGION OFFICE.	
5. In accepting this permit the undersigned, representing the Permittee, verifies that he or she has the authority to sign for and bind the Permittee, and that he or she has read, understands and accepts all the included conditions.	
CDOT Signature:	Date
Permittee Signature	Date
COLORADO DEPARTMENT OF TRANSPORTATION Chief Engineer, Regional Transportation Director or Designee	
Print Name/Title	

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS**The following Standard Provisions are terms and conditions of this permit:****Effective March 1, 2006**

Utility work authorized under this permit shall comply with the requirements of the State Highway Utility Accommodation Code, and applicable federal, state, local, and industry codes and regulations.

Construction of any portion of the highway facility, including the pavement structure, subsurface support, drainage, landscaping elements and all appurtenant features, shall comply with the provisions of the CDOT Standard Specifications for Road and Bridge Construction, and with the Colorado Standard Plans (M & S Standards).

1. COMMENCEMENT AND COMPLETION

Work on highway Right of Way (ROW) shall not commence prior to issuance of a fully endorsed and validated permit.

Permittee shall notify the CDOT inspector:

- a. At least 2 working days prior to commencing work, or resuming operations which have been suspended for five or more consecutive working days
- b. When suspending operations for 5 or more working days
- c. Upon completion of work.

Work shall not proceed beyond a completion date specified in the Special Provisions without written approval of the Department.

2. PLANS, PLAN REVISIONS, ALTERED WORK

Plans or work sketch (EXHIBIT A) are subject to CDOT approval. A copy of the approved plans or sketch must be available on site during work. Plan revisions or altered work differing in scope or nature from that authorized under this permit, are subject to CDOT prior approval. Permittee shall promptly notify the CDOT inspector of changed or unforeseen conditions, which may occur on the job.

3. INSURANCE

Insurance Requirements for Utility and Special-Use Permits (Revised 7-05 per State Requirements)

- A. The Permittee shall obtain, and maintain at all times during the performance of work authorized by this Permit, insurance in the following kinds and amounts. The Permittee shall require any Contractor working for them within the State Highway Right of Way to obtain like coverage. The Permittee shall also require any Contractor or Consultant performing work described in subparagraph 4) below, to obtain Professional Liability Insurance.
 - 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all employees acting within the course and scope of their employment and work on the activities authorized by this Permit.
 - 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Consultants, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$2,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.
- e. For any permanent Permittee-owned installations located within the State Highway Right of Way, highway repairs, or site restoration, Completed Operations coverage shall be provided for a minimum period of one year following final acceptance of work.

If any aggregate limit is reduced below 1,000,000 because of claims made or paid, the Permittee, or as applicable - their Contractor, shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CDOT a certificate or other document satisfactory to CDOT showing compliance with this provision.
- 3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
- 4) For any: a) engineering design; b) construction inspection; or, c) traffic control plans approved by a Traffic Control Supervisor; done in association with the operations or installations authorized by this permit, Professional Liability Insurance with minimum limits of liability of not less than \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. If the policy is written on a Claims Made form, the Permittee, or, as applicable – their Consultant or Contractor, shall renew and maintain Professional Liability Insurance for a minimum of two years following final acceptance of the work, or provide a project specific Policy with a two year extended reporting provision.
- 5) Pollution Legal Liability Insurance with minimum limits of liability of \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. CDOT shall be named as an additional insured to the Pollution Legal Liability policy. If the Policy is a component of the Professional Liability Policy, the Additional Insured requirement is waived, and the Policy shall be written on a Claims Made form, with an extended reporting period of at least two year following final acceptance of the work.
- 6) Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The following form Excess Liability shall include CDOT as an additional insured.
- B. CDOT shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies. Completed operations additional insured coverage shall be on endorsements CG 2010 11/85, CG 2037, or equivalent. Coverage required by the Permit will be primary over any insurance or self-insurance program carried by the State of Colorado.
- C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to CDOT by certified mail.
- D. The Permittee, or, as applicable – their Contractor or Consultant, will require all insurance policies in any way related to the Permit and secured and maintained by the Permittee, Contractor or Consultant, to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against CDOT, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to CDOT.
- F. The Permittee, or as applicable - their Contractor or Consultant, shall provide certificates showing insurance coverage required by this Permit to CDOT prior to commencing work. No later than 15 days prior to the expiration date of any such coverage, the Permittee, Contractor or Consultant, shall deliver CDOT certificates

CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

of insurance evidencing renewals thereof. At any time during the term of this contract, CDOT may request in writing, and the Permittee, Contractor or Consultant, shall thereupon within 10 days supply to CDOT, evidence satisfactory to CDOT of compliance with the provisions of this section.

- G. Notwithstanding subsection A of this section, if the Permittee is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the Permittee shall at all times during the term of this permit maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by CDOT, the Permittee shall show proof of such insurance satisfactory to CDOT. Public entity Permittees are not required to name CDOT as an Additional Insured.
- H. If the Permittee engages a Contractor and/or Consultant to act independently from the Permittee on the permitted work, that Contractor and/or Consultant shall be required to provide an endorsement naming CDOT as an Additional Insured on their Commercial General Liability, Auto Liability, Pollution Legal Liability and Umbrella or Excess Liability policies.

4. WORK WHERE DEPARTMENT LACKS AUTHORITY

Utility work within municipal boundaries (pursuant to 43-2-135 CRS), on certain public lands, or on private property, may require separate approval of the appropriate jurisdictional agency or property owner.

5. INSTALLATIONS ON FREEWAYS

CDOT may permit utility accommodations on freeways, including but not limited to the Interstate System, only in accordance with Utility Accommodation Code provisions. Special case exceptions as defined therein may be permitted only in accordance with FHWA-approved Departmental policy.

6. JOINT USE ALTERNATIVES

As directed or approved by CDOT, if necessary for the safe and efficient use of the ROW, Permittee shall utilize joint use facilities such as the placement of two or more separate lines in a common trench, or attachment to the same overhead support. The Permittee will be responsible for proper coordination with other affected utilities.

7. ATTACHMENT TO HIGHWAY STRUCTURES

Permittee is responsible for designing structure attachments, subject to the approval of the CDOT Staff Bridge Design Engineer.

8. DRAINAGEWAYS AND WATERCOURSES

The flow of water shall not ever be impaired or interrupted. Where possible, crossings of ditches, canals or water-carrying structures shall be bored or jacked beneath. Irrigation ditch or canal crossings require approval of the ditch company or owner. Permittee shall repair damage to any drainage facility to the satisfaction of the owner.

9. TRAFFIC CONTROL PLAN

- a. Prior to commencing work, the Permittee shall develop and submit to the Department for acceptance, a Traffic Control Plan (TCP) for any accommodation work that will affect traffic movement or safety. The Permittee shall implement the TCP and utilize traffic control devices as necessary to ensure the safe and expeditious movement of traffic around and through the work site.
- b. The Permittee shall develop the TCP, and Methods of Handling Traffic (MHT's) included therein, in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), the Colorado Supplement thereto adopted by the Commission pursuant to sections 42-4-104 and 42-4-105 CRS, the Department's standard specifications for temporary traffic control and the Department's

standard plans for signing - Standard Plans S 630-1 and S 630-2. The TCP shall include provisions for the passage of emergency vehicles through the work zone, and shall conform to the requirements of the Americans with Disabilities Act. The TCP and MHT's shall contain sufficient detail to demonstrate conformity with all applicable requirements.

- c. The Permittee shall have a competent person at the work site at all times in responsible charge of temporary traffic control. In situations where the TCP goes beyond any Typical Application shown in the MUTCD, or particularly dangerous roadway or traffic conditions exist, the Department may require the Permittee to have a Traffic Control Supervisor (TCS) develop or approve the TCP or to have a TCS on-site during work. The TCS shall be certified as a worksite traffic supervisor by either the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors Association (CCA), and shall have a current CDOT flaggers' certification card. The TCS shall be responsible for the planning, preparation, coordination, implementation, and inspection of the TCP.
- d. The Permittee shall not start the permitted work before the Department accepts the TCP.
- e. The Department may review and order changes to the TCP and MHT's during performance of the work, as required.
- f. The Permittee shall comply with the TCP at all times during performance of the work.
- g. The Permittee shall keep a copy of the TCP at the work site at all times during performance of the work for inspection.
- h. The TCP shall ensure that closure of intersecting streets, road approaches and other access points is minimized. On heavily traveled highways, the Department will not permit operations that interfere with traffic during periods of peak traffic flow.
- i. When Permittee operations coincide with highway construction or maintenance operations, the Permittee shall develop and implement the TCP in cooperation and coordination with the highway agency and/or its contractors and as otherwise directed by the Department in the permit.
- j. All flaggers shall have a current CDOT flagger certification card and shall be capable of communicating with the traveling public and others at the work site.

10. NCHRP 350 CRASHWORTHINESS REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL DEVICES

Work zone devices designated by FHWA as: Category I, including but not limited to single-piece drums, tubes, cones and delineators; Category II, including but not limited to barricades, vertical panels with light, drums or cones with light, portable sign supports, intrusion detectors and type III barricades; or as Category III, including but not limited to concrete barriers, fixed sign supports, crash cushions, and other work zone devices not meeting the definitions of Category I or II; shall meet NCHRP 350 crash test requirements. The Permittee, or their contractor shall obtain and make available upon request, the manufacturer's written NCHRP 350 certification, or as applicable, the FHWA Acceptance Letter, for each type of device. FHWA Acceptance Letters for Category II or Category III Work Zone Devices may be accessed through the FHWA website at http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm

11. WORKER SAFETY AND HEALTH

- a. All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

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- b. Personal protective equipment (PPE) (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the SH ROW, except when in their vehicles, shall wear the following personal protective equipment:
 - 1) Head protection that complies with the ANSI Z89.1 standard;
 - 2) At all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41;
 - 3) High visibility apparel, which shall, at a minimum comply with the Class 2 specifications of the ANSI/ISEA 107 standard. Class 3 apparel shall be considered for use at night or in particularly hazardous situations.
 - 4) The most recent version of the ANSI standards listed above shall apply.

12. ADA REQUIREMENTS

The Permittee shall comply with the applicable provisions of the Americans With Disabilities Act, with respect to both permanent facilities installations and temporary work zones.

13. CLEAR ROADSIDE CONSIDERATIONS

- a. CDOT is committed to provide a roadside area that is as free as practical from nontraverseable hazards and fixed objects ("clear zone"). New above ground installations may be permitted within the clear zone only upon a showing that no feasible alternate locations exist. Permittee must utilize appropriate countermeasures to minimize hazards.
- b. Permittee shall remove materials and equipment from the highway ROW at the close of daily operations. The traffic control plan must include protective measures where materials and equipment may be stored on ROW. Protection of open trenches and other excavations within highway ROW shall be addressed in the Permittee's traffic control plan. All excavations shall be closed at the end of daily operations, and no open excavation will be allowed in the clear zone after dark. The Permittee agrees to promptly undertake mitigating or corrective actions acceptable to the Department upon notification by CDOT that the installation permitted herein has resulted in a hazardous situation for highway users.

14. GENERAL CONSTRUCTION REQUIREMENTS

- a. Work shall not be performed at night or on Saturdays, Sundays, or holidays without prior authorization or unless otherwise specified in this permit. CDOT may restrict work on ROW during adverse weather conditions or during periods of high traffic volume.
- b. Those areas within ROW, which must be disturbed by permit operations, shall be kept to a practical minimum. Permittee shall not spray, cut, or trim trees or other landscaping elements within highway ROW, unless such work is otherwise specified in this permit, or clearly indicated on the approved plans. Cleated or tracked equipment shall not work on or move over paved surfaces without mats, or pads on tracks.
- c. Material removed from any portion of the roadway prism must be replaced in like kind with equal or better compaction. Segregation of material is not permitted. The permitted facility shall be of durable materials in conformity with accepted practice or industry standards, designed for long service life, and relatively free from routine servicing or maintenance.

- d. Construction or compaction by means of jetting, puddling, or water flooding is prohibited within all highway ROW.
- e. Thrust blocks are required on all vertical and horizontal bends in pressure pipes.
- f. Meters shall not be placed on highway ROW except within corporate limits where municipal regulations allow such use.

15. ALIGNMENT, COVER, CLEARANCE

- a. Location and alignment of Permittee's facilities shall only be as specified in this permit or as otherwise indicated in the approved plans or work sketch (EXHIBIT A).
- b. Parallel installations will not be permitted within roadways (including curbing and/or shoulders) or median areas, except within corporate boundaries, subject to municipal regulations.
- c. Parallel installations should be located as near as practicable to the ROW line. Crossings shall be as nearly perpendicular to the highway as feasible.
- d. Where no feasible alternate locations exist, the Department may permit parallel installations along roadside areas within 15 feet from edge of shoulder or back of curb. In these cases, the facility must be so located and safeguarded as to avoid potential conflict with necessary highway appurtenances (signs, guard rail, delineators, etc.). Specific safeguards such as increasing depth of cover to 60 inches, capping, or encasement, shall be specified in this permit's Special Provisions.
- e. Parallel installations shall follow a uniform alignment, wherever practical. Due consideration must be given to conserving space available for future utility accommodations. The standard allowable deviation from the approved horizontal alignment is ± 18 inches.
- f. Minimum cover shall conform to the Special Provisions. Normal specified cover will be 48 inches or greater; reduced cover may be approved where site conditions warrant, subject to other safeguards as may be specified or approved in the permit. Minimum overhead clearance shall conform to the Special Provisions, consistent with Utility Accommodation Code criteria.

16. PAVEMENT CUTS AND REPAIRS

Paved surfaces shall not be cut unless otherwise specified in this permit. No more than one half the width of the roadbed may be opened at a time, when otherwise permitted. Pavement shall be sawed or wheel-cut to a neat line. Pavement shall be replaced to a design equal to or greater than that of the surrounding undisturbed pavement structure. Pavement repair shall conform to the Special Provisions or the approved plans.

17. BORING, JACKING, ENCASEMENT

Unless otherwise specified, buried crossings shall be bored or jacked beneath the roadway, at least from toe of slope to toe of opposite slope. Portals for untrenched crossings more than 5 feet in depth shall be bulk headed in conformance with OSHA construction and safety standards. Portal limits of untrenched crossings shall be established safely beyond the highway surface and clear zone and in no case shall the lateral distance from the surfaced area of the highway to the boring or jacking pit be less than the vertical difference in elevation between such surface and the bottom of the pit. Water jetting or tunneling is not permitted. Water assisted boring may be permitted as determined by the CDOT Inspector. Boring hole shall be oversized to the minimum amount required to allow pull-through of the conduit being installed. Resultant voids shall be grouted or otherwise backfilled, subject to CDOT approval. Ends of bored sections shall not be covered before being inspected. Encasement shall be consistent with Utility Accommodation Code provisions. CDOT may require protective casing for shallow installations or certain conduit materials. Encased crossings shall extend at least from toe of slope to toe of slope, or the full width between access-control lines on freeways, including the Interstate System.

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18. INSPECTION AND ACCEPTANCE

- a. CDOT will determine the extent of inspection services necessary for a given installation. Permittee shall attend final inspection as may be required. If the initial performance of permitted work was unacceptable, as determined by the Department, the Permittee shall perform any reconstruction or improvement of that work as ordered by the Department, in a timely manner and prior to any further construction. If permitted operations are not being carried out in compliance with the terms and conditions of this permit, the Department may order the Permittee to perform whatever corrective measures are necessary to attain compliance with the permit. If there is an immediate danger to the public's health, safety or welfare, the Department may order the Permittee to cease all operations and if necessary, to remove all equipment and facilities from the SHROW.
- b. Final acceptance does not relieve Permittee of maintenance obligations toward those elements of the highway facility constructed under this permit. Final acceptance begins the two-year warranty period (see requirement under "Operation and Maintenance" below).

19. ENVIRONMENTAL CLEARANCES/PERMITS

- a. It is the responsibility of the Permittee to determine which environmental clearances and/or regulations apply to their activities and to obtain any clearances that are required directly from the appropriate regulatory agency prior to commencing work. Please refer to or request a copy of the "CDOT Environmental Clearance Information Summary" (ECIS) for details. The ECIS may be obtained from CDOT Permitting Offices or may be accessed via the CDOT webpage at <http://www.dot.state.co.us/UtilityProgram/Forms.cfm>. Failure to comply with regulatory requirements may result in suspension or revocation of your CDOT permit, or enforcement actions by other agencies.
- b. The Special Provisions of this permit shall list any specific environmental clearances or permits that the Department has been notified by the Permittee or by the administering regulatory agency apply to the operations authorized by this permit. The Special Provisions shall require the Permittee obtain the listed environmental clearances/permits prior to beginning work.
- c. The Permittee shall comply with all requirements described in the CDOT Environmental Clearances Information Summary, including those pertaining to:
 - 1) Ecological Resources
 - 2) Cultural Resources
 - 3) Discharges of Stormwater or Process Water
 - 4) Hazardous Materials
 - 5) Discharges of Dredged or Fill Material
 - 6) Erosion and Sediment Control
 - 7) Disposal of Drilling Fluids
 - 8) Concrete Washout
 - 9) Spill Reporting
 - 10) Transportation of Hazardous Materials
- d. Disturbance of any wildlife shall be avoided to the maximum extent practicable. If threatened or endangered species or archeological or historical artifacts are encountered during the progress of a project, work in the subject area shall be halted and the CDOT regional permitting office shall be contacted immediately for direction as to how to proceed.
- e. All discharges of stormwater or process water are subject to the applicable provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations.
- f. There shall be no disposal of hazardous materials in the state highway right of way. Solid waste shall be removed from the state highway right of way and disposed of at a permitted facility or

designated collection point (such as the Permittee's own dumpster). Drilling fluids must be disposed of as described in the ECIS.

- g. If pre-existing solid waste or hazardous materials contamination (including oil or gasoline contaminated soil, asbestos, chemicals, mine tailings, etc.) are encountered during the performance of work, the Permittee shall halt work in the affected area and immediately contact the CDOT regional permitting office for direction as to how to proceed.
- h. Spills shall be reported immediately using the CDOT Illicit Discharge Hotline (303) 512-4446. Spills on the highway, into waterways, or that may otherwise present an immediate danger to the public, shall be reported by calling 911 or the Colorado State Patrol at (303) 239-4501, and the Colorado Department of Public Health and Environment at 1-(877) 518-5608.

20. RESTORATION OF RIGHT OF WAY

Prior to final acceptance, all disturbed portions of highway right of way shall be cleaned up and restored to their original condition, subject to CDOT approval. Seeding, sodding, and planting shall be as specified, or otherwise approved by CDOT. Construction, maintenance and watering requirements shall conform to the CDOT Standard Specifications. Where landscape restoration must be delayed due to seasonal requirements, such work may be authorized by separate permit. Permittee shall use only certified weed-free seed and mulch. Permittee shall clean equipment before transporting it into or out of the state to prevent the migration of noxious weeds.

21. OPERATION AND MAINTENANCE

- a. Permittee agrees to own and maintain the installation permitted herein. The facility shall be kept in an adequate state of repair and maintained in such a manner as to cause the least interference with the normal operation and maintenance of the highway.
- b. If any element of the transportation facility, constructed or replaced as a condition of this permit, fails within 24 months due to improper construction or materials, Permittee shall make all repairs immediately as notified in writing by CDOT.
- c. Routine, periodic maintenance and emergency repairs may be performed under the general terms and conditions of this permit. CDOT shall be given proper advance notice whenever maintenance work will affect the movement or safety of traffic. In an emergency, the CDOT Region office and the State Patrol shall immediately be notified of possible traffic hazards. Emergency procedures shall be coordinated beforehand, where possible.
- d. Maintenance activities requiring new excavation or other disturbance within highway ROW may require separate permit. Where highway construction or maintenance operations so require, Permittee will shut off lines, remove all combustible materials from the highway right of way, or provide other temporary safeguards.

22. MARKERS, LOCATION AIDS, LOCATION ASSISTANCE

- a. The utility shall take all practical measures to ensure that buried utility facilities are surface-detectable by standard geophysical methods. Where the utility facilities, by the nature of their material properties, burial depth or other factors, may by themselves not be surface-detectable, the utility shall, where feasible, incorporate detection wire or other detection aids in the installation of those facilities. In instances where detection aids are not feasible or would be ineffective and surface-detectability cannot be ensured, surface markers shall be installed as directed by the Department and as-constructed plans and showing the accurate horizontal and vertical location of the buried facilities shall be provided to the Department.
- b. All plowed or trenched installations must include color-coded (using the American Public Works Association color coding system) warning tape placed not less than 12 inches vertically above

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the top of the line. The warning tape shall be surface-detectable if needed to facilitate detection of the line.

- c. The utility shall place readily identifiable markers at the right of way line where it is crossed by pipelines carrying transmittants which are flammable, corrosive, expansive, energized, or unstable, particularly if carried at high pressure or potential, except where a vent will serve as a marker.
- d. The utility shall place markers for longitudinal underground facilities vertically above the facilities or at a known horizontal offset, unless otherwise approved in writing by the Department. Each marker shall provide a fore- and backsight to succeeding and preceding markers. Markers shall be installed at suitable intervals along tangent sections, at angle points or points of curvature and at reasonable intervals along curves.
- e. The utility shall maintain any markers required by this Code for the life of the installation.
- f. The Department may require the utility to submit "as-constructed" plans. The Department may enter into an agreement with the utility whereby the Department can rely on those plans for the exact location of the utility for any future excavations, and need not give notice to the utility under Article 1.5 of Title 9, C.R.S.
- g. The utility will comply with the applicable requirements of Article 1.5 of Title 9 C.R.S., including any requirement to participate in the State's Notification Association pursuant to 9-1.5-105 C.R.S.. All owners of underground utilities within the SHROW, with the exception of the Department itself, must become members of the UNCC Notification Association.
- h. In addition to complying with the provisions of Article 1.5 of Title 9 C.R.S (One-Call Statute) in response to the Department's notification of planned excavations, utility owners shall surface-mark their buried utility facilities that are located within the SHROW in order to facilitate Departmental engineering and design activities, upon reasonable request from the Department, and at no cost to the Department. The Permittee shall respond to such request within a reasonable timeframe acceptable to the Department, but no longer than 14 calendar days from the date of request, and the accuracy of the surface marking shall be within 18 inches of either side of the actual location of the buried facility.

23. ADJUSTMENTS DUE TO HIGHWAY CONSTRUCTION

If for any transportation purpose it becomes necessary to remove, adjust, or relocate this facility, Permittee will do so promptly, at no cost to the CDOT except as provided by law, upon written notice from CDOT and in accordance with the utility relocation permit issued to cover the necessary work. The utility shall perform the relocation at or within a time convenient to and in proper coordination with the project or transportation-related activity, to minimize public inconvenience and cost, as directed by the Department in the permit authorizing the relocation. The utility company shall pay for damages caused by the company's delay in the performance of utility relocation work or interference with the performance of transportation project work done by others. Such damages include, but are not limited to, payments made by the Department to any third party based on a claim that performance of the transportation project work was delayed or interfered with as a direct result of the utility company's failure to timely perform the utility relocation work. Damages resulting from delays in the performance of the utility relocation work or interference with the transportation project work that are caused by events beyond the utility company's ability to reasonably foresee or control (a force majeure) shall not be charged to the utility company.

24. ABANDONMENT, RETIREMENT, CHANGE IN OWNERSHIP

- a. The Permittee shall notify the Department in writing of the planned retirement or abandonment of its facility or any portion thereof. The Department will notify the Permittee in writing if it determines that the facilities may be retired or abandoned in place, along with any special conditions that may apply.
- b. Retired facilities shall remain the Permittee's sole responsibility, subject to all provisions of the Utility Accommodation Code and all

of the terms and conditions of the permit issued for that facility, including maintenance and relocation requirements.

- c. The Permittee shall promptly remove all abandoned facilities from the SH ROW and promptly restore the SH ROW to pre-existing or other conditions prescribed by the Department unless the Department in writing expressly allows the facility to remain in place. Written notice from the Department, allowing an abandoned facility to remain in place, may include special conditions.
- d. If utility facilities are retired or abandoned in place, the utility shall comply with that decision if directed by the Department:
 - 1) cap, plug or fill lines,
 - 2) furnish suitable location records for any such buried facilities,
 - 3) maintain its own records of such facilities and respond to locate notices/requests from the UNCC and/or excavators, In providing such locates, the utility will indicate to the requesting entity whether or not the subject facilities are retired or abandoned.
 - 4) perform any other actions as deemed necessary by the Department to protect the transportation facility and/or the traveling public.
- e. If the ownership of utility facilities is transferred, both the original Permittee and the new owner shall notify the Department in writing prior to the change in ownership, and such notice shall state the planned date of change in ownership. The notice from the new owner shall include a written statement accepting all terms and conditions of the existing permit, effective upon the planned date of the change in ownership.
- f. Utility facilities containing asbestos may not be abandoned in-place. Ordinarily, such facilities must be removed from the SHROW when take out of service. On a case-by-case basis, the Department may allow such facilities to be retired in-place, with the owner retaining full legal ownership and responsibility for the facilities.

25. SUSPENSION AND CANCELLATION

- a. The CDOT inspector may suspend operation due to:
 - 1) Non compliance with the provisions of this permit
 - 2) Adverse weather or traffic conditions
 - 3) Concurrent transportation construction or maintenance operations in conflict with the permitted work.
 - 4) Any condition deemed unsafe for workers or for the general public.
- b. Work may resume when grounds for suspension no longer exist.

This permit is subject to cancellation due to:

- 1) Persistent noncompliance with permit provisions
- 2) Abandonment or transfer of ownership
- 3) Superseded by new permit covering the same installation
- 4) Conflict with necessary planned transportation construction.
- c. Permittee must promptly terminate occupancy upon notice of cancellation of permit, unless a new permit is applied for and granted.
- d. Where Permittee does not fulfill an obligation to repair or maintain any portion of the highway facility, or control and safely maintain the flow of traffic thereon, CDOT reserves the right, in lieu of canceling this permit, to accomplish the required work by any other appropriate means, and Permittee shall be liable for the actual costs thereof.

COLORADO DEPARTMENT OF TRANSPORTATION

Environmental Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive—additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT: Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2000 Water Quality Control Division (WQCD): (303) 692-3500
Environmental Permitting Website <https://www.colorado.gov/pacific/cdphe/all-permits>
- CDOT Water Quality Program Manager: (303) 512-4053 <https://www.codot.gov/programs/environmental/water-quality>
- CDOT Asbestos Project Manager: (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices:
Omaha District (Northeastern CO), Denver Office (303) 979-4120
<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>
Sacramento District (Western CO), Grand Junction Office (970) 243-1199
<http://www.spk.usace.army.mil/Missions/Regulatory.aspx>
Albuquerque District (Southeastern CO), Pueblo Office (719) 543-9459
<http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <https://www.codot.gov/business/permits>

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat requires special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://www.codot.gov/programs/environmental/wildlife/guidelines>, or the Colorado Parks and Wildlife (CPW) website, <http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAH), Denver, to ascertain if historic or archaeological resources have previously been identified (<https://www.historycolorado.org/file-access>; 303-866-5216). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM.

Paleontological Resources - The level of effort required for paleontological resources is dependent on the amount of ground disturbance, including rock scaling, digging, trenching, boring, ground leveling, and similar activities.

- If the permit will involve extensive ground disturbance (generally involving more than one mile of CDOT ROW), a full review will be required by a qualified paleontologist, including map, file, and locality searches, with final recommendations provided by the CDOT paleontologist upon receipt of the report. Based on results of the review, a survey or inventory of the permit area may be necessary.
- If the permit will involve a small amount of ground disturbance (less than one mile of ROW), the applicant must request a fossil locality search through the University of Colorado Museum of Natural History (<https://www.colorado.edu/cumuseum/research-collections/paleontology/policies-procedure>) and the Denver Museum of Nature and Science (<https://www.dmn.org/science/earth-sciences/earth-sciences-collections/>). The museum collections manager will provide information about localities in the project area. If there are no known localities, the permit requirement for paleontology is complete upon submitting that information to CDOT. If there are known localities, the CDOT paleontologist will be contacted by the museum with details, and additional recommendations will be made if necessary. Note that museum staff are not required to disclose the details of fossil localities to the permit applicant, nor is detailed locality information required for the permit application to proceed.
- If the permit involve no ground disturbance, no action is required for paleontological resources. If fossils are encountered during the permitted action, all work in the immediate area of the find should stop and the CDOT Staff Paleontologist and the Region Environmental Manager should be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. Contact Information: See the museum websites listed above. The CDOT Paleontologist is not able to conduct locality searches independently. For further information contact CDOT Paleontologist Nicole Peavey at nicole.peavey@state.co.us or (303)757-9632.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed.

Contact Information: Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. **Contact Info:** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information concerning clearance on CDOT projects is available from the CDOT Asbestos Project Manager

(303) 512-5519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact Information:** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra- state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Clean Water Act section 404 permits are often required for the discharge of dredged or fill

material into waters of the U.S., including wetlands. Several types of section 404 permits exist, including nationwide, regional general, and individual permits. Nationwide permits are the most commonly authorized type for activities with relatively minor impacts. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at <https://www.codot.gov/programs/environmental/wildlife/guidelines>.

Erosion and Sediment Control Practices - Any activities that disturb one or more acres of land require a Stormwater Construction Permit (SCP) from the CDPHE-WQCD. Erosion & sediment control requirements will be specified in that permit. In situations where a stormwater permit is *not* required, all reasonable erosion and sediment control measures should be taken to minimize erosion and sedimentation. Control practices should be in accordance with CDOT Standard Specifications 107.25, 208, 213 and 216 (<https://www.codot.gov/business/designsupport/cdot-construction-specifications>). The CDOT Erosion Control and Stormwater Quality Guide (website:

<https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>) can also be used to design erosion/sediment controls. **Contact Information:** Contact the CDPHE-WQCD at (303) 692-3500.

Website: <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>

Site Stabilization - All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide should also be used to plan restoration of disturbed vegetation. Website: <https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>

Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. **Contact Information:** Contact the CDPHE-WQCD at (303) 692- 3500. Website: <https://colorado.gov/pacific/cdphe/wq-commerce-and-industry-permits>

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall be in accordance to CDOT specifications and guidelines at <https://www.codot.gov/business/designsupport/cdot-construction-specifications> and refer to the specifications and their revisions for sections 101, 107 and 208.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. **Contact**

Information: Contact the CDPHE-WQCD at (303) 692-3500. For Applications and Instructions:

<https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>.

Municipal Separate Storm Sewer System (MS4) Requirements - When working in a MS4 area, discharges to the storm sewer system are subject to CDOT's or other municipalities' MS4 Permit. For activities within the boundaries of a municipality that has a MS4 permit, the owner of such activity should contact the municipality regarding stormwater related requirements. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (<https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes>) and the CDOT MS4 Permit #COS-000005 (<https://www.codot.gov/programs/environmental/water-quality/documents>). Discharges are subject to inspection by CDOT and CDPHE. For CDOT-related MS4 programs and requirements, go to: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs>.

Post-Construction Permanent Water Quality - When working in a CDOT MS4 area and the activity disturbs one or more acres, permanent water quality control measures may be required. Information on the requirements can be found under the CDOT Permanent Water Quality MS4 Program at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/pwq-permanent-water-quality>

Discharges to Storm Sewer Systems

Prohibited Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment.

Allowable Discharges - The following discharges to stormwater systems are allowed without a permit from the CDPHE-WQCD: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. **Contact Information:** Contact the CDPHE-WQCD at (303) 692-3500. Information can also be found in the CDOT Illicit Discharge MS4 Program PDD at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/idde.html>.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4426 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at <https://www.colorado.gov/pacific/cdphe/emergency-reporting-line>.

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes," and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). **Contact Information:** Contact CDPHE (telephone #'s listed above).

Noxious Weeds and Invasive Species Management Plan - Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (<https://www.colorado.gov/pacific/agconservation/noxiousweeds>) and the Colorado Division of Parks and Wildlife (<http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx>). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.



What is stormwater runoff?

Stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like roads and sidewalks prevent stormwater from naturally soaking into the ground

Why is stormwater runoff a problem?

Stormwater can pick up debris, chemicals, dirt and other pollutants and flow into CDOT's storm drain system or directly into a stream, river, lake, wetland or reservoir. Anything that enters CDOT's storm drain system is discharged untreated into the waterways we use for fishing, swimming, and providing drinking water.



Dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, pH, wrecked or discarded equipment, **rock, sand,** any industrial, municipal, or agricultural waste.

Tips for Reporting an Illicit Discharge

Call the illicit discharge hotline at **(303) 512-4426**
From a safe distance try to estimate the amount of the discharge.
Identify characteristics of the discharge (color, odor, algae, etc.).
Obtain information on the vehicle dumping the waste (if applicable).

Do not approach!

Call *CSP for illicit dumping.

If possible, take a photo, record a license plate.

REMEMBER:

Never get too close to the illicit discharge, it may be dangerous!!!

For more information on CDOT Utility Permits:

<https://www.codot.gov/business/permits/utilities/specialuse>

For more information on CDOT Access Permits:

<https://www.codot.gov/business/permits/access/permits>

For more information on CDOT Water Quality Program:

Water Quality Program Manager
4201 E. Arkansas Ave.
Shumate Building
Denver, Colorado 80222
303-757-9343

Water Quality Program Industrial Facilities Program

CDOT has a Municipal Separate Storm Sewer System permit, otherwise known as (MS4) from the Colorado Department of Public Health and Environment. The permit states that only stormwater can be discharged from CDOT's storm drain system



As part of the permit, CDOT has several different programs to prevent pollutants from entering into the storm drain system:

- Construction Site Program
- New Development Redevelopment Program
- Illicit Discharge Program
- Industrial Facilities Program
- Public Education and Outreach Program
- Pollution Prevention and Good Housekeeping Program
- Wet Weather Monitoring Program



Control Measures for Industrial Facilities

Industrial facilities can use control measures (CM) otherwise known as Best Management Practices (BMP) during the construction of a facility and when operating the facility. Control measures are schedules of activities, maintenance procedures, and other management practices to prevent and reduce pollution entering into CDOT's storm drain system. Control Measures also include treatment, operating procedures, and practices to control site run off which can include structural and non-structural controls.

CDOT defines a utility, or utility facility as any privately, publicly, or cooperatively owned line, facility, or system producing, transmitting or distributing the following:

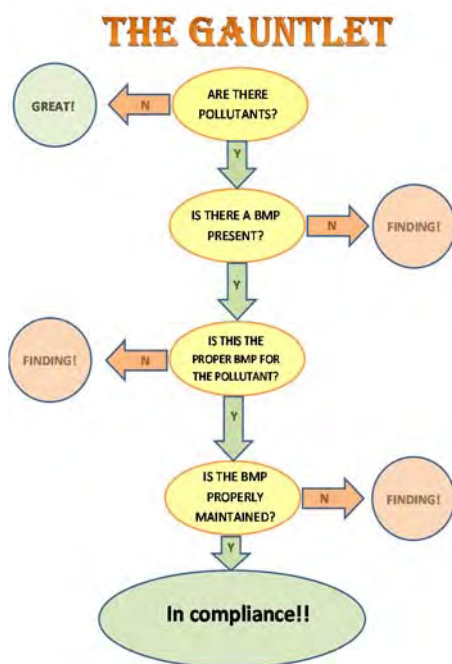
- ✓ Communications
- ✓ Cable television
- ✓ Power
- ✓ Electricity
- ✓ Light
- ✓ Heat Gas
- ✓ Oil
- ✓ Crude Products
- ✓ Water
- ✓ Stream
- ✓ Waste
- ✓ Stormwater not connected with highway drainage
- ✓ Similar Commodity

Industrial Facilities Program Elements:

1. Educate and outreach to owners or operators that have potential to contribute substantial pollutant to water.
2. Report and include information on discharge and water quality concerns. Provide written notification within 15 days of discovery to CDPHE.
3. Submit an annual report to CDPHE containing the number of informational brochures distributed; name and title of each individual trained.

Education

There are instances when a utility company or other entity doing work in the state highway right-of-way will require some type of environmental permit or clearance for that work. CDOT has put together an Environmental Clearances Information Summary for those applying for a CDOT Utility and Special Use Permit or Access Permit to obtain all required clearances. This fact sheet is given to each permittee and is available at: <http://www.coloradodot.info/programs/environmental/resources/guidance-standards/Environmental%20Clearances%20Info%20Summary.pdf>



State Highway Utility Permit

Attachment to Permit No. 4240535 - Additional Terms and Conditions Version 26

1. GENERAL

2. This permit is issued in accordance with the State Highway Utility Code and is based in part upon the information submitted by the Permittee. This permit is only for the use and purpose stated in the Application and Permit. A copy of the State Highway Utility Code can be downloaded at: http://www.coloradodot.info/business/permits/utilitiesspecialuse/2CCR_601_18.pdf/view

3. Please refer to this permit number in all communications and correspondence.

4. The Permittee is responsible for obtaining any necessary additional federal, state, and/or City/County permits or clearances required to proceed with permitted work. Approval of this utility/special use permit does not constitute verification of this action by the Permittee.

5. The Permittee, his or her heirs, successors-in-interest, assigns, and occupants of the Utility/Construction/Landscape/Special Use permitted by this permit shall be responsible for meeting the terms and conditions of this permit.

6. Before work begins, a certificate of insurance naming the Colorado Department of Transportation (CDOT) as an additional insured is required to be submitted to:

CDOT Region 4
Utilities Permits
10601 W 10th Street
Greeley, CO 80634

Description should include this permit number. Insurance should be in effect through 2-year warranty period from permit issue date and as long as installation exists in CDOT right-of-way. See attached Standard Terms 3.A through 3.H., inclusive.

7. READ ALL ADDITIONAL STANDARD REQUIREMENTS OF THIS PERMIT AND OTHER TERMS AND CONDITIONS ON THESE ATTACHED SHEETS. A COPY OF THIS PERMIT, INCLUDING ALL TERMS AND CONDITIONS, MUST BE ON THE JOB SITE WITH THE CONTRACTOR. Call for an inspection of forms at least one working day prior to placing any concrete. The Colorado Department of Transportation inspection is not an approval of the grade or alignment of the work. The contractor and/or engineer is responsible for the proper grade and alignment. Minor changes or additions may be ordered by the field inspector to meet field conditions. Any survey monuments or markers disturbed during the execution of this permit shall be repaired immediately at the expense of the Permittee.

8. NOTIFY THE DEPARTMENT OF TRANSPORTATION INSPECTOR [Bryan Nigey At \(303\) 957-6662](#) TWO WORKING DAYS BEFORE STARTING THE WORK OR RESUMING SUSPENDED WORK.

9. On-premise and off-premise signing not in CDOT right-of-way shall comply with the current Colorado Outdoor Advertising Act CRS 43-1-401, Rules and Regulations Pertaining to Outdoor Advertising. For questions, please contact Outdoor Advertising Inspector Rose Valdes at 970.939.2440.

10. All work is to conform to the plans on file with the Colorado Department of Transportation or as modified by this Permit. (IF DISCREPANCIES ARISE, THIS PERMIT SHALL TAKE PRECEDENCE

State Highway Utility Permit

Attachment to Permit No. 4240535 - Additional Terms and Conditions Version 26

OVER THE PLANS). The Colorado Department of Transportation plan review is only for the general conformance with the Colorado Department of Transportation design and code requirements. The Colorado Department of Transportation is not responsible of the accuracy and adequacy of the design, of dimensions, and elevations which shall be confirmed and correlated at the job site. The Colorado Department of Transportation, through the approval of this document, assumes no responsibility other than stated above for the completeness and/or accuracy of the plans.

11. Any damage to any present highway facilities shall be repaired immediately and prior to continuing other work. Any mud or other material tracked or otherwise deposited on the roadway shall be removed daily or as ordered by the Inspector.

12. CDOT will determine the extent of inspection services for the work. A daily inspection may be done by the Colorado Department of Transportation from the time work begins inside the highway right-of-way until the job is completed and right-of-way restored to its original condition.

13. Water, storm sewer, sanitary sewer, gas, electrical, landscaping, telephone, traffic signal installations and fiber optic installations will require individual additional permits.

14. By accepting the permit, the permittee stipulates and agrees to fully protect, defend, indemnify, and hold harmless, to the extent allowed by law, the Issuing Authority and each of the Authority's directors, officers, employees, agents, and representatives, from and against any and all claims, costs (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals or expert witnesses and all court or other dispute resolution costs directly incurred by reason of claims directly brought against the Issuing Authority), losses, damages, pre- or post-judgment interest, causes of action, permittee's failure to obtain, or disregard of, any applicable federal, state, or local environmental permits, approvals, authorizations, or clearances, or in meeting or complying with any applicable federal, state, or local environmental law, regulation, condition, or requirements in connection with any activities authorized by this Utility Permit.

15. DRAINAGE, WATER QUALITY CONTROL, ENVIRONMENTAL

16. All disturbed landscaping is to be restored to original or better condition.

17. Areas of roadway and right-of-way disturbed during this installation or work shall be restored to insure proper drainage and erosion control.

18. The Permittee is responsible for compliance with all Federal, State, and local environmental regulations. The Permittee should have a qualified environmental consultant on staff or hire a qualified environmental consulting firm to assess the proposed project area for potential environmental impacts and obtain any necessary permits prior to disturbance. Environmental impacts include, but are not limited to, wetlands, water quality, threatened or endangered flora and fauna, cultural resources including both archaeological and paleontological resources, and hazardous waste that can affect both human health and the natural environment. Should enforcement action(s) be taken by any agency with jurisdiction, liability for noncompliance with any environmental regulation is the sole responsibility of the Permittee.

21. TRAFFIC

State Highway Utility Permit

Attachment to Permit No. 4240535 - Additional Terms and Conditions Version 26

22. Where necessary to remove, add, or relocate a State Highway traffic control device, including striping, such additions, relocation or removals shall be accomplished by the applicant at its own expense and at the direction of the Department.

23. No storage of materials or equipment will be allowed within CDOT right-of-way or 30 feet off the edge of the traveled way, whichever is greater.

24. TRAFFIC CONTROL

25. No work will be allowed at night, or on Saturdays, Sundays, and legal holidays without prior authorization from the Department. The Department may also restrict work within the State Highway right-of-way during adverse weather conditions.

26. Traffic control will be as per the approved submitted MHT.

27. Traffic control plans are to be reviewed and accepted before construction.

28. The Permittee shall coordinate all traffic control operations with any special events in the area. The Permittee shall not schedule operations that interfere with traffic from 2 hours before until 2 hours after any such event.

29. Two-way traffic must be maintained through the area at all times unless shown otherwise in approved MHT.

30. Construction signs when not used shall be removed from the clear zone. All work that requires traffic control shall be supervised and implemented by a Traffic Control Supervisor certified by the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors Association (CCA). When flag persons are required they shall be properly certified.

31. Lane closures or work within clear zone shall not be allowed during inclement weather and/or when the roads are wet, snow covered or icy. If you have any questions regarding whether it is safe to set up traffic control or work, contact your CDOT inspector.

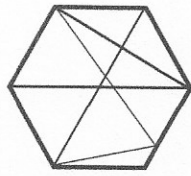
32. MATERIALS

33. Disturbed right-of-way area, where applicable, must be top soiled, fertilized, mulched, and reseeded with Department of Transportation Specification grass seed mix, which meets specifications

34. MISCELLANEOUS

35. All construction vehicles to have mounted flashers.

36. The utility shall avoid disturbing or damaging all highway property, and shall be responsible for the prompt reconstruction, alteration, repair, or maintenance of highway property, as necessary, to repair any damage caused by the accommodation of the utility, and to restore the highway to pre-existing or other conditions as may be specified in a permit or agreement authorizing the accommodation.



Impact
Construction
Services

Friday, July 26, 2024

Request for Permit
CDOT Utility/Special Use
GGRV LLC

To Whom it Concerns,

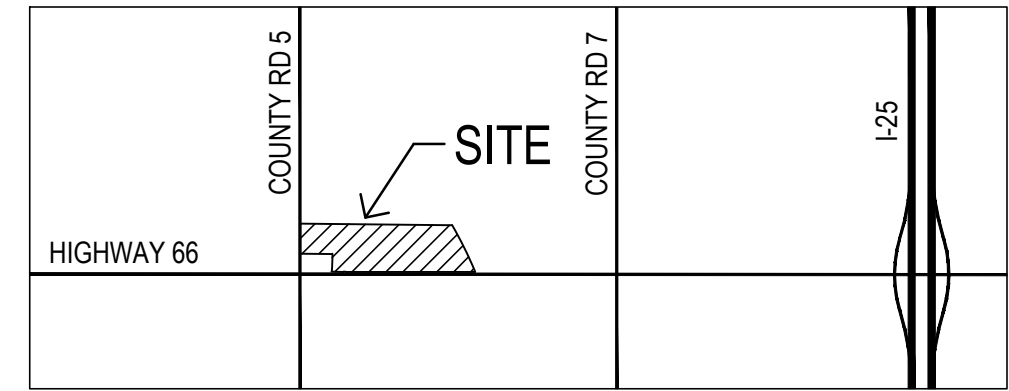
We are requesting approval to add some trees along the S frontage of the project due N of HWY 66 and generally along the new fence line, but S of the fence. This was requested by the Town of Mead to accommodate the fact we could not install some of the trees per the original plan along CR 5 due to an existing wetlands area. They have requested we move 14 trees along the HWY 66 side or S edge of the project, some of which will be on property some will be in CDOT territory. All documents have been attached to the permit that is included in this package.

Thank you for your consideration of the matter.


Ken Patton, GGRV LLC, Owners Rep
Impact Construction Services, Owner
720-299-5536 Mobile.

8446 Everett Way, Unit A, Arvada, CO 80005

VICINITY MAP

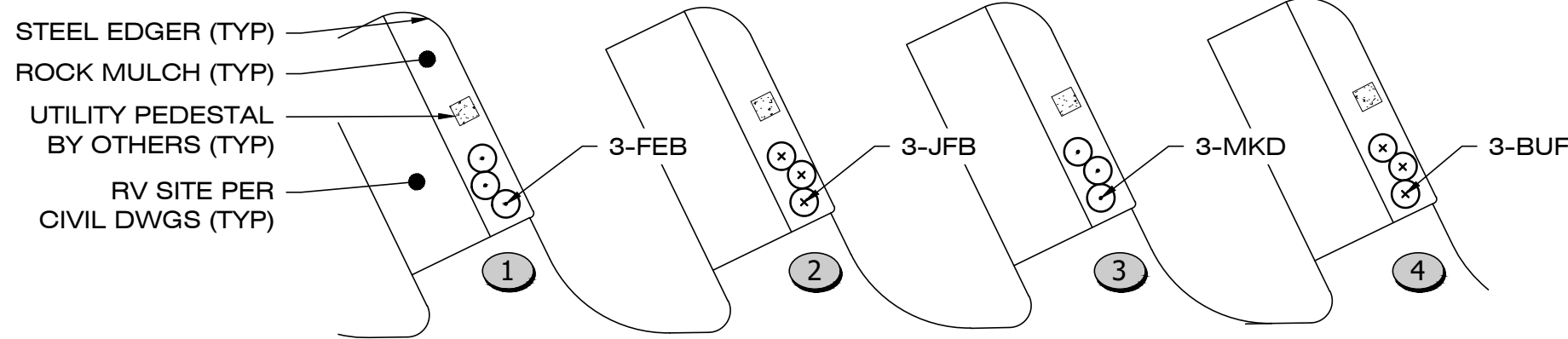


LANDSCAPE PLANT LIST

DECIDUOUS SHADE TREES						
SYMBOL	COMMON NAME	BOTANICAL NAME	MAT URE HEIGHT	MAT URE SPREAD	WATER USE	SUN/SHADE
ABM	Autumn Blaze Maple	Acer x freemansi Autumn Blaze	40-50'	30-40'	Medium	Sun
WEC	Western Catalpa	Catalpa speciosa	40-60'	30-50'	Low	Sun
WEH	Western Hackberry	Celtis occidentalis	50-60'	40-50'	Low	Sun
SHL	Shademaster Honeylocust	Gleditsia triacanthos 'inermis' Shademaster'	40-50'	30-40'	Low	Sun
LAC	Lanceleaf Cottonwood	Populus x acuminata	40-60'	30-40'	Medium	Sun
BUO	Bur Oak	Quercus macrocarpa	50-80'	50-80'	Low	Sun
CHO	Chinquapin Oak	Quercus muehlenbergii	35-50'	35-50'	Low	Sun
GLL	Glenleven Linden	Tilia cordata 'Glenleven'	40-50'	30-35'	Medium	Sun
ORNAMENTAL TREES						
SYMBOL	COMMON NAME	BOTANICAL NAME	MAT URE HEIGHT	MAT URE SPREAD	WATER USE	SUN/SHADE
SBE	Sensation Boxelder	Acer negundo 'Sensation'	25-30'	20-25'	Low	Sun
TCH	Thornless Cockspur Hawthorn	Crataegus crus-galli inermis	15-25'	15-20'	Low	Sun
RDC	Radiant Crabapple	Malus 'Radiant'	20-25'	15-20'	Medium	Sun
CSP	Cleveland Select Pear	Pyrus calleryana 'Cleveland Select'	20-30'	15-20'	Medium	Sun
ISJ	Ivory Silk Japanese Lilac	Syringa reticulata 'Ivory Silk'	15-25'	15-20'	Low	Sun
EVERGREEN TREES						
SYMBOL	COMMON NAME	BOTANICAL NAME	MAT URE HEIGHT	MAT URE SPREAD	WATER USE	SUN/SHADE
RMJ	Rocky Mountain Juniper	Juniperus scopulorum	20-30'	8-12'	Very Low	Sun
FAS	Fat Albert Spruce	Picea pungens 'Fat Albert'	30-40'	20-30'	Medium	Sun / Part Shade
BRP	Bristlecone Pine	Pinus aristata	20-40'	10-20'	Low	Sun / Part Shade
AUS	Austrian Pine	Pinus nigra	40-60'	30-40'	Low	Sun
DECIDUOUS SHRUBS						
SYMBOL	COMMON NAME	BOTANICAL NAME	MAT URE HEIGHT	MAT URE SPREAD	WATER USE	SUN/SHADE
SSB	Saskatoon Serviceberry	Aamelanchier alnifolia	6-12'	6-12'	Low	Sun / Part Shade
BMS	Blue Mist Spirea	Caryopteris x clandonensis 'Blue Mist'	3-4'	2-3'	Low	Sun
FEB	Fernbush	Chamaebatia millefolium	3-5'	3-6'	Very Low	Sun
DNB	Diablo Ninebark	Physocarpus opulifolius 'Diablo'	6-8'	6-8'	Low	Sun
GQP	Goldsder Potentilla	Potentilla fruticosa 'Goldsdr'	2-3'	3-4'	Low	Sun
RLR	Red-Leaved Rose	Rosa glauca	6-7'	4-6'	Low	Sun
DFS	Gro-Low Fragrant Sumac	Rhus aromatica 'Gro-Low'	2-3'	6-8'	Low	Sun
RMR	Red Meidland Rose	Rosa Meidland Red	18-24"	4-6"	Low	Sun
POD	Knock Out Pink Double Rose	Rosa Knock Out Double Pink	3-4'	3-4'	Medium	Sun
SMS	Snowmound Spirea	Spiraea nipponica 'Snowmound'	3-5'	3-5'	Medium	Sun / Part Shade
HAC	Chenault (Hancock) Coralberry	Symphoricarpos x chenaulti 'Hancock'	2-3'	3-6'	Low	Sun / Part Shade
MKD	Mas Kim Dwarf Lilac	Syringa patula 'Mas Kim'	3-5'	3-5'	Low	Sun
CPL	Common Purple Lilac	Syringa vulgaris	10-20'	8-12'	Low	Sun
EVERGREEN SHRUBS						
SYMBOL	COMMON NAME	BOTANICAL NAME	MAT URE HEIGHT	MAT URE SPREAD	WATER USE	SUN/SHADE
JFB	Joint Fir Bluestem	Ephedra equisetina	3-5'	2-3'	Low	Sun / Part Shade
ARJ	Armstrong Juniper	Juniperus chinensis 'Armstrongi'	3-4'	3-4'	Low	Sun
BUF	Buffalo Juniper	Juniperus sabina 'Buffalo'	12-18"	6-8"	Low	Sun / Part Shade
WBJ	Wichita Blue Juniper	Juniperus scopulorum 'Wichita Blue'	15-20"	4-6"	Very Low	Sun
AND	Adam's Needle Yucca	Yucca filamentosa	2-3'	3-4'	Low	Sun
ORNAMENTAL GRASSES						
SYMBOL	COMMON NAME	BOTANICAL NAME	MAT URE HEIGHT	MAT URE SPREAD	WATER USE	SUN/SHADE
BAM	Blonde Ambition Grama Grass	Bouteloua gracilis 'Blonde Ambition'	2-3'	1-2'	Very Low	Sun
FRG	Feather Reed Grass	Calamagrostis acutiflora 'Karl Foerster'	4-5'	18-24"	Low	Sun / Part Shade
LBG	Little Bluestem Grass	Schizachyrium scoparium 'Blaze'	3-4'	24-30"	Low	Sun
GSQ	Giant Sacaton Grass	Sporobolus wrightii	3-6'	3-5'	Low	Sun
PERENNIALS						
SYMBOL	COMMON NAME	BOTANICAL NAME	MAT URE HEIGHT	MAT URE SPREAD	WATER USE	SUN/SHADE
RHP	Red-hot Poker	Kniphofia uvaria	3-4'	2-3'	Low	Sun
LSP	Little Spire Russian Sage	Perovskia atriplicifolia 'Little Spire'	2-3'	2-3'	Very Low	Sun

	LAWN (IRRIGATED) Seed or Sod Tall Fescue		NATIVE SEEDING - LOW GROW MIX (NON-IRRIGATED) Pawnee Buttes Seed Mixes (www.pawneebuttesseed.com); PBSI Low Grow Mix Application Rate: 5 LBS/1,000 SF
	NATIVE SEEDING - STANDARD MIX (NON-IRRIGATED) Pawnee Buttes Seed Mixes (www.pawneebuttesseed.com); PBSI Native Prairie Mix Application Rate: 10 PLS/Acre		

RV SITE TYPICAL LANDSCAPE PLANTING LAYOUTS



GOPHER GULCH RV PARK

Mead, Colorado
Site Plan - Landscape Plans

LANDSCAPE REQUIREMENTS

CAMPGROUND SPECIFIC USE STANDARDS	REQUIRED	PROVIDED
TREES: (1) PER (2) SPACES	143 SPACES / 72 TREES	72 TREES
COUNTY ROAD 5 STREET TREES	1488' @ 40' O.C. = 37 TREES	19 TREES

NOTE: 14 ADDITIONAL TREES WERE ADDED ALONG THE HIGHWAY 66 SIDE OF THE PROPERTY PER THE REQUEST OF THE TOWN OF MEAD.

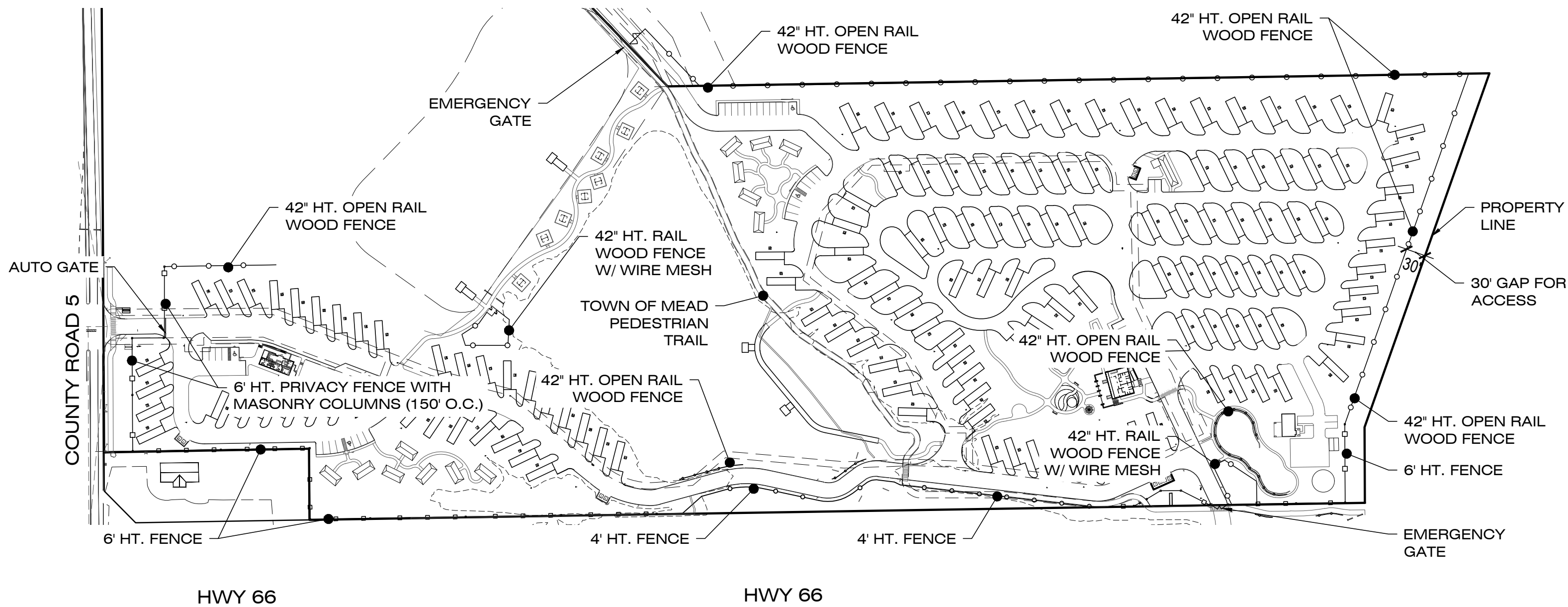
LANDSCAPE AREAS

IRRIGATED LAWN	61,062 SF
NATIVE SEEDING LOW-GROW MIX	204,188 SF
NATIVE SEEDING STANDARD MIX	305,965 SF
ROCK MULCH 1-1/2" WESTERN RIVER ROCK	56,529 SF
TOTAL LANDSCAPE AREA: (DOES NOT INCLUDE PLAYGROUND, DOG PARKS OR TENT SITES)	603,950 SF

REVISION NOTES

1. DUE TO STANDING WATER IN THE POND, SOME STREET TREES WERE MOVED FROM AREAS SHOWN ON SHEETS L8 & L9. THOSE MOVED STREET TREES WERE THEN REDISTRIBUTED AROUND THE SITE.
2. TOTAL PLANT COUNT ON THESE PLANS REMAINS THE SAME AS THE SET OF LANDSCAPE PLANS SUBMITTED ON 12/07/21.
3. SOME OTHER PLANTS WERE ADJUSTED SLIGHTLY AROUND THE SITE DUE TO CHANGES ON THE CIVIL ENGINEERING PLANS.

FENCE & TRAIL PLAN (NTS)



GENERAL LANDSCAPE NOTES

1. ALL LOW PERENNIAL AND GROUND COVER PLANTING AREAS SHALL BE MULCHED WITH SHREDDED WESTERN RED CEDAR WOOD MULCH, AT A DEPTH OF 2". WEED BARRIER FABRIC IS NOT REQUIRED UNDER WOOD MULCH.
2. ALL OTHER PLANTING BED AREAS SHALL BE MULCHED WITH 1-1/2" WESTERN RIVER ROCK, AT A DEPTH OF 3", INSTALLED OVER PERMEABLE WEED BARRIER FABRIC. DO NOT INSTALL EDGING BETWEEN WOOD MULCH AND ROCK MULCH AREAS.
3. SOD EDGER SHALL BE 14 GAUGE ROLLED TOP STEEL EDGING (DARK GREEN COLOR) IN THE LOCATIONS SHOWN ON THE PLANS. EDGER IS NOT REQUIRED WHERE SOD ABUTS CONCRETE.
4. ALL AREAS TO BE LANDSCAPED SHALL HAVE ORGANIC AMENDMENTS THOROUGHLY INCORPORATED INTO THE SOIL AT A RATE OF 5 CUBIC YARDS PER 1,000 SQUARE FEET, AND TILLED TO A DEPTH OF 6 INCHES.
5. ALL SOD AREAS, BED AREAS, AND LANDSCAPE AREAS SHALL BE FINE GRADED PRIOR TO INSTALLATION OF NEW PLANT MATERIAL. ROCKS, WOOD, AND ANY MATERIAL LARGER THAN 1" IN DIAMETER SHALL BE REMOVED FROM ALL PLANTING AREAS PRIOR TO SODDING AND PLANTING NEW MATERIALS.
6. EXISTING TURF, SHRUBS, TREES, AND PLANT MATERIAL TO BE REMOVED SHALL BE FULLY REMOVED FROM THE SITE, INCLUDING ALL ROOTS.
7. ALL LANDSCAPED AREAS SHALL BE WATERED BY A FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
8. SOD AREAS SHALL BE ZONED SEPARATELY THAN BEDS, AND SHALL BE IRRIGATED VIA POP-UP SPRAY HEADS PROVIDING FULL (HEAD TO HEAD) COVERAGE. HEADS SHALL BE COMMERCIAL GRADE WITH REPLACEABLE NOZZLES, PRESSURE REGULATORS, AND CHECK VALVES.
9. BED AREAS SHALL BE ZONED SEPARATELY THAN SOD AREAS, AND SHALL BE IRRIGATED BY INDIVIDUAL DRIP EMITTERS TO EACH PLANT. DRIP COMPONENTS SHALL BE COMMERCIAL GRADE RAIN-BIRD OR EQUAL POINT SOURCE EMITTERS, WITH ALL PLANTS RECEIVING IRRIGATION.

PLAN SET INDEX

SHEET	NAME
L1	LANDSCAPE COVER SHEET & NOTES
L2	OVERALL SITE PLAN
L3	LANDSCAPE PLAN
L4	LANDSCAPE PLAN
L5	LANDSCAPE PLAN
L6	LANDSCAPE PLAN
L7	LANDSCAPE PLAN
L8	LANDSCAPE PLAN
L9	LANDSCAPE PLAN
L10	LANDSCAPE DETAILS
L11	COTTAGE CHARACTER IMGS
L12	RV SITE & BATHHOUSE DETAILS

TOWN OF MEAD APPROVAL

THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM DATE OF THE TOWN ENGINEER'S APPROVAL.

APPROVED BY: _____ DATE: _____

TOWN ENGINEER _____ DATE: _____

OUTDOOR
—DESIGN GROUP—

WWW.ODGDESIGN.COM

OUTDOOR DESIGN GROUP, INC.
5690 WEBSTER STREET
ARVADA, CO 80002
(303) 993-4811

GOPHER GULCH RV PARK
Mead, Colorado

Owner:
Chris Cain
1675 County Road 26
Longmont, CO 80504

Site Plan -
Landscape Plans

Issue Dates

Date:	Notes:
01-30-20	Client Review
08-14-20	Client Review
02-04-21	Town Submittal
05-20-21	Town Submittal
08-09-21	Town Submittal
12-07-21	Town Submittal
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06-10-24	Town Submittal

PREPARED UNDER THE SUPERVISION OF

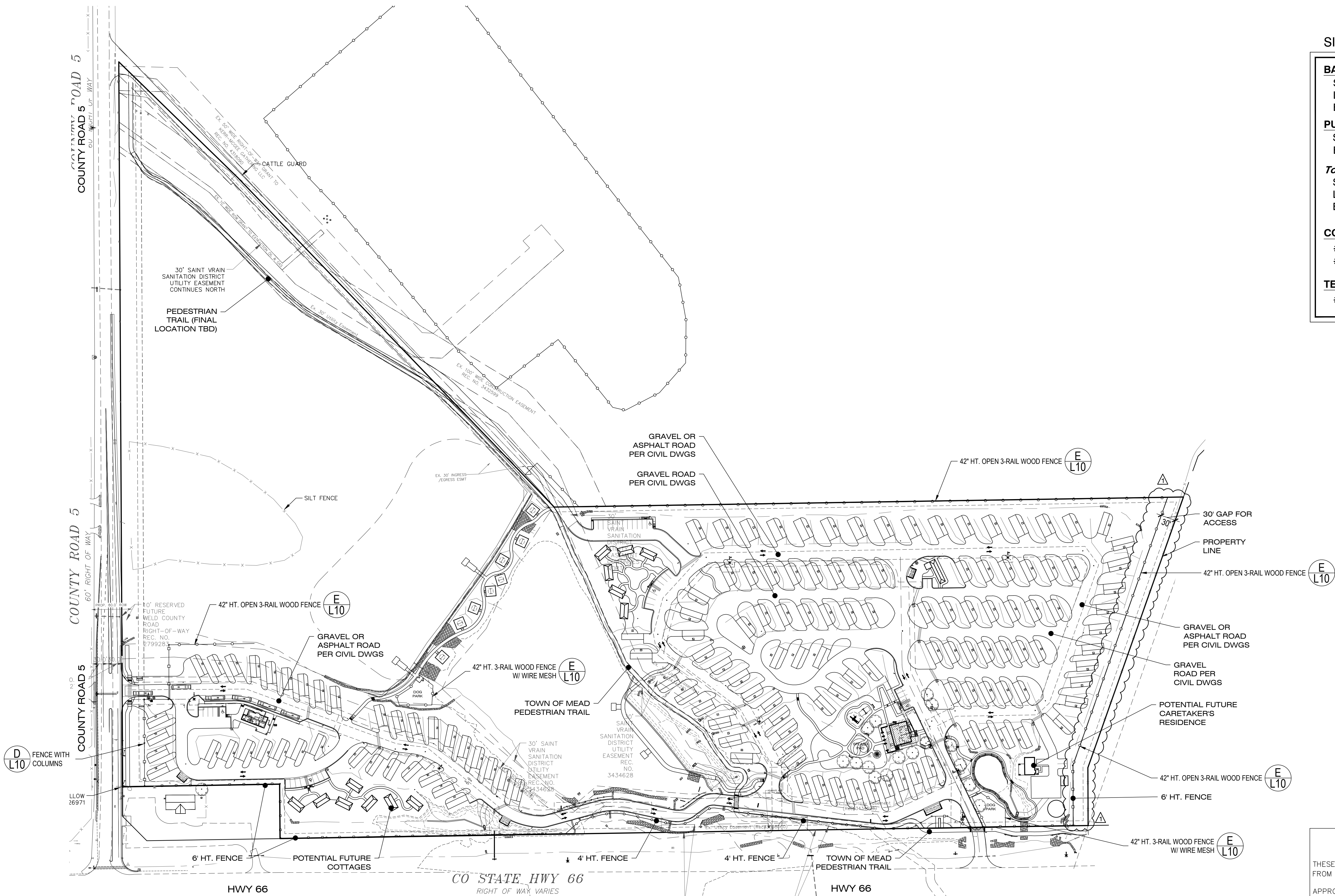
MATTHEW G. CORRIAN
155
07/11/2008
Professional Seal of Maturity
06/24/2024
LICENSED LANDSCAPE ARCHITECT
STATE OF COLORADO
COLORADO RLA #155

MATTHEW G. CORRIAN
COLORADO RLA #155

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Sheet
L1
Landscape Cover Sheet
& Notes

OVERALL SITE PLAN



SITE DATA:

BACK-IN / PULL-IN SITES

Standard = 26 sites
Luxury = 15 sites
Budget = 55 sites

PULL-THROUGH SITES

Standard = 35 sites
Budget = 12 sites

Total Number of RV Sites: 143

Standard = 61 sites
Luxury = 15 sites
Budget = 67 sites

COTTAGES

in Phase 1: 9
in Future Phase: 4

TENT SITES

in Phase 1: 8

GOPHER GULCH RV PARK

Mead, Colorado

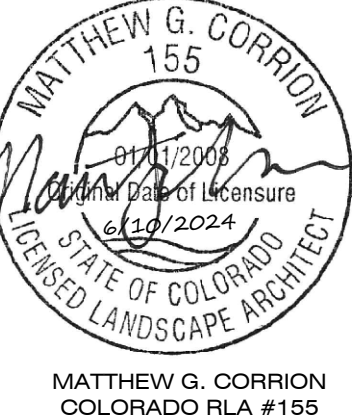
Owner:
Chris Cain
1675 County Road 26
Longmont, CO 80504

Site Plan -
Landscape Plans

Issue Dates

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Sheet

L2

Overall Site Plan
& Fencing Plan

TOWN OF MEAD APPROVAL

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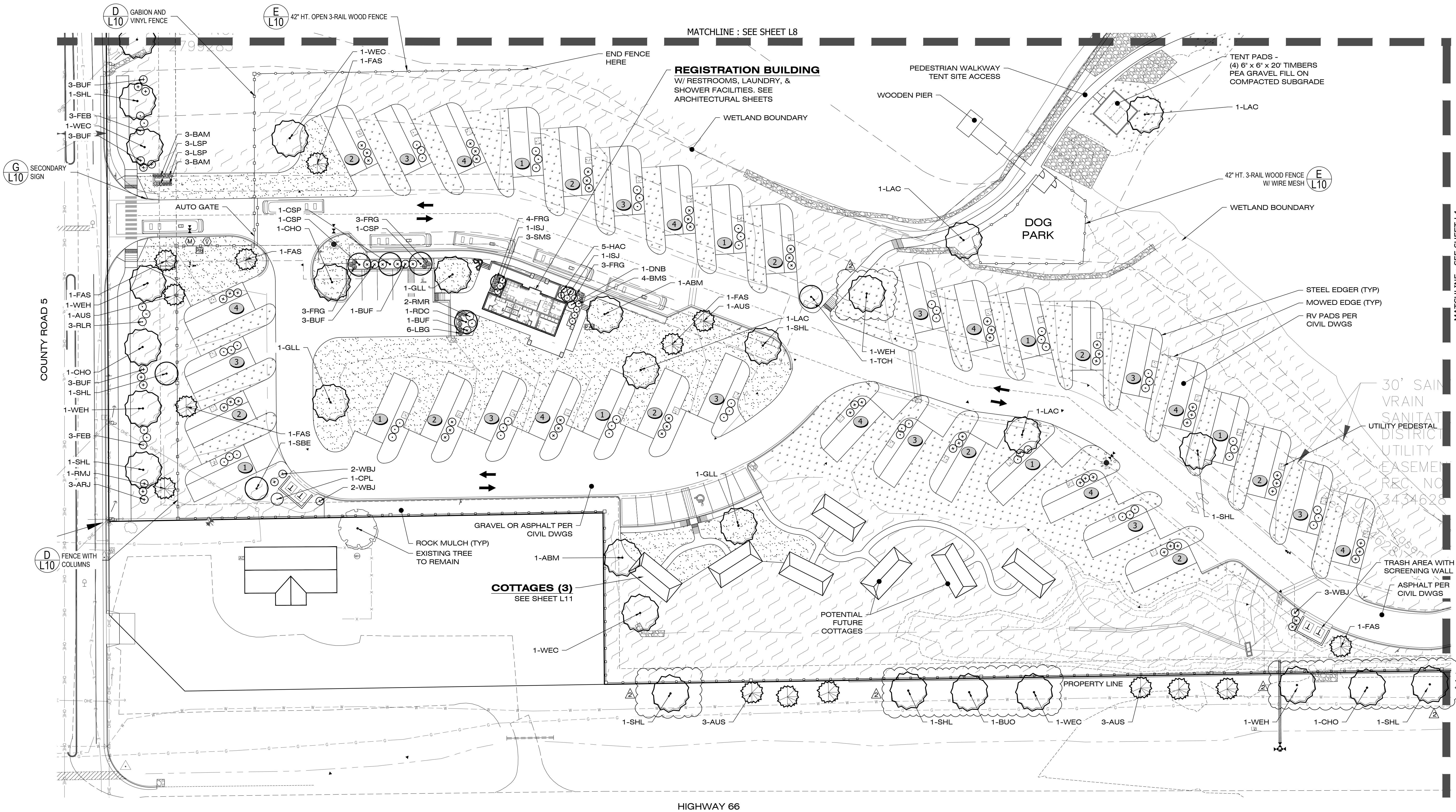
APPROVED BY:

TOWN ENGINEER

DATE



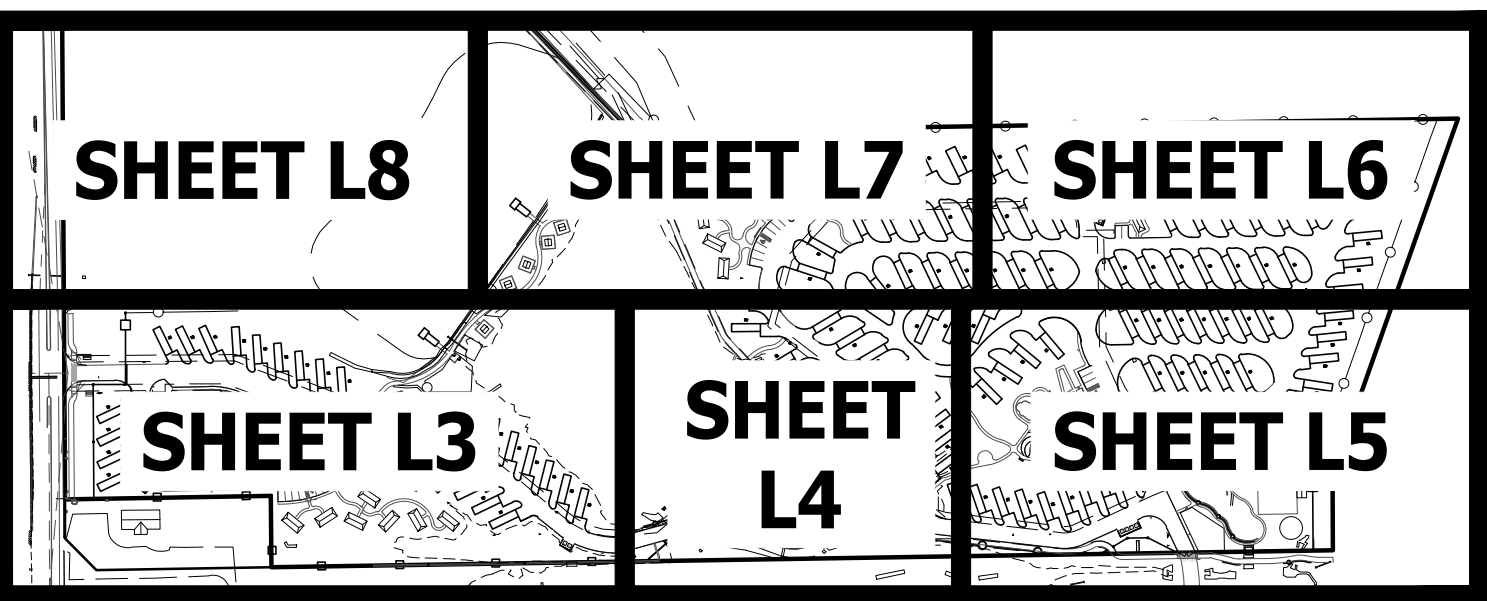
LANDSCAPE PLAN



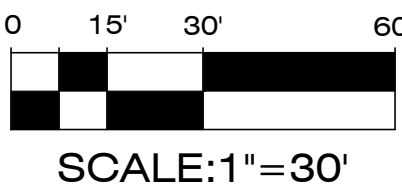
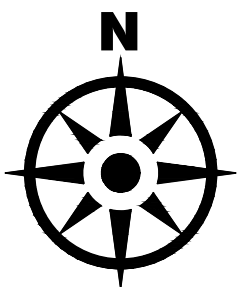
LANDSCAPE LEGEND

	DECIDUOUS SHADE TREES		DECIDUOUS SHRUBS		IRRIGATED TALL FESCUE LAWN
	ORNAMENTAL TREES		EVERGREEN SHRUBS		LOW-GROW NATIVE SEED MIX (NON-IRRIGATED)
	EVERGREEN TREES		ORNAMENTAL GRASSES		STANDARD NATIVE SEED MIX (NON-IRRIGATED)
	EXISTING TREES		LARGE PERENNIALS		

SHEET KEY



N.T.S.



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ARVADA, CO 80002
(303) 993-4811

GOPHER GULCH RV PARK

Mead, Colorado

Owner:
Chris Cain
1675 County Road 26
Longmont, CO 80504

Site Plan - Landscape Plans

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MATTHEW G. CORRIÓN
COLORADO RLA #155

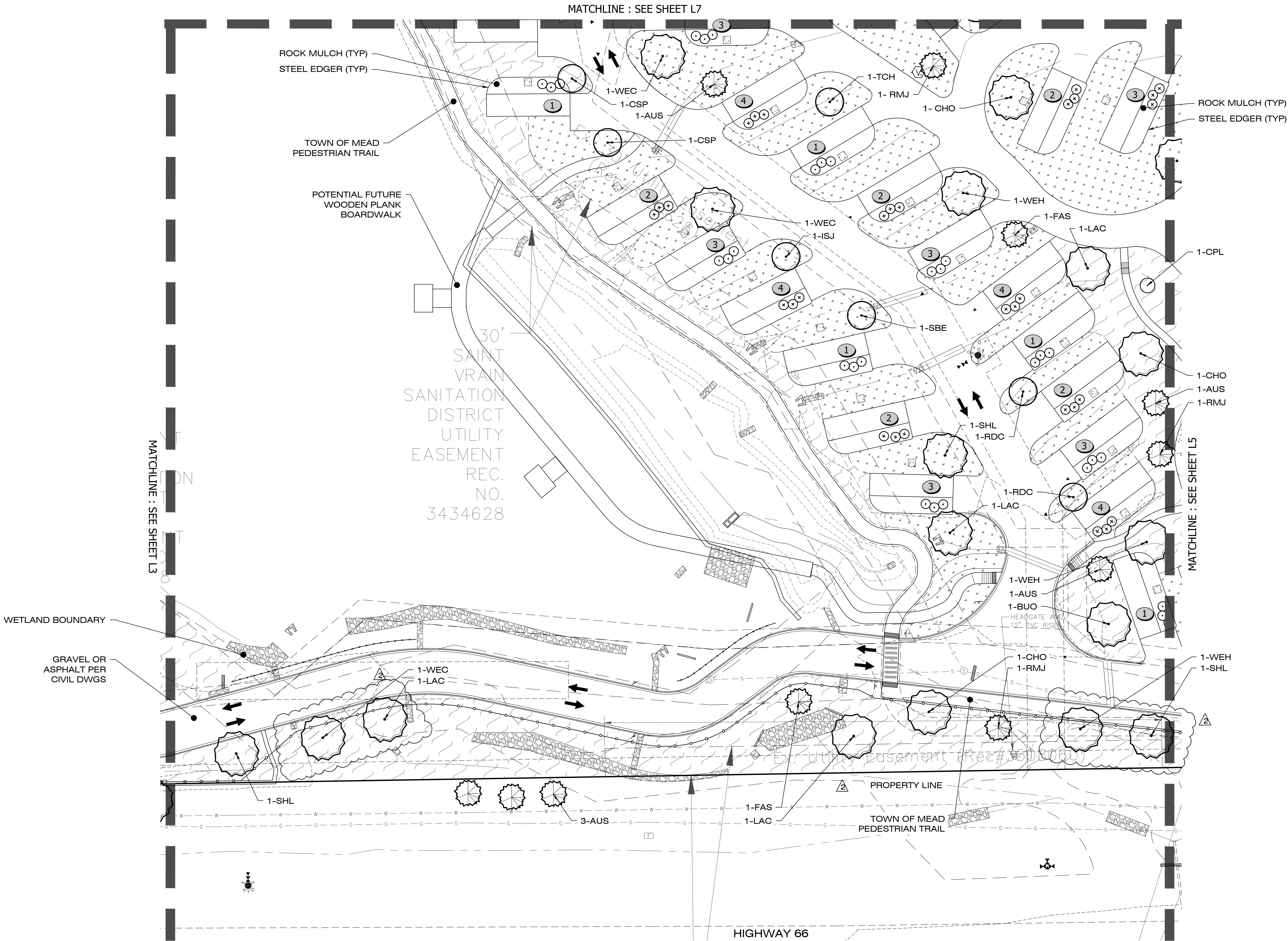
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Sheet

L3

Landscape Plan

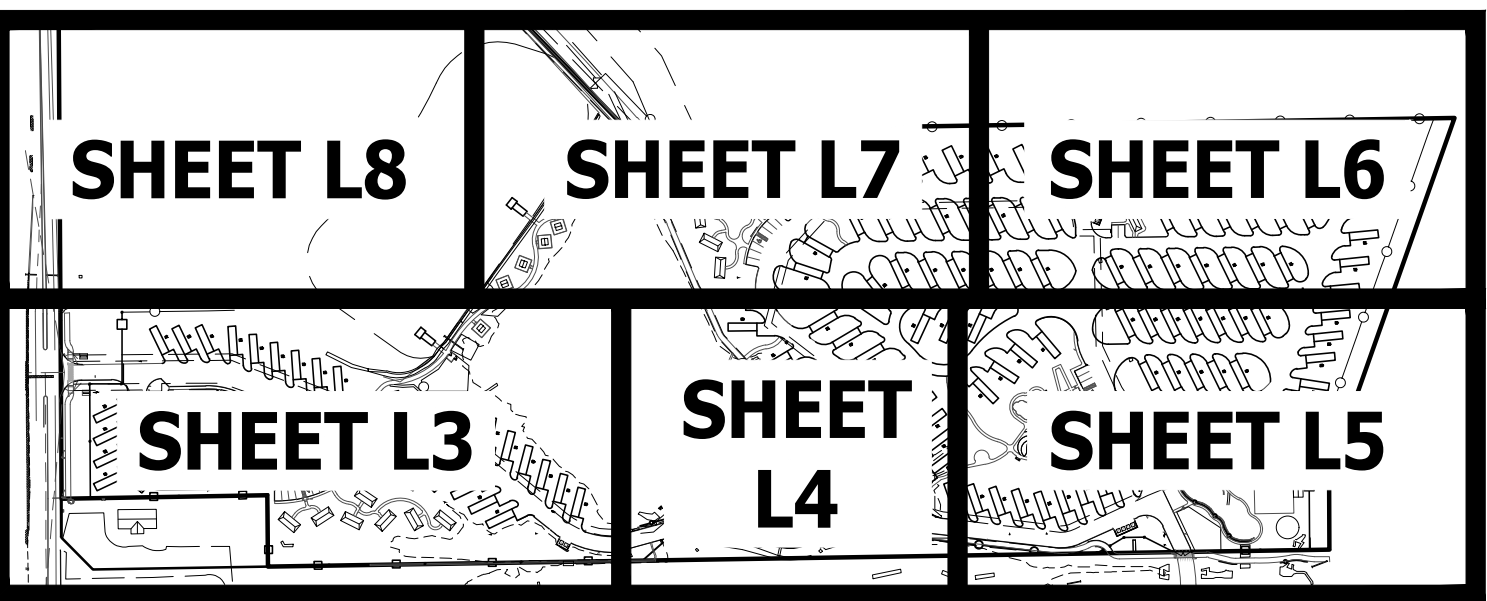
LANDSCAPE PLAN



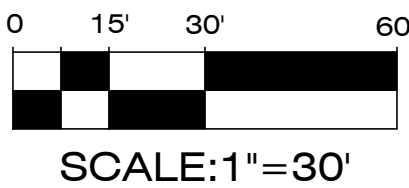
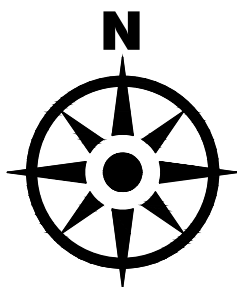
LANDSCAPE LEGEND

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SHEET KEY



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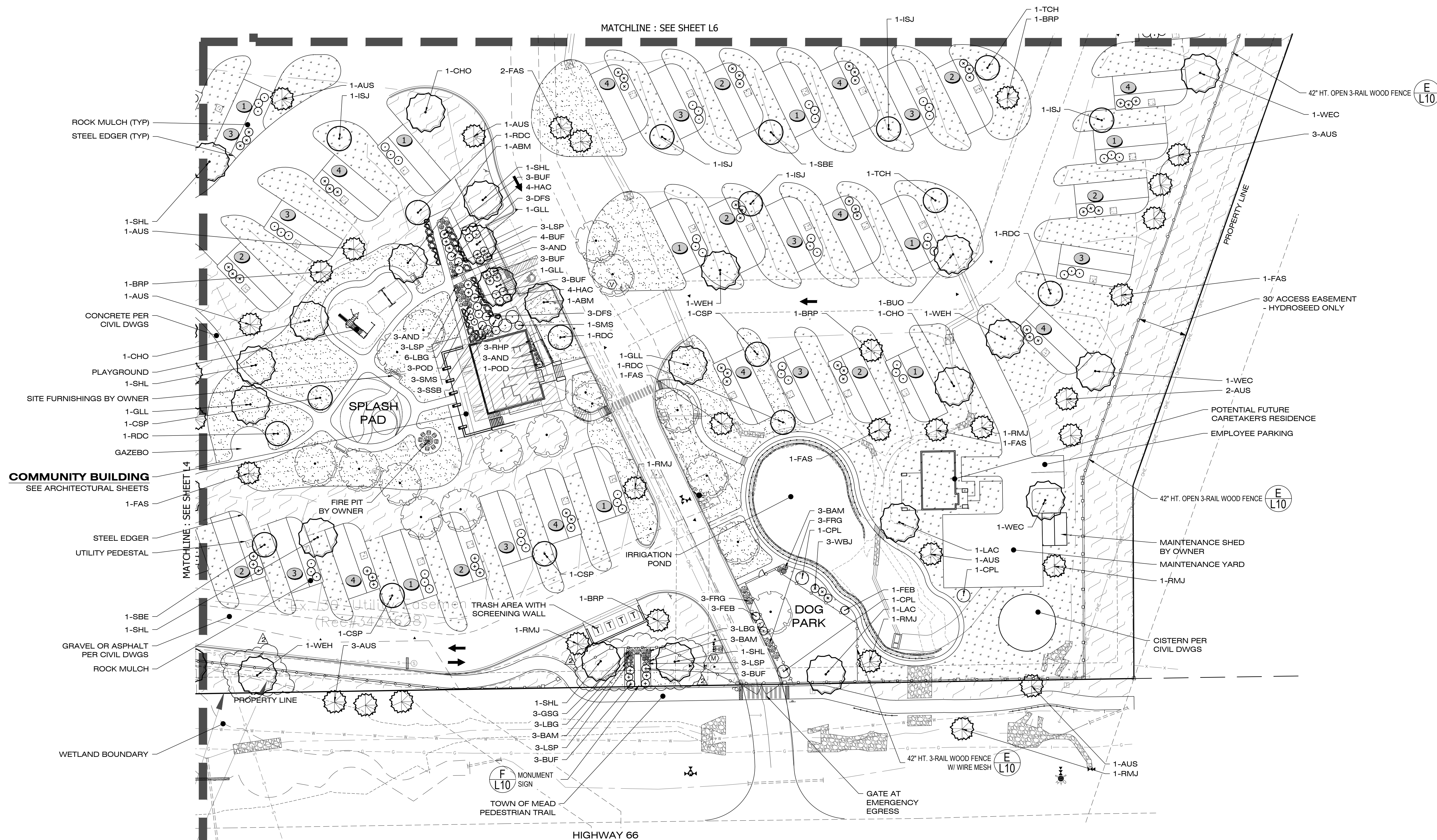
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Sheet

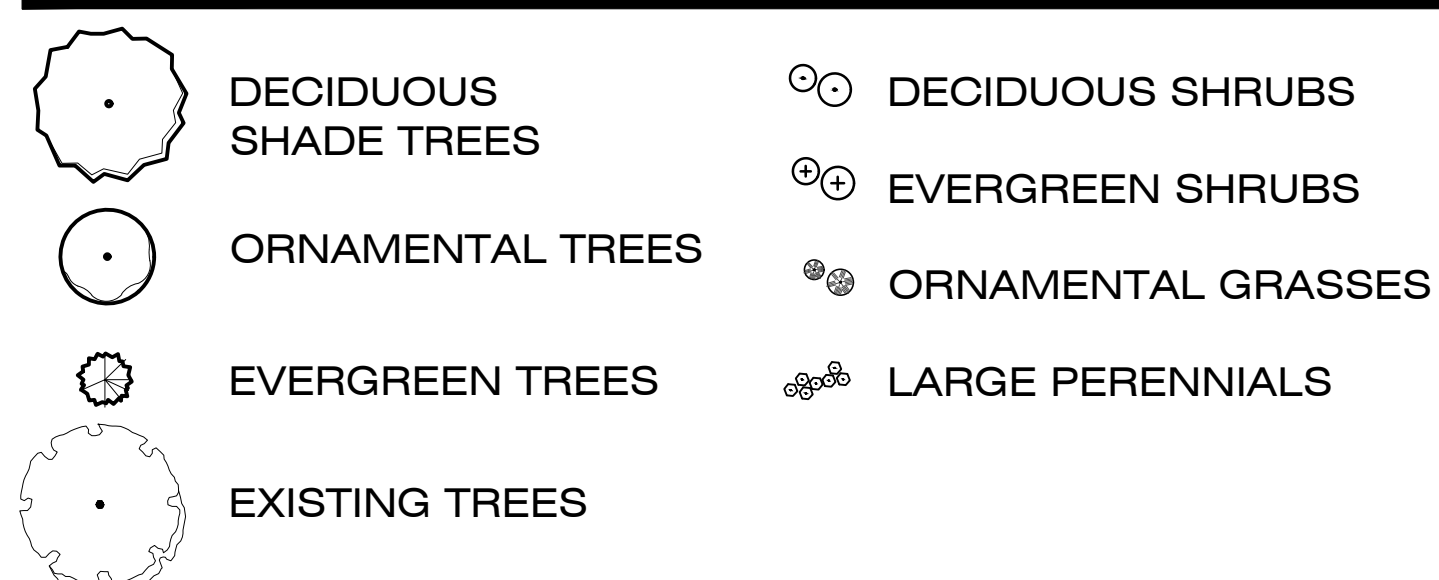
L4

Landscape
Plan





LANDSCAPE LEGEND



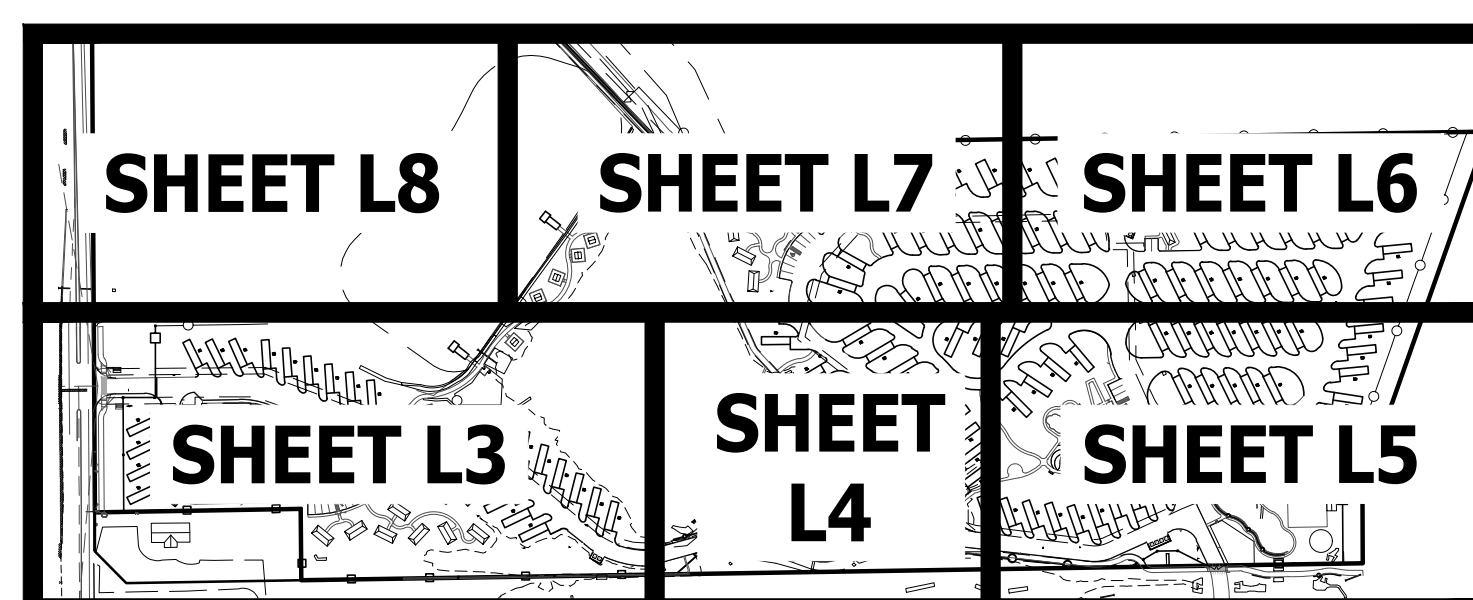
(SEE SHEET L1 FOR FULL PLANT LIST)

IRRIGATED TALL
FESCUE LAWN

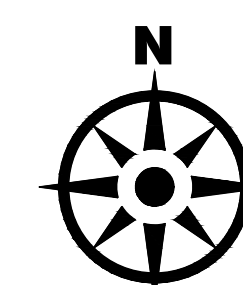
LOW-GROW NATIVE SEED MIX
(NON-IRRIGATED)

STANDARD NATIVE SEED MIX
(NON-IRRIGATED)

SHEET KEY



N.T.S

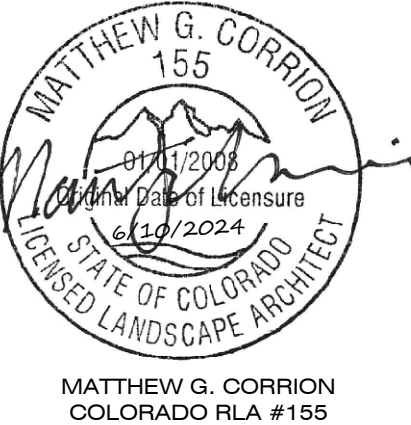


Call 3 business days in advance before you dig, grade, or excavate for the marking of underground member utilities

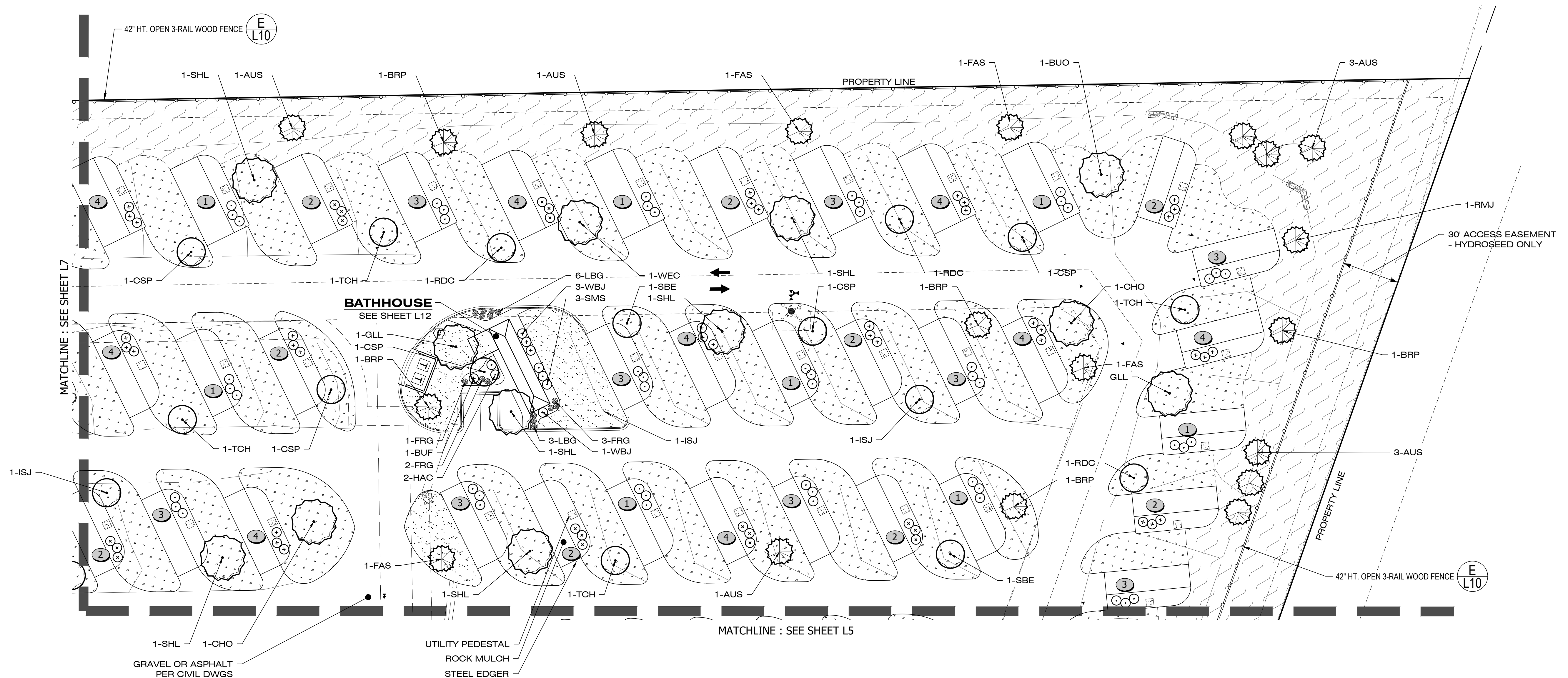
LANDSCAPE PLAN

Issue Dates

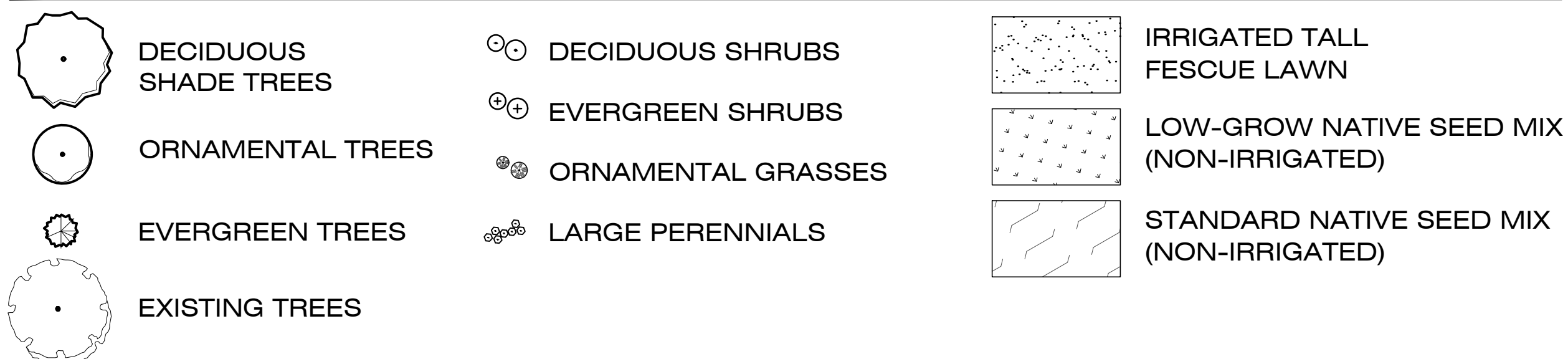
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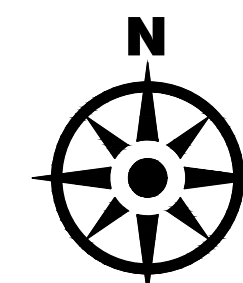
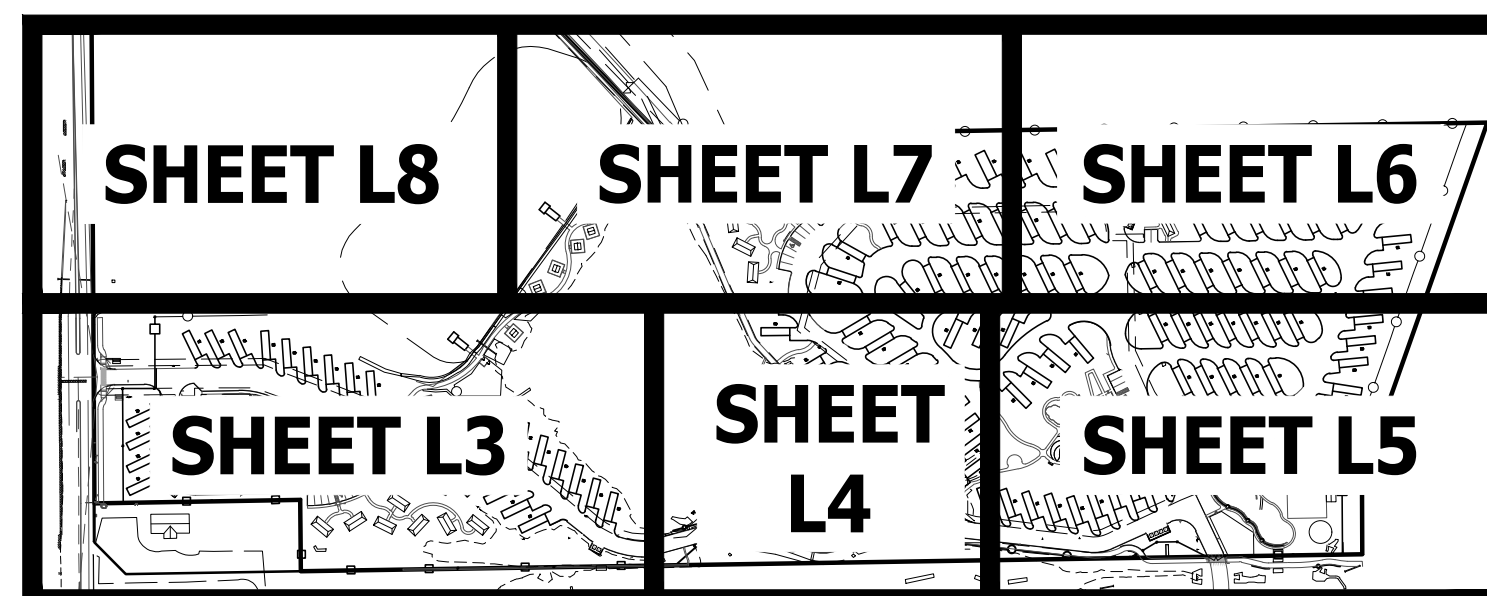


LANDSCAPE LEGEND



SHEET KEY

N.T.S.



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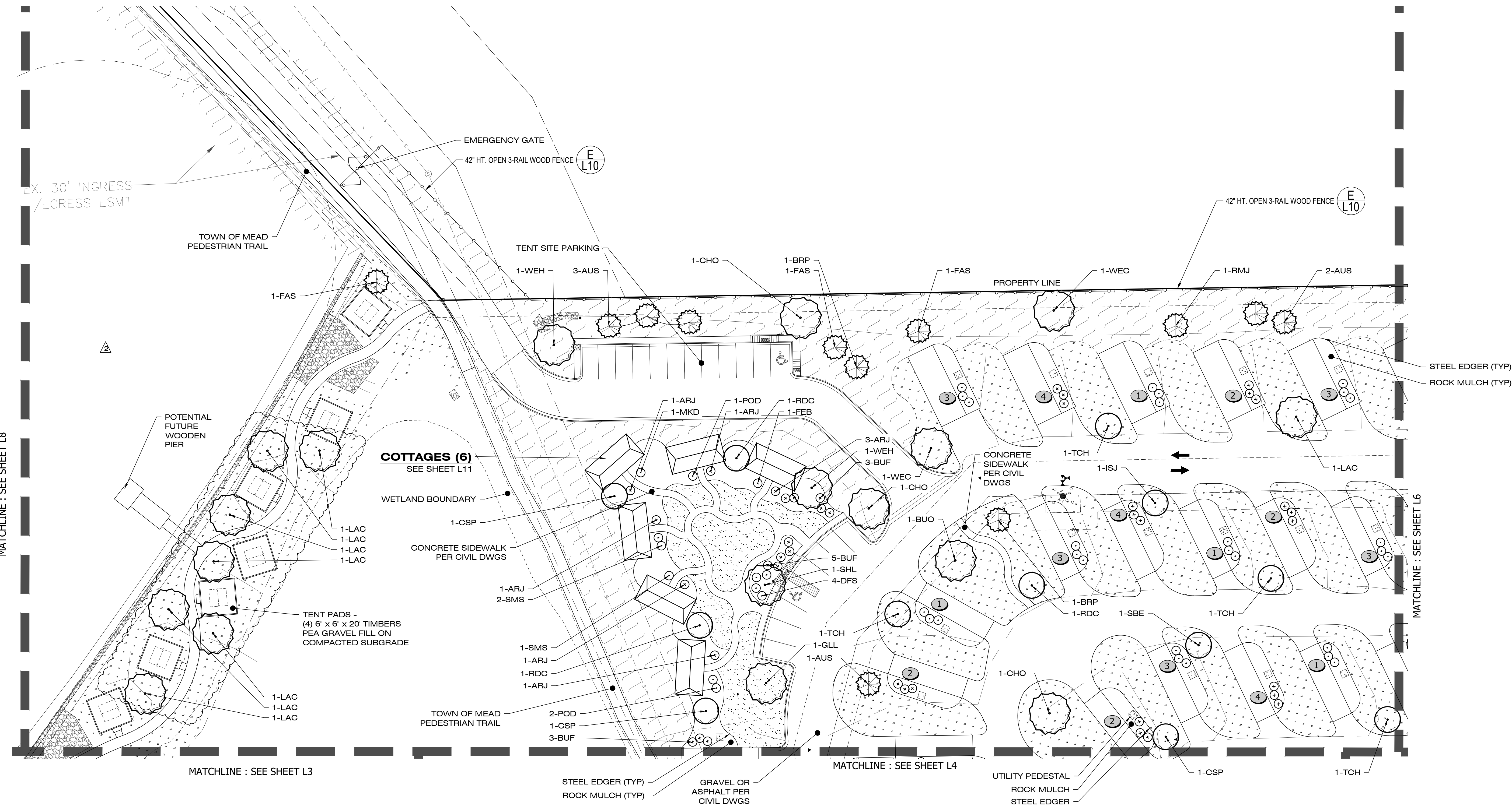
TOWN ENGINEER

DATE _____



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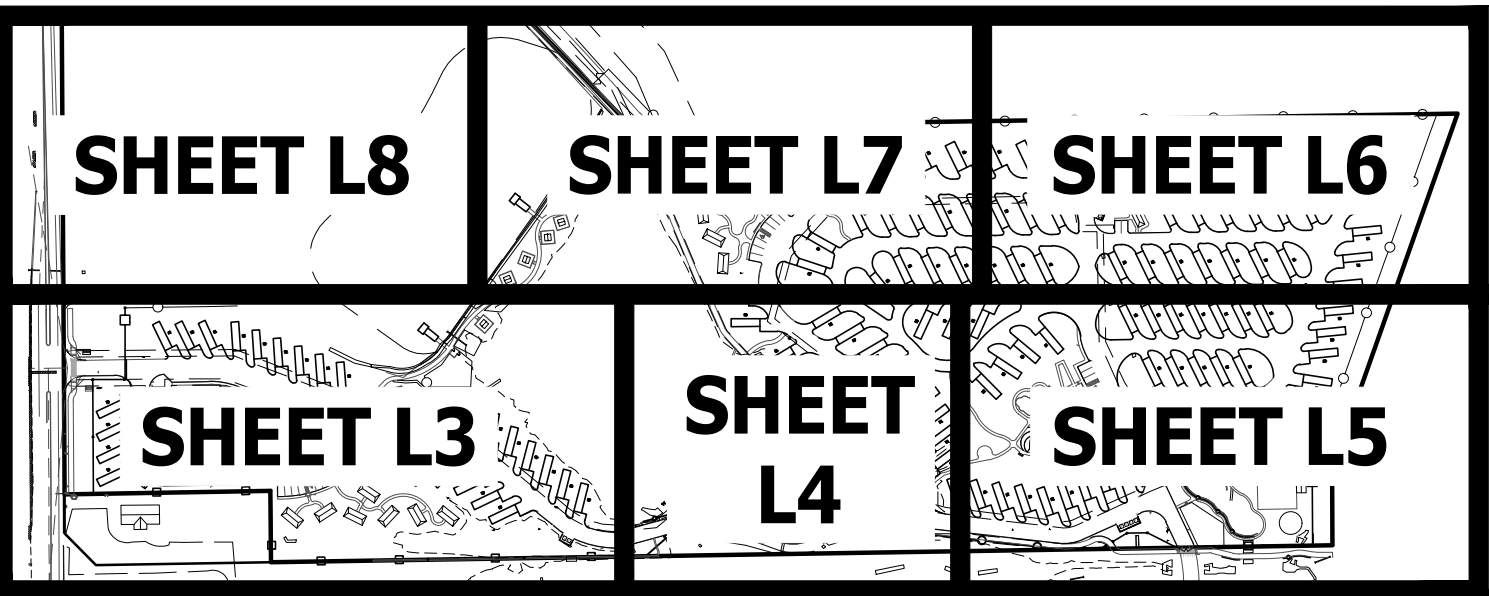
LANDSCAPE PLAN



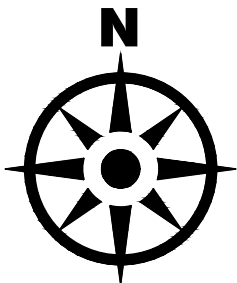
LANDSCAPE LEGEND

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Mead, Colorado

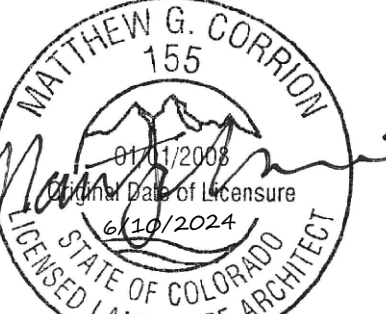
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Site Plan -
Landscape Plans

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PREPARED UNDER THE
SUPERVISION OF



MATTHEW G. CORRION
COLORADO RLA #155

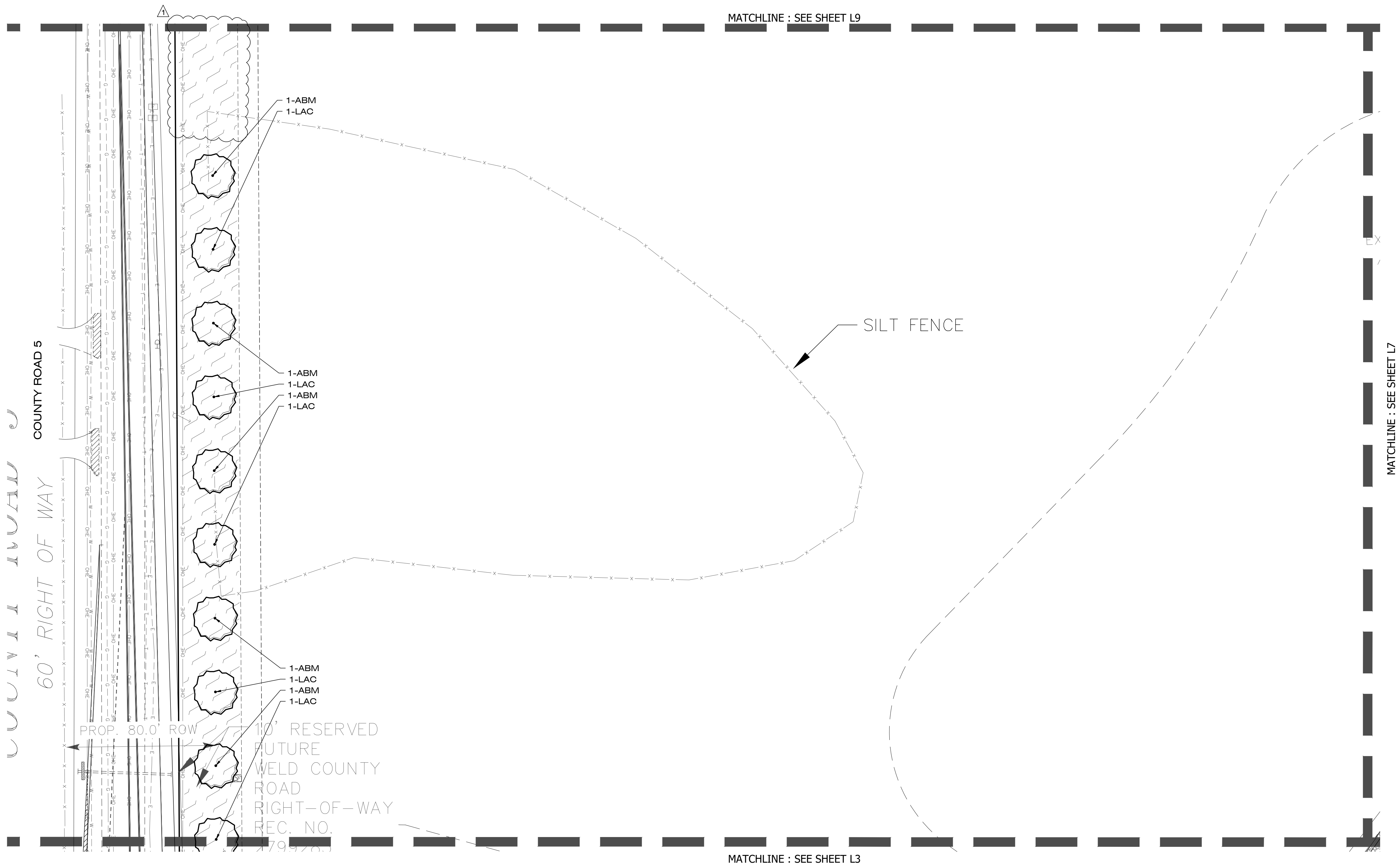
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Sheet

L7

Landscape
Plan

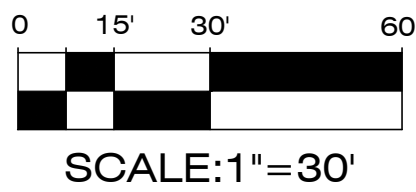
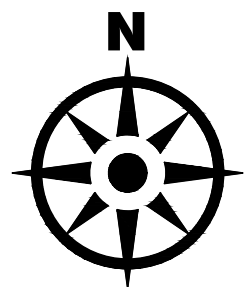
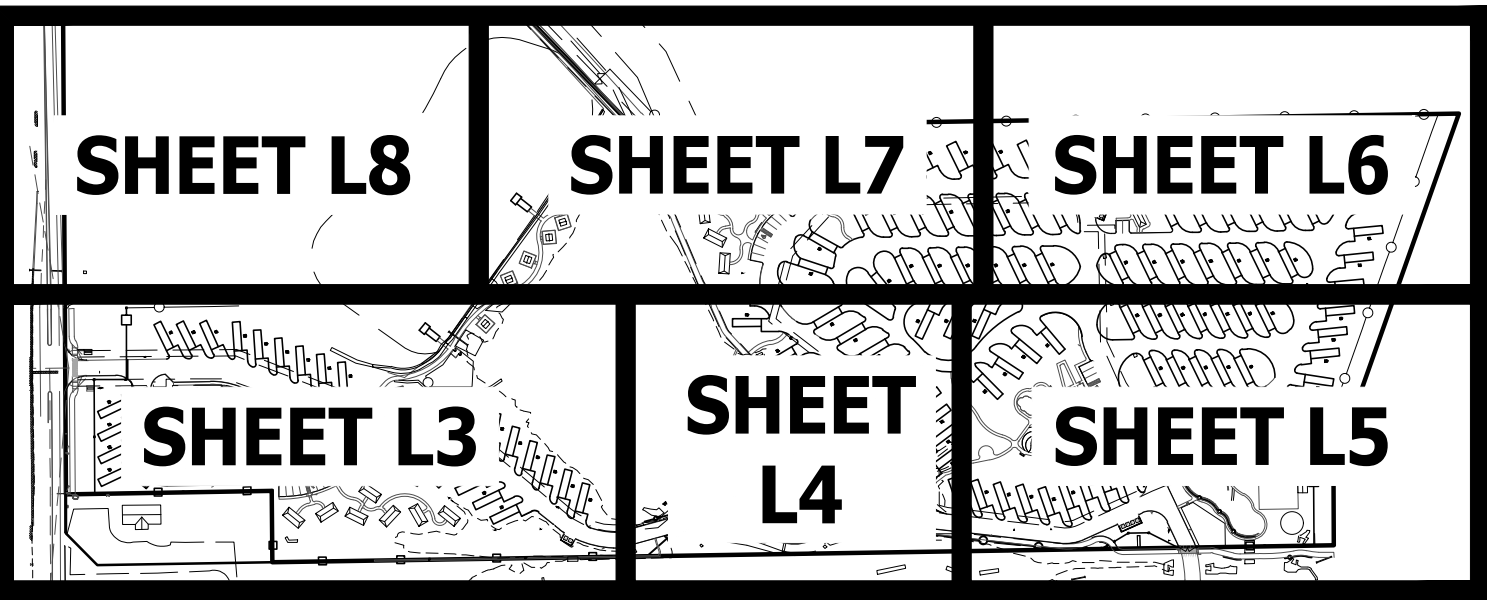
LANDSCAPE PLAN



LANDSCAPE LEGEND

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SHEET KEY



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TOWN ENGINEER

DATE

GOPHER GULCH RV PARK
Mead, Colorado

Owner:
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1675 County Road 26
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Sheet

L8

Landscape
Plan



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LANDSCAPE PLAN

GOPHER GULCH RV PARK
Mead, Colorado

Owner:
Chris Cain
1675 County Road 26
Longmont, CO 80504

Site Plan -
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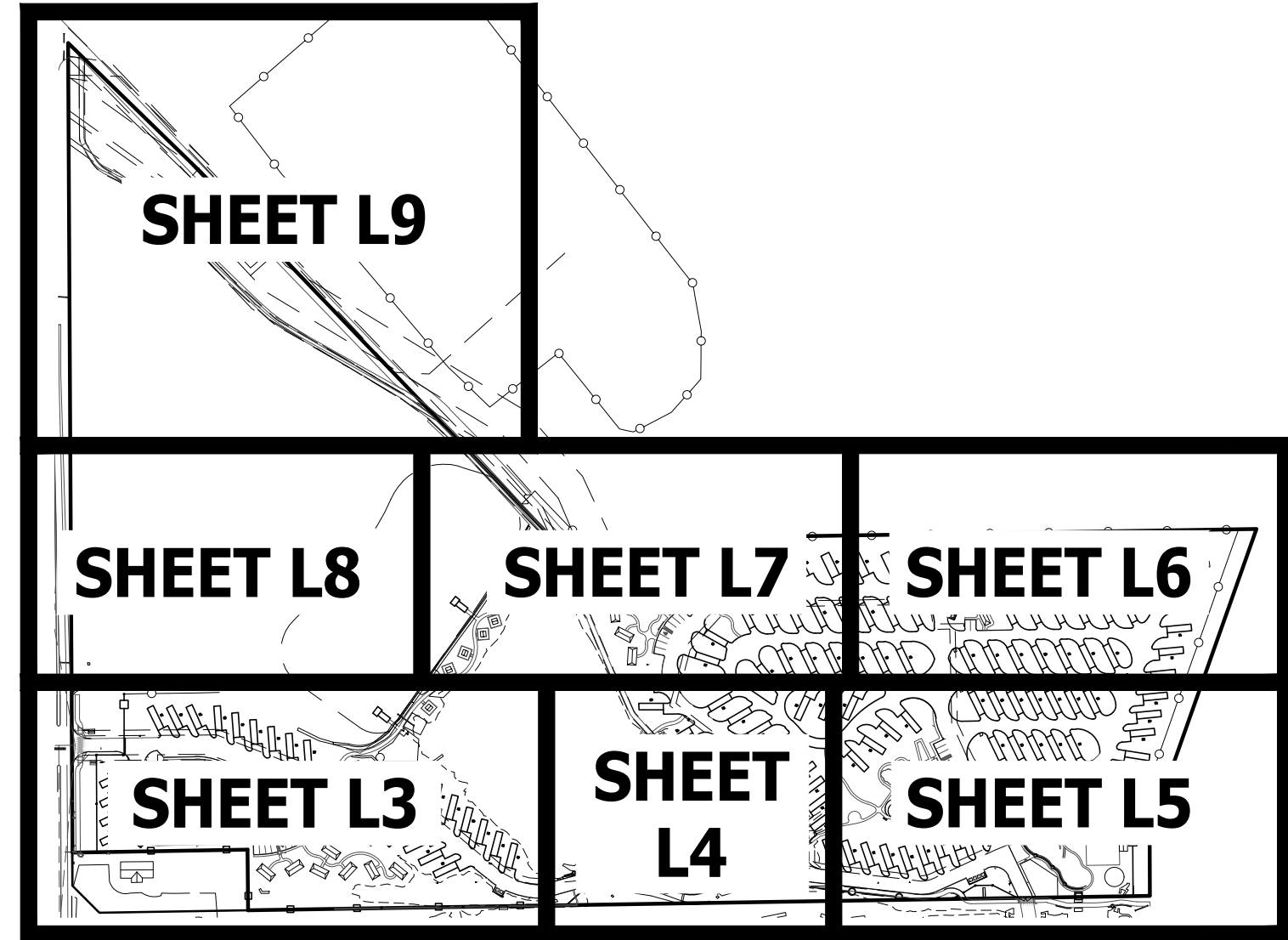
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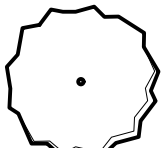
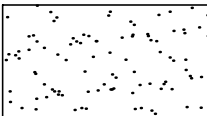
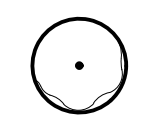
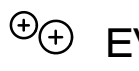
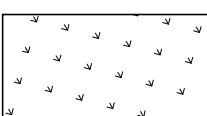
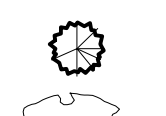
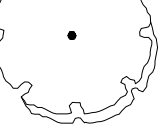
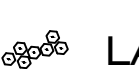
L9

Landscape
Plan

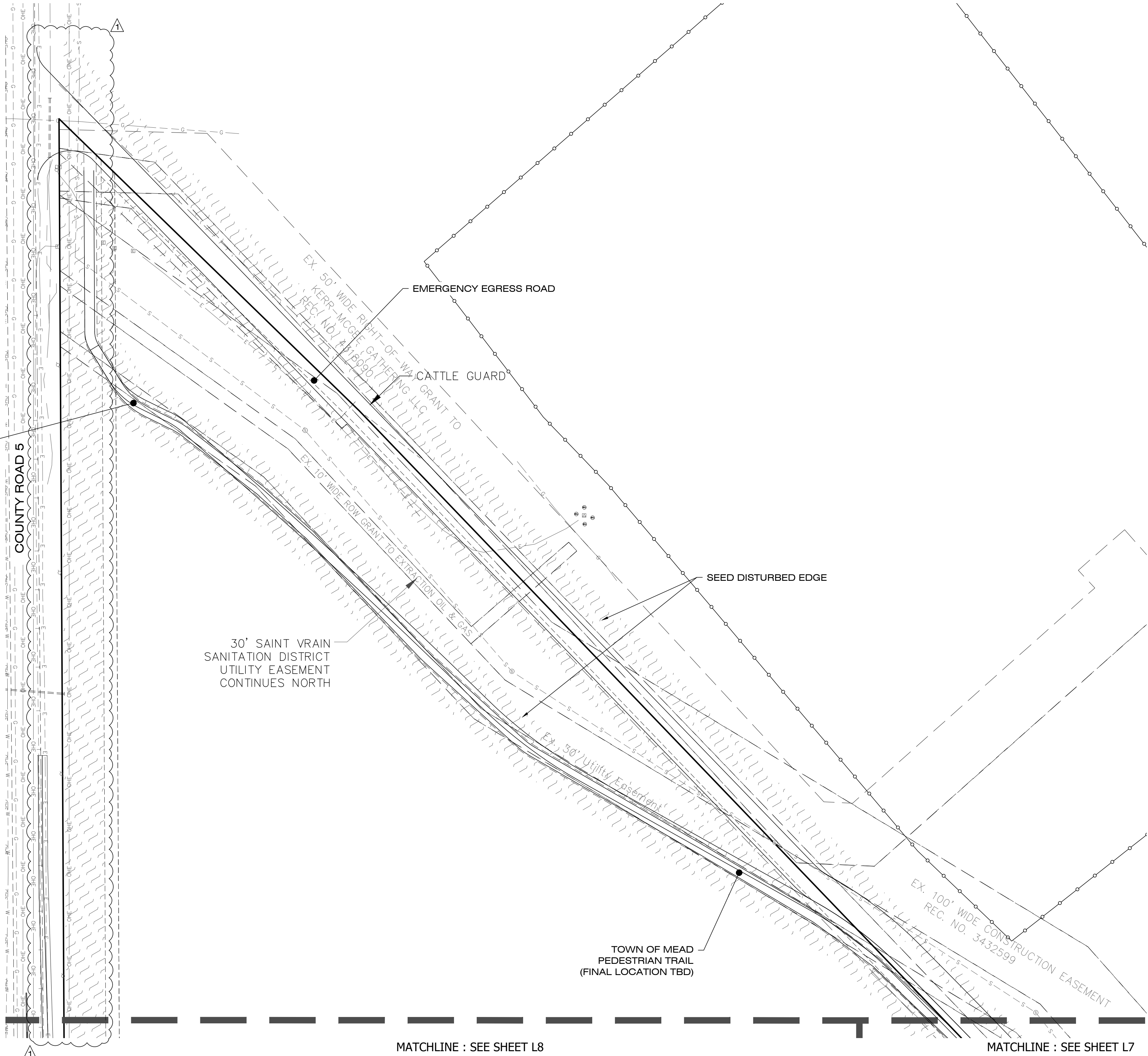
SHEET KEY N.T.S.



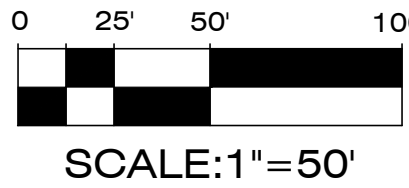
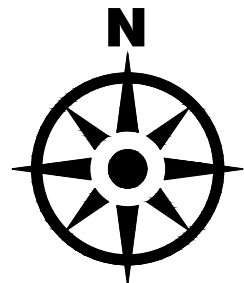
LANDSCAPE LEGEND

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(SEE SHEET L1 FOR FULL PLANT LIST)



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COTTAGES - ARCHITECTURAL CHARACTER IMAGES



COTTAGES - DESIGN STANDARDS

Size and Classification: Cottages will not be permanent structures, and will be classified per the latest US Department of Housing and Urban Development (HUD) Classification of an RV: "A recreational vehicle is a factory built vehicular structure designed only for recreational use and not as a primary residence or for permanent occupancy, built and certified in accordance with NFPA 1192-15 or ANSI A119.5-09 consensus standards for recreational vehicles and not certified as a manufactured home."

Construction: Stick built, prefabbed structures

Exterior Cladding: Wood or composite siding

Roof Material: Metal roofing

Paint Colors: Neutral colors, and/or match proposed permanent structures

Manufacturer: Athens Park Model RV (<https://www.athensparkmodelrvs.com/>) , or equal.

TOWN OF MEAD ARCHITECTURAL NOTE

ARCHITECTURAL STANDARDS FOR COTTAGES SHALL FOLLOW SECTION 16-2-180(C) "RESIDENTIAL ARCHITECTURE (single-family and multi-family dwellings)" OF THE TOWN OF MEAD MUNICIPAL CODE, AS REFERENCED IN THE ANNEXATION AGREEMENT.

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MATTHEW G. CORRION
COLORADO RLA #155

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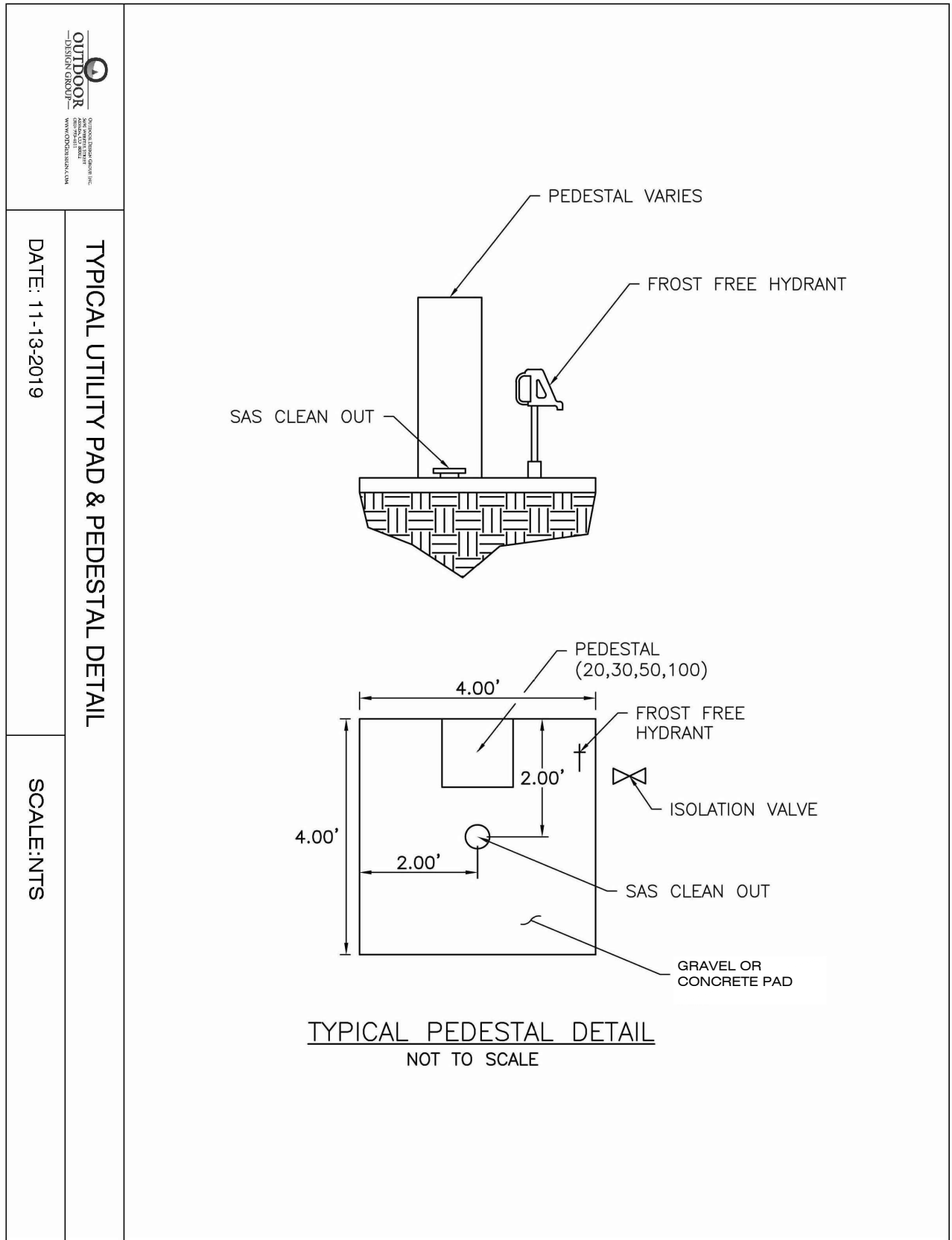
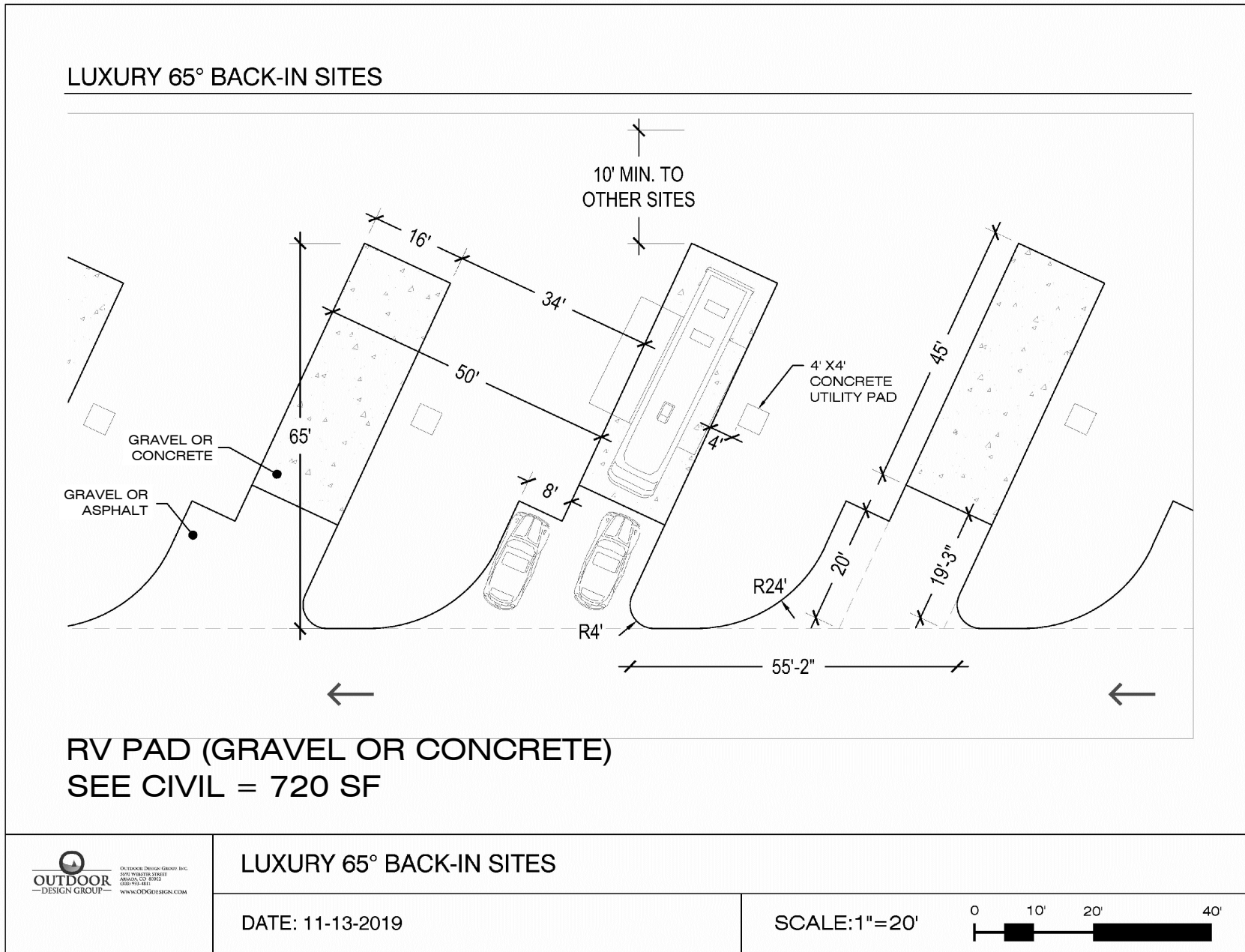
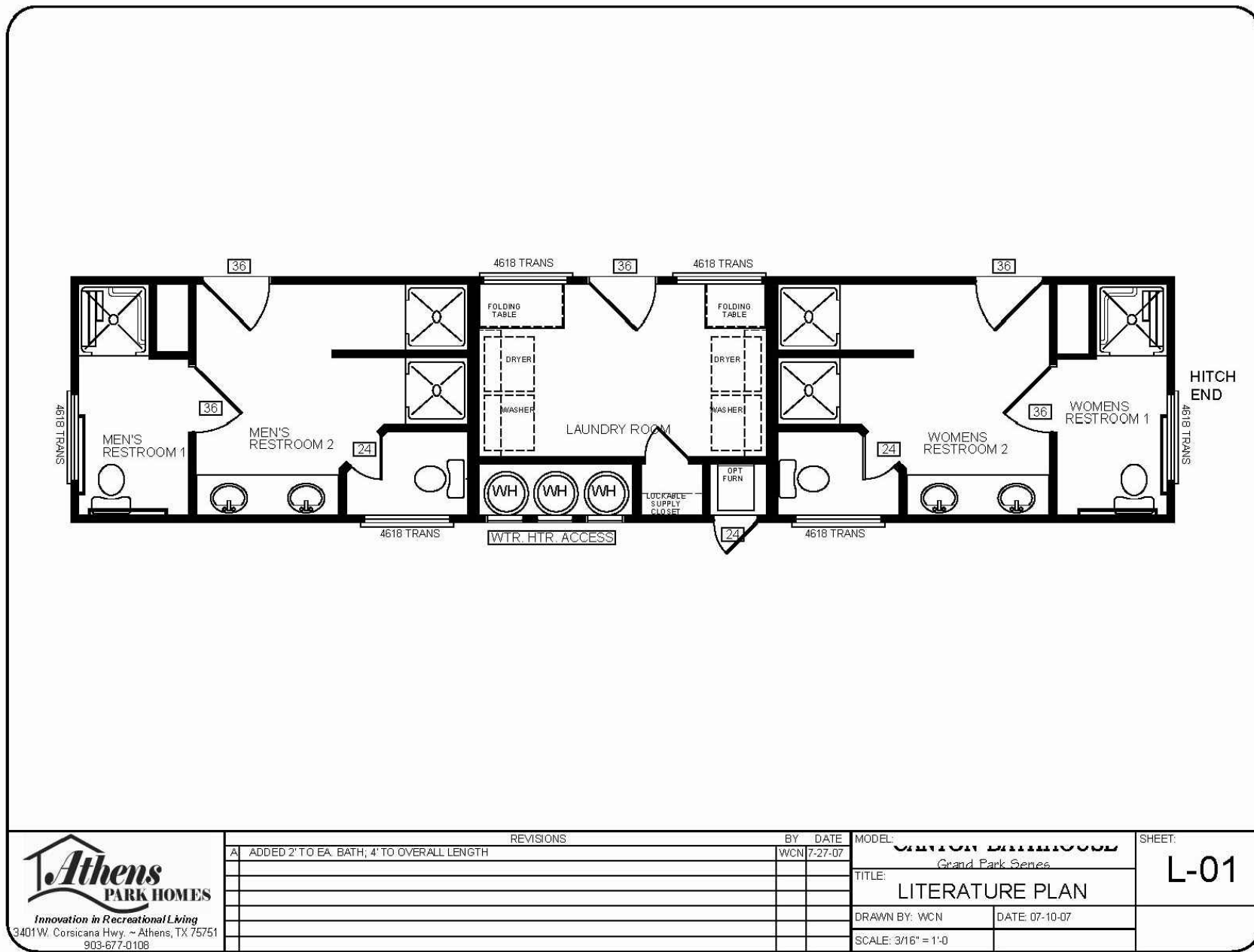
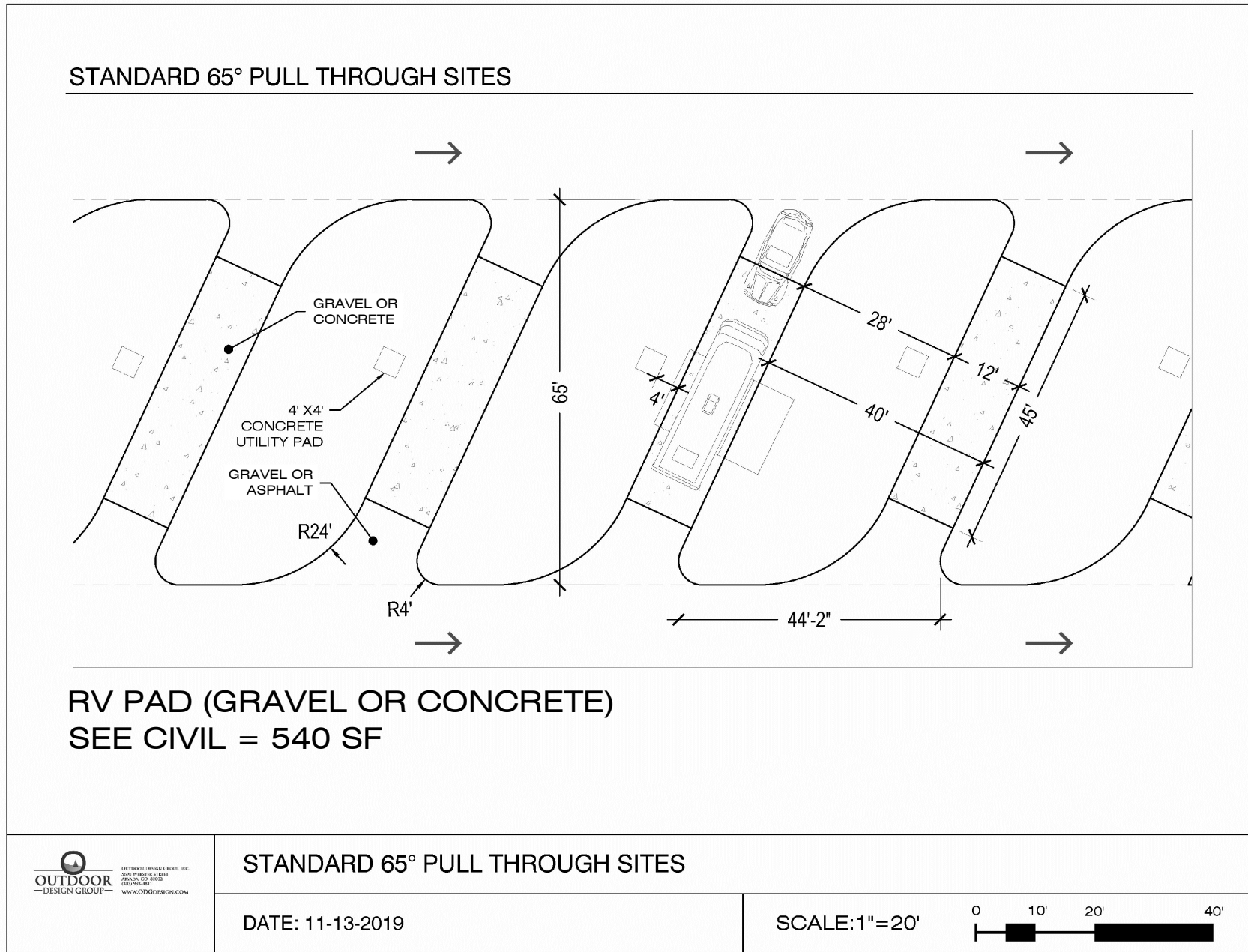
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RV SITES & UTILITY PEDESTAL NOTES

1. FINAL DIMENSIONS AND SPACING OF RV SITES MAY VARY BASED ON FIELD CONDITIONS
2. REFER TO CIVIL DRAWINGS FOR PAVING MATERIALS AND UTILITY PLACEMENT.

TOWN OF MEAD APPROVAL

THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR
FROM DATE OF THE TOWN ENGINEER'S APPROVAL.

APPROVED BY:

TOWN ENGINEER	DATE
---------------	------





IMPCONS-01

EMCCHESEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776

HUB International Insurance Services (COL)
2000 S. Colorado Blvd
Tower 2, Suite 150
Denver, CO 80222

CONTACT NAME: Lynn Bosman

PHONE (A/C, No, Ext): (303) 252-3762

FAX (A/C, No): (866) 243-0727

E-MAIL ADDRESS: Lynn.bosman@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Colony Insurance Company

39993

INSURER B : Artisan and Truckers Casualty

10194

INSURER C : Pinnacol Assurance Company

41190

INSURER D :

INSURER E :

INSURER F :

INSURED

Impact Construction Services, LLC
8446 Everett Way, Unit A
Arvada, CO 80005

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	600 GL 0213966-01	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			976666924	1/19/2024	1/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			XS4282616	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	4224269	6/1/2024	6/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CDOT is an additional insured under General Liability.

CERTIFICATE HOLDER

CDOT
10601 W. 10th Street
Greeley, CO 80634

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Google Maps

7/26/24



SHOULDER
WORK AHEAD 500'

TRAFFIC PLAN
GIRLY LANDSCAPE
UPGRADES

500' → SHOULDER WORK
AHEAD 200 ft



Agenda Item Summary

MEETING DATE: October 14, 2024

SUBJECT: **Resolution No. 79-R-2024** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements associated with Gopher Gulch RV Site Plan

PRESENTED BY: Erika Rasmussen, Town Engineer/Public Works Director

SUMMARY

GGRV, LLC, a Colorado limited liability company, whose address is 1675 Weld County Road 26, Longmont, Colorado 80504 (“Developer”) has caused the completion of certain public improvements benefiting the Gopher Gulch RV Site Plan (“Development”), specifically the installation of concrete sidewalk, curb and gutter, asphalt paving, and storm sewer drainage facilities (collectively, the “Public Improvements”).

The Public Improvements are identified in that certain Site Plan Agreement dated October 25, 2021, and recorded on November 19, 2021, at Reception No. 4778079 in the Weld County property records (the “SPA”).

Town staff completed a punch list walkthrough on September 9 & September 24, 2024, and created a final punch list of items for the Developer’s contractor to complete for the Public Improvements. The punch list is attached and incorporated into the proposed Resolution as **Exhibit A**. All punch list items have been completed.

Staff recommends granting Conditional Acceptance of the Public Improvements.

Resolution No. 79-R-2024 (The “Resolution”) memorializes the Board’s Conditional Acceptance of the Improvements. The two-year warranty period will start on the date that the Developer has filed the certified as-builts for the Improvements in a form acceptable to the Town Engineer (the “Warranty Commencement Date”).

For a two-year period from the Warranty Commencement Date, the Developer is required, at its own expense, to take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town, become necessary. If within thirty (30) days after the Developer’s receipt of written notice from the Town requesting replacement of or repairs to the Improvements, the Developer has not completed such repairs, the Town may exercise enforcement actions to secure performance, including enforcement of contractual rights and other actions set forth in Article VI of Chapter 16 of the MMC. The Resolution also requires the Developer to post a warrant letter of credit with the Town to secure the Developer’s obligation to make the necessary repairs or replacements.

Town staff will complete a final inspection prior to final acceptance of the Public Improvements at the conclusion of the two-year warranty period.

FINANCIAL CONSIDERATIONS

There are no financial considerations associated with this request.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Trustees approve the Resolution granting Conditional Acceptance of the On-Site Public Improvements.

A motion to approve the October 14, 2024, consent agenda will approve the Resolution. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to approve Resolution 79-R-2024, A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements associated with the Gopher Gulch RV Site Plan”

ATTACHMENTS

Resolution No. 79-R-2024

Exhibit A to Resolution – Final Punchlist

Exhibit B to Resolution – Additional Conditions

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 79-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, GRANTING
CONDITIONAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS
ASSOCIATED WITH THE GOPHER GULCH RV PARK SITE PLAN**

WHEREAS, GGRV, LLC, a Colorado limited liability company with a principal office address at 1675 Weld County Road 26, Longmont, Colorado 80504 (“Developer”) has caused the completion of certain public improvements benefitting the Gopher Gulch RV Park Site Plan (collectively, the “Improvements”); and

WHEREAS, the Improvements are identified in that certain Site Plan Agreement dated October 25, 2021, and recorded on November 19, 2021, at Reception No. 4778079 in the Weld County property records (the “SPA”); and

WHEREAS, Developer has requested conditional acceptance of the Improvements by the Board of Trustees of the Town of Mead; and

WHEREAS, the Town Engineer has reviewed the construction of Improvements, has determined that the Improvements have been constructed and installed in substantial conformance with the Town’s construction standards, and is recommending that the Board grant conditional acceptance of the Improvements effective as of the date of certified as-builts in a form acceptable to the Town Engineer (the “Warranty Commencement Date”), subject to the conditions set forth in the Final Punchlist, a copy of which is attached to this Resolution as **Exhibit A**, and subject to the additional conditions attached to this Resolution as **Exhibit B**; and

WHEREAS, the Board of Trustees desires to grant conditional acceptance of the Improvements subject to the conditions set forth in this Resolution; and

WHEREAS, the *Mead Municipal Code* (“MMC”) requires the Developer to maintain the Improvements for a two (2) year period from the date of conditional acceptance and clarifies that the Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary; and

WHEREAS, if the Developer fails to make necessary repairs to the Improvements in accordance with the requirements set forth in the MMC, the Town may withhold final acceptance of the Improvements, may proceed to withhold building permits, temporary certificates of occupancy, or certificates of occupancy for those lots located within boundaries of the Development, or may take any other action authorized by the SPA.

NOW THEREFORE, BE IT RESOLVED by the Town of Mead, Weld County, Colorado, that:

Section 1. Conditional Acceptance of Public Improvements. The Board of Trustees on behalf of the Town of Mead, hereby grants “conditional acceptance” of the Improvements identified in this Resolution and orders the commencement of the two (2) year warranty period on the Warranty Commencement Date. Following the submittal of the final certified as-builts in a form acceptable to the Town Engineer, the Town Engineer shall confirm the Warranty Commencement Date in writing to the Town Manager and Town Attorney.

Section 2. Developer Obligation to Maintain Improvements during Guarantee Period.

Developer shall maintain the Improvements for a two (2) year period from the Warranty Commencement Date (the "Guarantee Period"). Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make needed repairs or replacements that, in the reasonable opinion of the Town (and the Town Engineer), shall become necessary during the Guarantee Period. Failure of the Developer to maintain the Improvements during the Guarantee Period shall violate the requirements this Section 2 and shall constitute a violation of the MMC pursuant to MMC Sec. 16-6-10(c)(1)(g). In addition to any contractual remedies available to the Town under the SPA, Town Staff shall be authorized to take any and all enforcement actions as necessary to ensure that the Developer completes necessary repairs and replacements of the Improvements during the Guarantee Period and prior to final acceptance of the Improvements, as authorized by the MMC, including but not limited to the enforcement actions set forth in Article VI of Chapter 16 of the MMC.

Section 3. Severability. If any part, section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the resolution. The Town Board hereby declares that it would have passed the resolution including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

Section 4. Repealer. All resolutions and motions of the Board of Trustees of the Town of Mead or parts thereof, in conflict with this resolution are to the extent of such conflict hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such resolution or motion, no revive any resolution or motion thereby.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption.

Section 6. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 14TH DAY OF OCTOBER, 2024.

ATTEST:

TOWN OF MEAD

By: _____
Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

Exhibit A

Final Punchlist (for Conditional Acceptance – Gopher Gulch RV Park Site Plan)

(attached)



Project Name: Gopher Gulch RV Park
 Contractor: Chris & Linda Cain; Mishler
 Inspector: Ryan Corbett

Punchwalk Dates:

Pre-Walk for Conditional Acceptance: 9/9/24, 9/24/24

Punch List Items						
No.	Item	Description	Location	Observation Date	Completion Date	Town Sign-Off
1	Concrete	one stone needs to be replaced on the trail	east end of 66 frontage	9/9/2024	9/24/2024	RCC
2	Detention Basin	see #6- Pond Certs			9/9/2024	RCC
3	Manhole/Valves	N/A				RCC
4	Street Lights	N/A				RCC
5	As-Builts	received updated on 10/7/24- need final ok from JVA to reduce collateral		9/17/2024	10/7/2024	RCC
6	Pond Certs	received 9/13, under review, JVA approved 9/26/24			9/26/2424	RCC
7	Storm	need to build the inlets on the trail		9/9/2024	9/24/2024	RCC
8	Erosion Control	need to seed all disturbed areas/ remove all silt fence/ riprap trail		9/9/2024	9/24/2024	RCC
9	Housekeeping	trash around the site needs to be cleaned up as well			9/24/2024	RCC
10	Stockpiles/Grading				9/24/2024	RCC
11	CR 5				9/9/2024	RCC
12	Underdrain	N/A			9/9/2024	RCC
13	Asphalt				9/9/2024	RCC
14	Thermoplastic Symbols				9/9/2024	RCC
15	Inlet	need them to be built still		9/9/2024	9/24/2024	RCC
16	Mailboxes	N/A				RCC
17	Water (LTWD)	got copy of LTWD acceptance letter on 7/11/24			7/11/2024	RCC
18	St. Vrain (Sewer)	got copy of St Vrain letter on 7/29/24			7/29/2024	RCC
19	Retaining Wall	need a copy of inspection for wall around pond 3, received 9/17 under review	Pond 3- southeast corner of site	9/9/2024	10/7/2024	RCC
20	CDOT	need final acceptance from CDOT for seeding/valves on CR5	Hwy 66 frontage and ROW	9/9/2024	10/3/2024	RCC
21	Liberty Hall	got copy of settlement on 7/20/24			7/20/2024	RCC
22	Town of Mead	all open permits need to be closed- Ana Bohl confirmed all are closed		9/9/2024	9/25/2024	RCC
23	Playground	received certification letter			7/17/2024	RCC
24	Landscaping	need to seed all disturbed areas		9/9/2024	10/1/2024	RCC
24	Planning Department	Jason sign off needed, Jason gave email confirmation on 10/3/24			10/3/2024	RCC

Exhibit B

Additional conditions (Conditional Acceptance – Gopher Gulch RV Park Site Plan)

1. Developer shall file certified as-builts of the Improvements in a form acceptable to the Town Engineer. The date on which the Town Engineer has confirmed in writing that this condition has been satisfied shall be the Warranty Commencement Date. The Town Engineer shall provide written notice of the Warranty Commencement Date to the Town Manager and Town Attorney.
2. Developer shall replace Letter of Credit (LOC) No. 9616491 dated November 29, 2023, in the amount of \$411,060.07 (and having a current expiration date of November 29, 2024) (the “Existing LOC”) with one new LOC in the form required by the SPA in the amount of **sixty-one thousand six hundred fifty-nine dollars (\$61,659.00)** and having an expiration date **not earlier than November 30, 2026** (“Warranty LOC”). The Developer shall file the Warranty LOC with the Town Engineer within thirty (30) days of the Warranty Commencement Date. Upon filing of the Warranty LOC, the Town Engineer or designee shall cause the Existing LOC to be released. The Warranty LOC shall be released in accordance with the terms of the SPA and the *Mead Municipal Code*.
3. Alternatively, at Developer’s request and within thirty (30) days of the Warranty Commencement Date, the Town shall request that the Existing LOC be reduced as follows: reduce amount of LOC 9616491 from \$411,060.07 to \$31,659.00 and extend final expiration date to **November 30, 2026**.

If this option is selected, the Town’s letter requesting the amendment to the Existing LOC shall be in a form reviewed and approved by the Town Attorney’s Office.



October 15, 2024

Firstbank, BOCO
c/o Noah M. Kathol, Banking Officer
500 South McCaslin Boulevard
Louisville, CO 80027

Re: Letter of Credit #9616491 dated November 29, 2023 in the amount of \$411,060.07
Town of Mead, Colorado ("Existing LOC")

Mr. Kathol:

Please consider this letter our formal request to process an amendment to the Existing LOC referenced above to reduce the amount of the letter of credit from **\$411,060.07** to **\$61,659.00** (a reduction of \$349,401.07) AND amend the **expiration date to 11/30/2026**, effective immediately.

If you have any questions, please email me (contact information follows below).

The amended LOC will serve as warranty collateral for the Town's two-year warranty period. Upon final acceptance of the public improvements associated with the Gopher Gulch RV Park project by the Town, which is expected to occur on or about October 15, 2026, the amended LOC will be released. Please email me a copy of the amended LOC when issued by Firstbank, and the executed original should be directed to Mary Strutt at the following address: Mary Strutt, Director of Administrative Services, 441 Third Street, Mead, CO 80542. Thank you in advance for your attention to this matter.

Sincerely,

Kieth Fiebig
Deputy Town Engineer
Town of Mead
kfiebig@townofmead.org

cc: Mary Strutt, Director of Administrative Services (via email)
Erika Rasmussen, Town Engineer (via email)



Agenda Item Summary

MEETING DATE: October 14, 2024

SUBJECT: **Resolution No. 80-R-2024** – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement between the Town of Mead and Jalisco International, Inc. for the 3rd & Welker Intersection Improvements Project (IFB 2024-002)

PRESENTED BY: Erika Rasmussen, Public Works Director

SUMMARY

The Town of Mead received 10 bids on September 20, 2024, for the 3rd and Welker Intersection Improvement Project [IFB 2024-002] (the “Project”) ranging from \$5.9 million to \$8.6 million. Two bids were non-compliant and a summary tabulation of the bid results are shown below. The apparent low bidder is Jalisco International, Inc., a Colorado corporation (“Jalisco International”) at \$5,894,739.30. Staff reviewed all bids, checked references, and recommends award to Jalisco International. A condensed version of the Recommendation of Award from the Town’s construction management consultant (Dewberry Engineers) dated October 4, 2024, is attached to this *Agenda Item Summary* and is incorporated herein by reference.

Company Name	Project Total
Jalisco International	\$5,894,739.30
DeFalco Construction Co.	\$6,197,137.76
Zak Dirt	\$6,222,895.84
Mountain Constructors	\$6,295,053.10
Chato's Concrete, LLC	\$6,517,668.00
GoodLand Construction Inc	\$6,594,275.50
Capital	\$6,984,478.35
ABC Asphalt	\$7,033,147.00
Non-compliant - TWX	\$8,557,508.00
Non-compliant - Empire Demolition	Structure Demo Only

Resolution No. 80-R-2024 (the “Resolution”): awards the Project to Jalisco International in the not-to-exceed amount of **five million eight hundred ninety-four thousand seven hundred thirty-nine and 30/100 dollars (\$5,894,739.30)** and authorizes the Mayor to execute the Construction Agreement with Jalisco International once in final form.

A copy of the Construction Agreement is attached to the Resolution as Exhibit 1 and is incorporated by reference.

FINANCIAL CONSIDERATIONS

Funds are available in the approved 2024 budget and the proposed 2025 budget (\$6,800,000) for the Project, specifically: Transportation Fund 14-44-8503. As set forth above, the proposed Construction Agreement with Jalisco International for all Project-related work is for the not-to-exceed sum of \$5,894,739.30.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the October 14, 2024, consent agenda will approve the Resolution. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to approve Resolution No. 80-R-2024, A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement between the Town of Mead and Jalisco International, Inc. for the 3rd & Welker Intersection Improvements Project (IFB 2024-002), in the not-to-exceed amount of **five million eight hundred ninety-four thousand seven hundred thirty-nine and 30/100 dollars (\$5,894,739.30).**”

ATTACHMENTS

Resolution No. 80-R-2024

Exhibit 1 to Resolution: Construction Agreement (with Jalisco International, Inc.)

Exhibit A to Construction Agreement (Contractor Bid)

Dewberry Recommendation of Award (5 pages)

Unofficial bid results (1 page)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 80- R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AWARDING THE
BID AND APPROVING A CONSTRUCTION AGREEMENT BETWEEN THE
TOWN OF MEAD AND JALISCO INTERNATIONAL, INC. FOR THE 3RD &
WELKER INTERSECTION IMPROVEMENTS PROJECT (IFB 2024-002)**

WHEREAS, the Town of Mead (the “Town”) is authorized under C.R.S. § 31-15-101 to enter into contracts for any lawful municipal purpose; and

WHEREAS, the Town requires the construction of the 3rd & Welker Intersection Improvements Project, as more particularly described in IFB No. 2024-002 (the “Project” or “Work”), and solicited bids for the Project in accordance with Colorado law by posting the IFB on the Rocky Mountain E-Purchasing System; and

WHEREAS, Town Staff and the Town’s project management consultant (Dewberry Engineers, Inc.) has reviewed and evaluated all complete and responsive bids submitted, and is recommending award of the Project to the bidder whose bid is in the best interests of the Town; and

WHEREAS, it is the desire and intent of the Board of Trustees to award the construction agreement to the bidder who submitted a bid in compliance with the reasonable and stated specifications contained within the IFB; and

WHEREAS, the Board of Trustees, after full consideration of the bids submitted and the recommendation of Town Staff presented at the October 14, 2024 regular meeting, finds that **Jalisco International, Inc.**, a Colorado corporation (the successful bidder, hereinafter “Contractor”), submitted the bid that has been determined to be in the best interests of the Town; and

WHEREAS, the Board further finds that it is in the best interests of the Town to award the bid for the Project to the Contractor in the not-to-exceed amount of **five million eight hundred ninety-four thousand seven hundred thirty-nine and 30/100 dollars (\$5,894,739.30)**, based on total cost and unit pricing set forth in the Contractor’s bid proposal, which includes all necessary labor, supervision, equipment, tools and materials for the Work to be performed; and

WHEREAS, the Town desires to enter into a construction agreement with the Contractor to have the Contractor perform the Work described with particularity in the IFB and contract documents for the benefit of the Town of Mead, which construction agreement shall be substantially in the form attached hereto as **Exhibit 1** (the “Construction Agreement”).

NOW THEREFORE, BE IT RESOLVED by the Town of Mead, Weld County, Colorado, that:

Section 1. The Board of Trustees hereby: (a) awards the Project to the Contractor in the not-to-exceed amount of **five million eight hundred ninety-four thousand seven hundred thirty-nine and 30/100 dollars (\$5,894,739.30)**; (b) authorizes the Town Attorney to make such changes as may be needed to correct any non-material errors or language or to negotiate such changes to the Construction Agreement as may be appropriate and that do not substantially increase the obligations of the Town; (c) authorizes the Town Public Works Director/Town Engineer to execute the Notice of Award for the Project and deliver a copy of said Notice of Award to the Contractor; (d) authorizes the Mayor to execute the Construction Agreement on behalf of the Town on or after such date as the Contractor has delivered the executed Construction Agreement to the Town, together with the proof of insurance, performance bond, payment bond, and other documents specifically required by the IFB or the Construction Agreement, as applicable; and (e) authorizes the Town Public Works Director/Town Engineer to execute the Notice to Proceed for the Project.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 14TH DAY OF OCTOBER, 2024.

ATTEST:

TOWN OF MEAD:

By: _____
Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Construction Agreement
(Jalisco International, Inc.)
[IFB 2024-002]

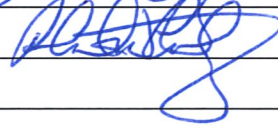
**SECTION 00310
BID FORM**

Project: Town of Mead – 3rd/Welker Intersection Improvements

Address: Town of Mead

Attn: Erika Rasmussen, PE
Town Engineer/Public Works Director
441 Third Street
Mead, CO 80542

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices within this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.02 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 1.03 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Bidders Signature</u>	<u>Date Acknowledged</u>
One		9/3/24
Two		9/6/24

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data." Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder,

Town of Mead
3rd-Welker Intersection Improvements

00310-1

August 2024
IFB 2024-002

including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- D. Based on the information and observations referred to in Paragraph D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- E. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- F. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

1.04 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.05 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Proposal

The work will include all necessary labor, supervision, equipment, tools, and materials to complete the work in accordance with the Project Construction Documents, the current Town of Mead Design Standards and Specifications and CDOT Standards and Specifications.

No.	ITEM	UNIT	QUANTITY	UNIT COST	COST
201-00000	CLEARING AND GRUBBING	LS	1	\$	\$
202-00001	REMOVAL OF STRUCTURE	EACH	1	\$	\$
202-00002	REMOVAL OF STRUCTURE (SPECIAL)	EACH	2	\$	\$
202-00010	REMOVAL OF TREE	EACH	16	\$	\$
202-00019	REMOVAL OF INLET	EACH	3	\$	\$
202-00021	REMOVAL OF MANHOLE	EACH	2	\$	\$
202-00027	REMOVAL OF RIPRAP	SY	41	\$	\$
202-00031	REMOVAL OF FIRE HYDRANT	EACH	5	\$	\$
202-00032	REMOVAL OF VALVE	EACH	7	\$	\$
202-00033	REMOVAL OF PIPE	LF	195	\$	\$
202-00200	REMOVAL OF SIDEWALK	SY	840	\$	\$
202-00202	REMOVAL OF GUTTER	LF	672	\$	\$
202-00203	REMOVAL OF CURB AND GUTTER	LF	382	\$	\$
202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	40	\$	\$
202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	3,649	\$	\$
202-00220	REMOVAL OF ASPHALT MAT	SY	6,712	\$	\$
202-01000	REMOVAL OF FENCE	LF	245	\$	\$
202-00250	REMOVAL OF PAVEMENT MARKING	SF	5,542	\$	\$
202-00810	REMOVAL OF GROUND SIGN	EACH	16	\$	\$
202-04002	CLEAN CULVERT	EACH	2	\$	\$
202-04005	CLEAN VALVE BOX	EACH	29	\$	\$
203-00000	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	2,725	\$	\$
203-01597	POTHOLING	HOUR	48	\$	\$
203-01500	BLADING	HOUR	16	\$	\$
203-01550	DOZING	HOUR	16	\$	\$
203-01594	COMBINATION LOADER	HOUR	16	\$	\$
207-00700	TOPSOIL (ONSITE)	CY	500	\$	\$
207-00405	TOPSOIL (SPECIAL)	CY	33	\$	\$
207-00704	SUBGRADE SOIL PREPARATION	SY	3,001	\$	\$
208-00002	EROSION LOG TYPE 1 (12 INCH)	LF	2,268	\$	\$
208-00020	SILT FENCE	LF	474	\$	\$
208-00035	AGGREGATE BAG	LF	696	\$	\$
208-00041	ROCK CHECK DAMN	EACH	1	\$	\$

Town of Mead
3rd-Welker Intersection Improvements

00310-3

August 2024
IFB 2024-002

3RD-WELKER INTERSECTION IMPROVEMENTS BID TAB

8/16/2024

			3RD-WELKER INTERSECTION IMPROVEMENTS		
No.	ITEM	UNIT	QUANTITY	UNIT COST	COST
201-00000	CLEARING AND GRUBBING	LS	1	\$ 25,000.00	\$ 25,000.00
202-00001	REMOVAL OF STRUCTURE	EACH	1	\$ 3,400.00	\$ 3,400.00
202-00002	REMOVAL OF STRUCTURE (SPECIAL)	EACH	2	\$ 27,000.00	\$ 54,000.00
202-00010	REMOVAL OF TREE	EACH	16	\$ 1,600.00	\$ 25,600.00
202-00019	REMOVAL OF INLET	EACH	3	\$ 925.00	\$ 2,775.00
202-00021	REMOVAL OF MANHOLE	EACH	2	\$ 1,050.00	\$ 2,100.00
202-00027	REMOVAL OF RIPRAP	SY	41	\$ 14.50	\$ 594.50
202-00031	REMOVAL OF FIRE HYDRANT	EACH	5	\$ 1,930.00	\$ 9,650.00
202-00032	REMOVAL OF VALVE	EACH	7	\$ 1,670.00	\$ 11,690.00
202-00033	REMOVAL OF PIPE	LF	195	\$ 35.00	\$ 6,825.00
202-00200	REMOVAL OF SIDEWALK	SY	840	\$ 18.00	\$ 15,120.00
202-00202	REMOVAL OF GUTTER	LF	672	\$ 15.00	\$ 10,080.00
202-00203	REMOVAL OF CURB AND GUTTER	LF	382	\$ 24.70	\$ 9,435.40
202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	40	\$ 37.00	\$ 1,480.00
202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	3,649	\$ 19.75	\$ 72,067.75
202-00220	REMOVAL OF ASPHALT MAT	SY	6,712	\$ 20.75	\$ 139,274.00
202-01000	REMOVAL OF FENCE	LF	245	\$ 12.25	\$ 3,001.25
202-00250	REMOVAL OF PAVEMENT MARKING	SF	5,542	\$ 2.75	\$ 15,240.50
202-00810	REMOVAL OF GROUND SIGN	EACH	16	\$ 235.00	\$ 3,760.00
202-04002	CLEAN CULVERT	EACH	2	\$ 2,200.00	\$ 4,400.00
202-04005	CLEAN VALVE BOX	EACH	29	\$ 700.00	\$ 20,300.00
203-00000	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	2,725	\$ 64.00	\$ 174,400.00
203-01597	POTHOLES	HOUR	48	\$ 270.00	\$ 12,960.00
203-01500	BLADING	HOUR	16	\$ 165.00	\$ 2,640.00
203-01550	DOZING	HOUR	16	\$ 180.00	\$ 2,880.00
203-01594	COMBINATION LOADER	HOUR	16	\$ 155.00	\$ 2,480.00
207-00700	TOPSOIL (ONSITE)	CY	500	\$ 39.00	\$ 19,500.00
207-00405	TOPSOIL (SPECIAL)	CY	33	\$ 71.00	\$ 2,343.00
207-00704	SUBGRADE SOIL PREPARATION	SY	3,001	\$ 2.25	\$ 6,752.25
208-00002	EROSION LOG TYPE 1 (12 INCH)	LF	2,268	\$ 6.75	\$ 15,309.00
208-00020	SILT FENCE	LF	474	\$ 2.70	\$ 1,279.80
208-00035	AGGREGATE BAG	LF	696	\$ 11.75	\$ 8,178.00
208-00041	ROCK CHECK DAMN	EACH	1	\$ 5,300.00	\$ 5,300.00
208-00046	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE (TYPE 1)	EACH	2	\$ 3,500.00	\$ 7,000.00
208-00051	STORM DRAIN INLET PROTECTION (TYPE 1)	LF	6	\$ 11.75	\$ 70.50
208-00075	PRE-FABRICATED VEHICLE TRACKING PAD	EACH	4	\$ 1,760.00	\$ 7,040.00
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOUR	16	\$ 82.00	\$ 1,312.00
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HOUR	16	\$ 170.00	\$ 2,720.00
208-00106	SWEEPING (SEDIMENT REMOVAL)	HOUR	16	\$ 195.00	\$ 3,120.00
208-00107	REMOVAL OF TRASH	HOUR	8	\$ 270.00	\$ 2,160.00
208-00207	EROSION CONTROL MANAGEMENT	DAY	4	\$ 290.00	\$ 1,160.00
210-04010	ADJUST MANHOLE	EACH	2	\$ 860.00	\$ 1,720.00
210-04050	ADJUST VALVE BOX	EACH	29	\$ 475.00	\$ 13,775.00
210-04060	ADJUST WATER METER	EACH	4	\$ 885.00	\$ 3,540.00
210-00810	RESET GROUND SIGN	EACH	15	\$ 525.00	\$ 7,875.00
210-00815	RESET SIGN PANEL	EACH	1	\$ 370.00	\$ 370.00
210-00816	RESET SIGN PANEL (SPECIAL)	EACH	2	\$ 2,330.00	\$ 4,660.00
210-00855	RESET SCHOOL FLASHER ASSEMBLY	EACH	1	\$ 2,666.00	\$ 2,666.00
212-00050	SOD	SF	13,609	\$ 1.75	\$ 23,815.75
212-00006	SEEDING (NATIVE) (DRILL)	ACRE	0.1	\$ 11,200.00	\$ 1,120.00
212-00032	SEEDING (NATIVE) (BROADCAST)	ACRE	1	\$ 9,795.00	\$ 9,795.00
213-00003	MULCHING (WEED FREE)	ACRE	0.8	\$ 1,575.00	\$ 1,260.00
213-00061	MULCH TACKIFIER	LB	145.0	\$ 6.70	\$ 971.50

8/16/2024

3RD-WELKER INTERSECTION IMPROVEMENTS

No.	ITEM	UNIT	QUANTITY	UNIT COST	COST
213-00500	TREE GRATE	EACH	14.0	\$ 4,600.00	\$ 64,400.00
214-00220	DECIDUOUS TREE (2 INCH CALIPER)	EACH	15.0	\$ 900.00	\$ 13,500.00
216-00021	SOIL RETENTION BLANKET (STRAW/COCONUT)(BIODEGRADABLE)(CLASS 1)	SY	798	\$ 2.50	\$ 1,995.00
217-00020	HERBICIDE TREATMENT	HOURL	8	\$ 260.00	\$ 2,080.00
240-00000	WILDLIFE BIOLOGIST	HOURL	16	\$ 140.00	\$ 2,240.00
240-00010	REMOVAL OF NESTS	HOURL	16	\$ 140.00	\$ 2,240.00
250-00050	MONITORING TECHNICIAN	HR	60	\$ 135.00	\$ 8,100.00
250-00010	ENVIRONMENTAL HEALTH AND SAFETY MANAGEMENT	LS	1	\$ 3,370.00	\$ 3,370.00
250-00110	HEALTH AND SAFETY OFFICER (HSO)	HR	20	\$ 155.00	\$ 3,100.00
250-00120	MATERIALS SAMPLING AND DELIVERY	EACH	60	\$ 135.00	\$ 8,100.00
304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	6,964	\$ 38.00	\$ 264,632.00
304-00900	AGGREGATE BASE COURSE (SPECIAL)	CY	16	\$ 415.00	\$ 6,640.00
308-00300	STABILIZED SUBGRADE	SY	14,098	\$ 17.00	\$ 239,666.00
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	200	\$ 160.00	\$ 32,000.00
403-33741	HOT MIX ASPHALT (GRADING S)(75)(PG 64-22)	TON	4,006	\$ 100.00	\$ 400,600.00
411-10255	EMULSIFIED ASPHALT (SLOW-SETTING)	GAL	1,121	\$ 2.85	\$ 3,194.85
412-00800	CONCRETE PAVEMENT (8 INCH)	SY	2,928	\$ 98.00	\$ 286,944.00
420-00102	GEOTEXTILE (EROSION CONTROL)(CL 1)	SY	206	\$ 7.00	\$ 1,442.00
420-00132	GEOTEXTILE (SEPERATOR)(CL 1)	SY	407	\$ 4.75	\$ 1,933.25
503-00012	DRILLED SHAFT (12 INCH)	LF	4	\$ 265.00	\$ 1,060.00
503-00018	DRILLED SHAFT (18 INCH)	LF	20	\$ 240.00	\$ 4,800.00
503-00024	DRILLED SHAFT (24 INCH)	LF	8	\$ 490.00	\$ 3,920.00
503-00036	DRILLED SHAFT (36 INCH)	LF	76	\$ 850.00	\$ 64,600.00
506-00209	RIPRAP (9 INCH)	CY	31	\$ 265.00	\$ 8,215.00
506-00212	RIPRAP (12 INCH)	CY	95	\$ 265.00	\$ 25,175.00
514-00048	PEDESTRIAN RAILING (48 INCH)	LF	63	\$ 270.00	\$ 17,010.00
601-01000	CONCRETE CLASS B	CY	16	\$ 1,600.00	\$ 25,600.00
603-01180	18 INCH REINFORCED CONCRETE PIPE (CIP)	LF	178	\$ 103.00	\$ 18,334.00
603-01245	24 INCH REINFORCED CONCRETE PIPE (CIP)	LF	193	\$ 210.00	\$ 40,530.00
603-01485	48 INCH REINFORCED CONCRETE PIPE (CIP)	LF	310	\$ 375.00	\$ 116,250.00
603-02245	30x19 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (CIP)	LF	243	\$ 275.00	\$ 66,825.00
603-02365	45x29 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (CIP)	LF	189.0	\$ 360.00	\$ 68,040.00
603-02485	60x38 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (CIP)	LF	208.0	\$ 515.00	\$ 107,120.00
603-05018	18 INCH REINFORCED CONCRETE END SECTION	EACH	1.0	\$ 2,000.00	\$ 2,000.00
603-05148	60 INCH X 38 INCH REINFORCED CONCRETE END SECTION ELLIPTICAL (CIP)	EACH	1	\$ 6,150.00	\$ 6,150.00
604-00505	INLET TYPE D (5 FT)	EACH	6	\$ 6,280.00	\$ 37,680.00
604-19105	INLET TYPE R L 5 (5 FOOT)	EACH	1	\$ 8,200.00	\$ 8,200.00
604-19205	INLET TYPE R L 10 (5 FOOT)	EACH	4	\$ 12,800.00	\$ 51,200.00
604-30005	MANHOLE SLAB BASE (5 FOOT)	EACH	1	\$ 8,245.00	\$ 8,245.00
604-30010	MANHOLE SLAB BASE (10 FOOT)	EACH	4	\$ 19,600.00	\$ 78,400.00
604-83104	4 INCH PLASTIC PIPE SEWER (POLYVINYL CHLORIDE)	LF	800	\$ 24.00	\$ 19,200.00
608-00000	CONCRETE SIDEWALK (6 INCH)	SY	3,130	\$ 68.00	\$ 212,840.00
608-00005	CONCRETE SIDEWALK (SPECIAL)	SY	51	\$ 405.00	\$ 20,655.00
608-00010	CONCRETE CURB RAMP	SY	377	\$ 203.00	\$ 76,531.00
608-00350	CONCRETE SIDEWALK (COLORED)	SY	167	\$ 104.00	\$ 17,368.00
608-10000	SIDEWALK DRAIN	LF	24	\$ 500.00	\$ 12,000.00
609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	2,046	\$ 28.00	\$ 57,288.00
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	3,686	\$ 29.00	\$ 106,894.00
609-24004	GUTTER TYPE 2 (4 FOOT)	LF	210	\$ 74.00	\$ 15,540.00
610-00030	MEDIAN COVER MATERIAL (CONCRETE)	SF	8,180	\$ 11.50	\$ 94,070.00
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	330	\$ 28.50	\$ 9,405.00
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	LF	660	\$ 32.50	\$ 21,450.00
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	250	\$ 30.50	\$ 7,625.00
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	310	\$ 32.50	\$ 10,075.00

3RD-WELKER INTERSECTION IMPROVEMENTS

No.	ITEM	UNIT	QUANTITY	UNIT COST	COST
613-07001	PULL BOX (TYPE 1)	EACH	1	\$ 1,170.00	\$ 1,170.00
613-07004	PULL BOX (TYPE 4)	EACH	4	\$ 2,790.00	\$ 11,160.00
613-07004	PULL BOX (TYPE 5)	EACH	1	\$ 3,645.00	\$ 3,645.00
613-10000	WIRING	LS	1	\$ 22,600.00	\$ 22,600.00
613-13000	LUMINAIRE (LED)	EACH	4	\$ 1,390.00	\$ 5,560.00
613-50109	METER POWER PEDESTAL	EACH	1	\$ 10,800.00	\$ 10,800.00
614-00001	VEHICULAR DIRECTIONAL WAYFINDING SIGN (INSTALL ONLY)	EACH	1	\$ 1,585.00	\$ 1,585.00
614-10160	SIGNAL HEAD BACKPLATES	EACH	8	\$ 155.00	\$ 1,240.00
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EACH	8	\$ 695.00	\$ 5,560.00
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EACH	8	\$ 930.00	\$ 7,440.00
614-70548	TRAFFIC SIGNAL FACE (12-12-12-12)	EACH	8	\$ 1,080.00	\$ 8,640.00
614-72854	TRAFFIC SIGNAL CONTROLLER CABINET	EACH	1	\$ 32,100.00	\$ 32,100.00
614-72860	PEDESTRIAN PUSH BUTTON	EACH	8	\$ 675.00	\$ 5,400.00
614-72864	FIRE PREEMPTION UNIT	EACH	2	\$ 5,125.00	\$ 10,250.00
614-72886	INTERSECTION DETECTION SYSTEM (CAMERA)	EACH	4	\$ 14,100.00	\$ 56,400.00
614-81145	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-45 FOOT MAST ARM)	EACH	3	\$ 24,345.00	\$ 73,035.00
614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50 FOOT MAST ARM)	EACH	1	\$ 26,000.00	\$ 26,000.00
614-84000	TRAFFIC SIGNAL PEDESTAL POLE STEEL	EACH	4	\$ 3,800.00	\$ 15,200.00
614-86248	TRAFFIC SIGNAL CONTROLLER (TYPE 2070LC)	EACH	1	\$ 10,250.00	\$ 10,250.00
614-86800	UNITERRUPTED POWER SUPPLY	EACH	1	\$ 10,500.00	\$ 10,500.00
614-00011	SIGN PANEL (CLASS I)	SF	236	\$ 25.00	\$ 5,900.00
614-00216	STEEL SIGN POST (2x2 INCH TUBING)	LF	306	\$ 19.00	\$ 5,814.00
616-50048	6 INCH VALVE AND VALVE BOX	EACH	10	\$ 2,775.00	\$ 27,750.00
619-06060	6" DUCTILE IRON PIPE	LF	30	\$ 125.00	\$ 3,750.00
619-06070	6" DUCTILE IRON PIPE (FITTINGS)	EACH	4	\$ 2,535.00	\$ 10,140.00
619-06080	8" DUCTILE IRON PIPE	LF	90	\$ 162.00	\$ 14,580.00
619-06090	8" DUCTILE IRON PIPE (FITTINGS)	EACH	12	\$ 1,375.00	\$ 16,500.00
619-78048	6 INCH FIRE HYDRANT	EACH	5	\$ 13,300.00	\$ 66,500.00
620-00002	FIELD OFFICE (CLASS 2)	EACH	1	\$ 43,825.00	\$ 43,825.00
620-00020	SANITARY FACILITY	EACH	1	\$ 8,525.00	\$ 8,525.00
621-00450	DETOUR PAVEMENT	SY	2,000	\$ 67.00	\$ 134,000.00
623-00608	8 INCH PLASTIC PIPE (IRRIGATION/SLEEVE)	LF	800	\$ 41.00	\$ 32,800.00
623-09900	SPRINKLER SYSTEM	LS	1	\$ 162,000.00	\$ 162,000.00
625-00000	CONSTRUCTION SURVEYING	LS	1	\$ 52,500.00	\$ 52,500.00
626-00000	MOBILIZATION	LS	1	\$ 360,000.00	\$ 360,000.00
627-00011	PAVEMENT MARKING PAINT	GAL	100	\$ 185.00	\$ 18,500.00
627-00005	EPOXY PAVEMENT MARKING	GAL	63	\$ 210.00	\$ 13,230.00
627-30405	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	SF	822	\$ 16.00	\$ 13,152.00
627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOP LINE)	SF	1,710	\$ 11.75	\$ 20,092.50
629-01031	SURVEY MONUMENT TYPE 3A	EACH	1	\$ 1,160.00	\$ 1,160.00
630-00000	FLAGGING	HR	2,000	\$ 34.75	\$ 69,500.00
630-00007	TRAFFIC CONTROL INSPECTION	DAY	100	\$ 295.00	\$ 29,500.00
630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	185	\$ 1,050.00	\$ 194,250.00
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EACH	30	\$ 95.00	\$ 2,850.00
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EACH	20	\$ 95.00	\$ 1,900.00
630-80355	PORTABLE MESSAGE SIGN	EACH	8	\$ 7,370.00	\$ 58,960.00
630-80358	FLASHING ARROW PANEL	EACH	4	\$ 2,100.00	\$ 8,400.00
630-80360	DRUM CHANELIZING DEVICE	EACH	250	\$ 34.75	\$ 8,687.50
700-70010	F/A MINOR CONTRACT REVISIONS	F/A	1	\$ 300,000	\$ 300,000
700-70023	F/A ON-THE-JOB TRAINEE	F/A	1	\$ 2,000	\$ 2,000
700-70042	F/A RAILROAD FLAGGING	FA	1	\$ 100,000	\$ 100,000
700-40310	F/A LANDSCAPING	F/A	1	\$ 2,000	\$ 2,000
700-70380	F/A EROSION CONTROL	F/A	1	\$ 10,000	\$ 10,000
700-70587	F/A HAZERDOUS WASTE DISPOSAL	F/A	1	\$ 50,000	\$ 50,000

8/16/2024

3RD-WELKER INTERSECTION IMPROVEMENTS

No.	ITEM	UNIT	QUANTITY	UNIT COST	COST
700-90080	F/A GAS LINES	F/A	1	\$ 2,000	\$ 2,000
700-90090	F/A ELECTRICAL SERVICE	F/A	1	\$ 5,000	\$ 5,000
700-93352	F/A PEDESTRIAN LIGHTING	F/A	1	\$ 148,000	\$ 148,000

TOTAL PROJECT BID = 5,894,739.30

TOTAL PROJECT BID WRITTEN IN WORDS:

THIS BID IS SUBMITTED BY: Jalisco International, Inc.

ADDRESS: 6663 Colorado Blvd, Commerce City CO 80022

BY (TITLE): Richard Ledezma, President

PHONE NUMBER: o 303.287.8905 c 303.746.1919

ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

- 1.08 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Required CDOT Form 606 – Anti Collusion Affidavit
 - C. Required CDOT Form 1414 – Anticipated DBE Participation Plan
 - D. List of Project References; Résumé of General Manager & Superintendent
 - E. List of Proposed Suppliers
 - F. List of Proposed Subcontractors
 - G. Evidence of authority to do business in the state Colorado; or a written covenant to obtain such license within the time for acceptance of Bids;
- 1.09 The Engineer may require the apparent low responsive bid and second low responsive bid General Contractors to submit the following Statement of Qualifications after the bid opening:
- A. General Information
 - 1. Please provide official firm name, license, contact person for bidding, title, phone number, e-mail address, and mailing address. Provide a list of current projects under construction in detail, including Owner's name and contact information, Engineer's name and contact information, contract price, percent complete, and brief description of work.
 - B. Project Experience
 - 1. Provide brief summaries of a minimum of three (3) comparable projects in which your firm served as General Contractor in last three (3) years. Include the following information with each project summary:
 - a. Owner and Engineer contact information
 - b. References and contact information
 - c. Project contract price and final construction cost
 - d. Construction dates
 - C. Experience of key personnel to be assigned to this project.
 - 1. For each key person identified, list at least two comparable projects in which they have played a primary role. For other projects provide:
 - a. Description of project
 - b. Role of the person
 - c. Project's original contracted construction cost and final construction cost
 - d. Construction dates
 - e. Project Owner

f. Reference information (two names with telephone numbers for each project)

D. References

1. Provide name, address, and phone number of the General Contractor's banking reference
2. Provide name, address, and phone number of the General Contractor's insurance agent(s)

SIGNATURE OF BIDDER:

Date: 9/20/24

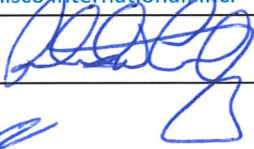
If an Individual: _____

Doing business as: _____

If a Partnership: _____

By: _____, partner

If a Corporation: Jalisco International, Inc. (a Colorado Corporation)

By:  Richard Ledezma, President

(SEAL & TITLE  ATTEST)
Darian Ledezma, Secretary

ADDRESS: 6663 Colorado Blvd

Commerce City CO 80022

TELEPHONE: 303.287.8905

EMAIL: rwl@jalisco.org



END OF SECTION

Colorado Department of Transportation

Anti Collusion Affidavit – Form 606

Instructions: Form to be completed by an authorized agent or Officer for the bidder/Contractor submitting a bid for the Colorado Department of Transportation Project identified below.

Project Number: MTF M870-009

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on their behalf and on behalf of my firm. I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
3. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
4. No attempt has been made to solicit, cause, or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
6. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive, or other form of complementary bid.
7. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive, or other form of complementary bid, or agreeing or promising to do so, on this project.
9. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
10. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

Signature Declaration: I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

Jalisco International, Inc

Contractor Company Name

Second Company Name if Joint Venture

By

By

Richard Ledezma, President

Title

Title

9/20/24

Date

Date

Colorado Department of Transportation

Anticipated DBE Participation Plan (CDOT Form 1414)

Section A. Bidder and DBE Information. This section must be completed by the Bidder.

1. Project S/A No. or PCN Number (5 digit #):	25002	2. FHWA Project # or Subaward Agreement # from COTRAMS (FTA projects):	MTF M870-009	3. Project Name:	3RD STREET AND WELKER AVENUE INTERSECTION IMPROVEMENTS
4. Name of Bidder:	Jalisco International Inc.	5. Bidder's Contact Name:	Richard Ledezma	6. Bidder's Contact Phone #:	303.287.8905
7. Bidder's Contact Email Address:	rwf@jalisco.org	8. Bid Submission Date:	9/20/24	9. Region:	4
10. DBE Contract Goal:	7%				

Section B. DBE Commitments

9. DBE Commitment Details

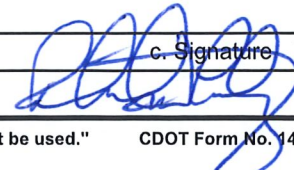
DBE Firm Name	Work to be Performed	Commitment Amount	Eligible Participation
Lighthouse Transportation Group	Electrical	213,000	213,000
DCG Enterprises	Traffic Control	200,000	200,000
Total Eligible Participation:			413,000
Total Bid Amount:			5,894,739.30
Total Eligible Participation Percentage:			7.01%

Section C. Bidder Signature

10. Bidder Representative:

COMMITMENTS LISTED ON THIS FORM SHALL BE BINDING ON THE BIDDER UPON CONTRACT AWARD. IF THE DBE GOAL IS ZERO, DBE COMMITMENTS ARE OPTIONAL AND THE BIDDER IS NOT REQUIRED TO LIST ANY DBE COMMITMENTS ON THIS FORM. This section must be signed by an individual with the authority to contractually bind the Bidder. By signing this form, as an authorized representative of the Bidder, you declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best of your knowledge. Further, you attest that you understand the following:

CDOT shall not award a contract (or provide its concurrence to award a Local Agency Project) until it has been determined that commitments are sufficient to meet the DBE contract goal or else good faith efforts have been made to meet the goal despite falling short. Once your bid has been submitted, commitments may not be modified or terminated without the approval of CDOT. If selected as the low apparent bidder, you shall submit a CDOT Form 1415 for each commitment listed above. If you have not met the contract goal, you will also be required to submit documentation of all good faith efforts to meet the contract goal. It is your responsibility to ensure that the selected DBEs are certified for the work to be performed and that their eligible participation has been properly counted. Please review your project's DBE requirements for additional information and instructions on calculating eligible participation.

a. Name	b. Title	c. Signature	d. Date
Richard Ledezma	President		9/20/24

"Previous editions are obsolete and may not be used."

CDOT Form No. 1414 [06/24] Page 1

**SECTION 00410
BID BOND**

Project: Town of Mead – 3rd-Welker Intersection Improvements
2024-002

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Jalisco International, Inc. hereinafter called the "Principal", is submitting a proposal hereinafter the "Proposal" for the above-described project, to the Town of Mead, Colorado a municipal corporation hereinafter called "Obligee".

WHEREAS, the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the Proposal GUARANTY in an amount not less than ten per cent (10%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in response to such Requirement, this Bid Bond is made, executed and delivered.

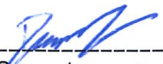
NOW THEREFORE, the Principal and [insert name of Surety] Employers Mutual Casualty Company a corporation of the State of Iowa, duly authorized to transact business in Colorado, as Surety, are held firmly bound unto the Obligee, in the sum of ten per cent (10%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, will and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

FURTHER THAT, a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for sixty (60) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the Principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, and Certificates of Insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this 16th day of September, 2024.

(Corporate Seal)

ATTEST:


Secretary Darian Ledezma

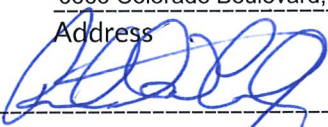
SIGNATURES

THE PRINCIPAL

Jalisco International, Inc.

6663 Colorado Boulevard, Commerce City, CO 80022

Address

BY 

President, Richard Ledezma

If the "Principal" is doing business as a Corporation, the Bid Bond shall be signed by an officer, i.e., President, or Vice President. The signature of the officer shall be attested to by the Secretary and property sealed.

Town of Mead
3rd-Welker Intersection Improvements

00410-1

August 2024
IFB 2024-002



If the "Principal" is an individual or a partnership, the Bid Bond shall so indicate and be properly signed.

(Corporate Seal)

THE SURETY

Employers Mutual Casualty Company



Secretary
Mark Sweigart, Surety Witness

By



Sarah Brown, Attorney-in-Fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED. FAILURE TO PROVIDE A PROPERLY EXECUTED BID BOND WITH A PROPERLY EXECUTED POWER OF ATTORNEY WILL RESULT IN THE BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

END OF SECTION

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

TODD BENGFORDE, MARK SWEIGART, SARAH BROWN, Donald E Appleby, Jessica Jean Rini, Mary Ashley Allen

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

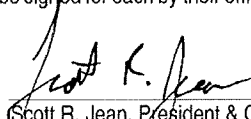
The authority hereby granted shall expire October 10th, 2025, unless sooner revoked.

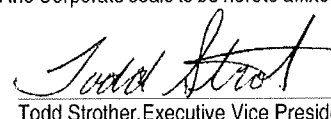
AUTHORITY FOR POWER OF ATTORNEY

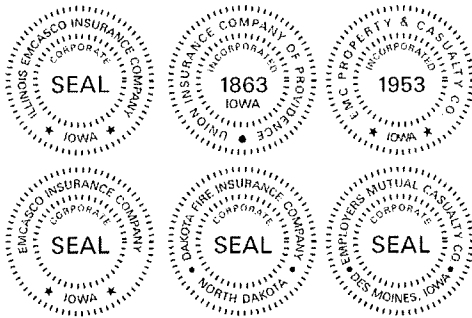
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

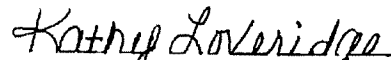

 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6


 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6



On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

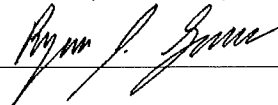
My Commission Expires October 10, 2025.


 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of September, 2024.


 Vice President

Completed Projects in 5 Years
Name of Applicant: Jalisco International, Inc

Project Name	Owner's Name, Address, Contact Name & Phone No.	Initial Contract \$ Amount	Final Contract \$ Amount	% of Self Performed Cost	Start Date	Comp Date	Project Description	Project Mgr	Prime or Sub
City of Arvada Project #13-ST-24 W 72nd Ave & Indiana St Intersection Improvements	City of Arvada 8101 Ralston Rd, Arvada CO 80002. Matt Knight 720-898-7660	6,498,987.90	7,065,151.19		3/1/2018	3/31/2020	Demolition and disposal of residential structures, waterline relocation, clearing and grubbing, removal of existing bridge and replacement with box culvert, drainage pipe installation, asphalt paving, installation of permanent signs, erosion control, seeding/mulching		
RB12-200 2019 Concrete Replacement	Arapahoe County 7600 S Peoria St, Englewood, CO 80112; David Beard; 303-874-6820	920,799.40	955,737.92	49.99%	2/28/19		Annual contract to fix various areas. Sidewalk/Cross pans/Curb and Gutter/ Chase Drains/ Inlet Modifications	Andrew Doucete	prime
ITB#18-027 I-76 and Bromley Lane Roundabout Improvements	City of Brighton 500 S 4th Ave, Brighton CO 80601	999,143.15	984,042.32	91.98%	7/1/2018	3/31/2020	Roundabout modifications for increased traffic in the area. Adding an extra lane with concrete modifications.	Amanda Dawley	prime
NH 0853-106 19-HA 4-ZG-00010 Signalization of US85 and Weld CR	CDOT 10601 W 10th St Greeley, CO 80634; Louis Keen 970-350-2228; louis.keen@state.co.us	1,953,145.39	1,843,163.12	56.15%	8/1/2018	8/27/2020		Amanda Dawley	prime
NHPP 006A-066 US 6 I-25 to Perry WB OPS Improvement; Pr code 22451	CDOT 2829 W Howard Pl, Denver CO 80204; Benjamin Kiene 303-365-7307; benjamin.kiene@state.co.us	477,793.50	436,800.34	62.33%	5/27/2019	3/31/2020	Concrete paving and signalization of the intersection of SH 85 and WCR 18	Al Chandler	prime
NHPP 0852-112 US85: Widen SB Santa Fe Hampden to Lipan 20473	CDOT 2000 S Holly St, Denver, CO 80222; Matthew Pacheco 303-512-5455; matthew.pacheco@state.co.us	3,147,453.50	2,952,596.34	52.06%	6/1/2018	8/17/2020	Modify and pour back concrete barrier to create long excel lane.	Amanda Dawley	prime
CDOT SHE \$100-289 SH40 & SH83 Intersection	CDOT 3320 S Parker Rd, Aurora, CO 80014; Thomas Magenis 303-512-5402; thomas.magenis@state.co.us	1,254,593.50	1,221,493.20	56.22%	2/25/2019	3/31/2020	Project included concrete paving, new traffic signals, and widening of Santa Fe Dr	Al Chandler	prime
CI 2010-013 Phase 2B Country Line Road Improvements	City of Lone Tree, 9220 Kimmer Dr., Lone Tree, CO 80124; Lisa Albers 303-708-1818	1,277,327.70	1,026,775.43	43.93%	3/1/2019	3/29/2020	This project is a part of the Highway Safety Improvement Program and includes improvements at two locations. Site 1, installation of a raised median island on SH-83 (Parker Rd) & Longs Way, that includes, median cover, ADA curb ramps, curb and gutter and signing/stripping. Site 2, US 40 (Collfax) & Dunkirk, includes full depth median widening to realign left turn lanes along Collfax with a proposed traffic signal replacement, including ADA curb ramps, curb and gutter, median cover and signing/stripping.	Darian Ledezma	prime
RB12-200 2019 Concrete Replacement HAA 18-HA 1-ZG-00110	Arapahoe County 7600 S Peoria St, Englewood, CO 80112; David Beard; 303-874-6820	920,799.40	955,737.92	43.37%	2/26/2019	1/30/2020	Widening and re-aligning of 1-25 Southbound Exit Ramp at East Country Line Road, mill and overlay on 1-25 Southbound Exit Ramp and East Country Line Road, construction of turn lanes, sidewalk, ADA Curb Ramps, curb and gutter, median cover material, traffic signals, a sign bridge structure, 2,242 tons of asphalt, and ancillary construction activities including signing and striping.	Darian Ledezma	prime
71st Bridge Replacement Greely	CDOT 18500 E Collfax Ave, Aurora, CO 80011; Alazar Tesfaye 303-365-7318	799,721.49	758,991.59	91.98%	3/1/2018	10/1/2020	Annual contract to fix various areas. Sidewalk/Cross pans/Curb and Gutter/ Chase Drains/ Inlet Modifications	Amanda Dawley	prime
CDOT 401 A Avenue 386, Limon, CO 80828; Travis Miller 719-775-8002; travis.miller@state.co.us	CDOT 401 A Avenue 386, Limon, CO 80828; Travis Miller 719-775-8002; travis.miller@state.co.us	2,366,292.15	2,153,444.55	81.64%	3/6/2019	10/1/2020	Remove and Replace on the existing 71st ave Bridge over Sheep Draw. The Bridge is a two span bridge with a concrete sub/superstructure.	Darian Ledezma	sub
Arapahoe County Chambers Rd.	Arapahoe County, 10730 Briarwood Ave., Suite 100, Centennial, CO 80112. David Schmit 720-874-7623	92,892.00	92,892.00	60.78%	7/1/2020	10/1/2020	Improvement of 90 degree curves on US 385; removal of asphalt, head walls and inlets. Installing sidewalks, curb ramps, curb & gutter, driveways, paving, marking, signage, embankment/shouldering	Amanda Dawley	prime
TAP M320-109 47th Ave/York St. Bicycle Pedestrian Bridge	Kiewit Infrastructure, 160 Inverness Drive West, Suite 110, Englewood, CO 80022; Paul Jacobson 303-319-5954	7,011,555.09	8,314,142.86	100.00%	3/18/2019	3/31/2022	Paving Chambers Rd	Amanda Dawley	prime
140R4020C0012 AAO S/C P Oso Bridge & Culverts	BOR Upper CO Region 125 S State St, Room 8100, Salt Lake City, UT 84138; Kristen Ruiz Jimenez 505-462-3669	2,035,100.00	2,106,433.75	70.64%	9/1/2020	3/31/2022	Construction of a bicycle and pedestrian bridge with stairs and ramps crossing over Union Pacific railroad line.	Al Chandler	sub
CO88A-036 CDOT 23297 Region 1 Ramps Douglas & Arapahoe Counties	CDOT R1 4670 Holly St, Unit D, Denver, CO 80216	1,637,137.78	1,169,593.03	84.06%	11/16/2020	1/5/2022	Division Dam. Installation of replacement culverts, reinforced concrete pipe and reinforced concrete box.	Darian Ledezma	prime
ITB#18-18 Project #RB21-200 Arapahoe County Concrete Replacement Program	Ryan Sorensen 303-398-6783; Ryan.Sorensen@state.co.us	797,403.00	840,848.00	78.21%	3/1/2021	3/31/2022	Construction of highway and bridge consisting of removing and replacing curb ramps to standard, push buttons, concrete pavement, asphalt patching, sodding and signs located SH-88, SH 75, and SH 177; US-285D in Arapahoe County, CO	Amanda Dawley	prime
				87.07%			Annual contract to fix various areas. Sidewalk/Cross pans/Curb and Gutter/ Chase Drains/ Inlet Modifications	Amanda Dawley	prime

Project Name	Owner's Name, Address, Contact Name & Phone No.	Initial Contract \$ Amount	Final Contract \$ Amount	% of Self Performed Cost	Start Date	Comp Date	Project Description	Project Mgr	Prime or Sub
Plum Creek and Lake Gulch Fuel Station Improvements; Contract # 2020-07 S&S Fuels Management LLC; 7671 Shaffer Pkwy Littleton, CO 80127; Mark Perrino 303-898-2603; mark.perrino@gmail.com	City of Aurora, 15151 E Alameda Pkwy, Aurora, CO 80012; Matt Cresto - PM; 303-739-7100	795,793.91	804,740.11	51.03%	8/1/2021	3/18/2022	The work includes concrete median curb and gutter, splash guard, storm sewer installation, asphalt pavement patching, subgrade preparation, improved signage and striping, signal modifications, excavation of existing soil and backfill preparation for PROS median landscaping installation	Cameron Greer	prime
C R100-288 CDOT 22023R Region 1 Ramps Colorado Blvd	S&S Fuels Management LLC; 7671 Shaffer Pkwy Littleton, CO 80127; Mark Perrino 303-898-2603; mark.perrino@gmail.com	181,277.00	168,951.00	3.46%	7/1/2020	6/1/2022	Construction of barrier adjacent between Country line and Dry Creek on I-25. Scope of work includes: installing type 9 barrier on the pavement and lining up with existing guardrail	Darian Ledezma	sub
CDOT 22388S SHE 0881-031 S Federal Blvd	CDOT R1 4670 Holly St. Unit D, Denver, CO 80216	2,326,141.00	1,491,595.65	66.23%	4/1/2021	6/1/2022	Construction and upgrading ADA curb ramps located in various locations in Region 1 in Denver County, CO	Amanda Dawley	prime
Safety Improvement SH088A MP 1.98 - 4.80	CDOT R1 2829 W Howard Pl, Denver, CO 80204	2,505,495.00	2,225,649.86	66.73%	3/1/2020	10/21/2022	Construct raised median along South Federal Boulevard (SH 088A) from Alameda Ave. (MP 1.98) to Vassar Ave. (MP 4.80). Includes removal of pavement, curb and gutter, median cover material, signing and striping.	Amanda Dawley	prime
ITB-18-18 Project #RE20-200 Arapahoe County Concrete Replacement Program 2020	Tony Brindisi 303-512-4331; tony.brindisi@state.co.us	662,724.35	2,166,647.65	62.52%	4/1/2020	9/30/2022	Annual contract to fix various areas. Sidewalk/Cross pans/Curb and Gutter/ Chase Drains/ Inlet Modifications	Amanda Dawley	prime
I-76 & Hudson Bridge Widening I76 and SH52 Interchange - CRCC Project #20003; CDOT Project # IM 0761-226 (21432)	Arapahoe County 7600 S Peoria St, Englewood, CO 80112; David Beard: 303-874-6820	1,301,381.75	1,310,253.02	86.65%	6/1/2020	9/30/2022	Widening of SH52 over I76 Bridge. Piling, structural concrete, new approach slabs, and expansion joints	Al Chandler	sub
CDOT 22591 FBR 0252-486 (22927) I-25 South Gap Package 3	Plenary Roads Denver LLC; 1700 Lincoln St, Suite 3000, Denver CO 80203; Alese Ballard 310-809-1045; alese.ballard@plenarygroup.com	114,467.00	87,962.65	95.55%	5/1/2022		Remove old concrete pavement and replace with new concrete pavement	Onesimo Ledezma	sub
CDOT NHPP C0252-476 I-25 South GAP-Package 2	Kraemer North America LLC; PO Box 220 Plain WI 53577; Mike McNish 303-688-7500	6,152,901.00	6,765,145.98	90.32%	9/1/2019	11/30/2022	Concrete pavement, guardrail installation, bridge railing installation, curb and gutter Waiting to close	Al Chandler	sub
Central 70 Flatwork I-25 to Chambers Rd CDOT 21430 C 0704-241	Kraemer North America LLC; PO Box WI 53577; Mike McNish 303-688-7500	7,188,460.00	7,037,982.24	95.89%	3/11/2019	11/30/2022	Concrete pavement, guardrail installation, bridge railing installation, gutter. Waiting to close	Al Chandler	sub
US36 & Pecos Expan Jt Replacement	Kiewit Infrastructure; 160 Inverness Drive West, Suite 110, Englewood, CO 80022; Jeffrey Gaudet 303-319-5954	5,886,243.75	5,355,069.80	1.00	7/10/2019	6/30/2021	Rehabilitation of I-70 and adjacent roads by forming and placing concrete pavement, slipform, driveways, sidewalks various lengths and various types of curbs and gutter. Waiting to close	Amanda Dawley	sub
CDOT 21430 C 0704-241	Plenary Roads Denver; 1700 Lincoln St Suite 3000, Denver CO, 80202; Christian Guevara VP of OPS 303-803-9463	590,645.00	501,843.34	70.02%	10/1/2021	11/1/2022	Replacement of Bridge expansion device concrete pavement and patching. Waiting to close	Onesimo Ledezma	prime
18-HA4-ZG-0082 N I-25 Express Lanes Design/Build	Kiewit Infrastructure; 160 Inverness Drive West, Suite 110, Englewood, CO 80022; Jeffrey Gaudet 303-319-5954	5,886,243.75	5,355,069.80	99.81%	7/10/2019	2/28/2023	Rehabilitation of I-70 and adjacent roads by forming and placing concrete pavement, slipform, driveways, sidewalks various lengths and various types of curbs and gutter.	Amanda Dawley	sub
2018.627 Lowell Blvd Improvements Clear Creek to 62nd Ave	Kraemer/HC Joint Venture; 900 W CastleRock Road Suite 220, CastleRock, CO 80109 Nathan Corbin 303-688-7500	3,615,548.75	2,447,449.91	81.31%	9/1/2018	6/23/2023	Flatwork package.	Ron Krantz	sub
Regional Transportation District Contract #38FH029 15L Route Improvements	Adams County; 4430 S Adams County Pkwy, W200008 Brighton, CO 80601; Jennifer W. Shi 720-523-6968 Jshi@adccogov.org	3,761,864.30	4,511,882.29	62.10%	11/15/2018	4/20/2021	Project consists of widening roadway, installing curbs gutters, sidewalks curb ramps, storm sewer infrastructure, retaining wall, guardrail, pedestrian accommodations across the railroads right of ways, lowering water line, signing and striping.	Darian Ledezma	prime
	Regional Transportation District 1660 Blake Street, Denver, CO 80202 John Dawson 303-299-2215	8,699,700.00	10,439,432.00	71.64%	3/18/2019	7/28/2023	Improvement of 37 bus stops including erosion control, demolition and removal of pavement, sidewalks, and existing bus shelters, installation of new storm drainage, pavement, sidewalks, electrical systems, communications system, passenger information displays, bus shelters, and seeding/mulching.	Darian Ledezma	prime

Project Name	Owner's Name, Address, Contact Name & Phone No.	Initial Contract \$ Amount	Final Contract \$ Amount	% of Self Performed Cost	Start Date	Comp Date	Project Description	Project Mgr	Prime or Sub
Plum Creek Parkway Roadway Widening and Roundabout Improvements Phase 1B 2019-14	Town of Castle Rock, 4175 N Castleton Court, Castle Rock, CO 80109; Andrew Focht 303-660-1020	6,197,405.40	7,334,276.00		4/2/2020	2/14/2021	The work includes roadway widening, removing & replacing existing concrete pavement, and construction of two new roundabout intersections on Plum Creek Pkwy from Gilbert St to Eaton St. Installation of new storm sewer pipe, drainage inlets and manholes, removal of existing concrete, hot mix asphalt, concrete curb, sidewalk, gravity block retaining walls, erosion control, and landscape restoration along Plum Creek Pkwy.	Darian Ledezma	prime
CDOT 21430 C 0704-241	Kiewit Infrastructure, 160 Inverness Drive West, Suite 110, Englewood, CO 80022; Jeffrey Gaudet 303-319-5954	788,601.00	3,275,860.49	52.58%	6/1/2021	3/31/2023	Rehabilitation of I-70 and adjacent roads by forming and placing concrete pavement, slipform, driveways, sidewalks various lengths and various types of curbs and gutter.	Ron Krantz	sub
CDOT MP211, FBR 0702-385(22712)	CDOT 2829 W Howard Pl, Denver, CO 80202; Commerce City, 7887 E 60th Ave, Commerce City, CO 80022; Brent Soderlin 303-289-8170	301,270.00 1,230,027.35	304,770.00 1,203,211.27	98.98% 99.38%	7/1/2021 7/5/2021	3/31/2023 7/21/2023	Install Guardrails	Richard Ledezma	prime
E 112th Ave over Fulton Ditch Bridge Replacement 2020-01-PW, BRO M245-014 (22611)	CDOT 425 Corporate Cir. A 250, Golden, CO 80401; Jana Spiker 720-497-6959; jana.spiker@state.co.us	3,099,826.10	2,885,043.04	69.21%	2/1/2022	7/28/2023	Work scope includes: demolition of old bridge, utilities relocation, excavation and drilling; construction of new bridge, sidewalks, curb ramps, gutters; erosion control. Project consists of highway and bridge construction or maintenance consisting of replacement of existing traffic signals, located on C-470 KEN CARYL RAMP INTERSECTIONS in Jefferson County in the State of Colorado.	Peter Kubiak	prime
C4701-132 C-470 KEN CARYL INTERCHANGE IMPROVEMENTS CDOT 23124	Lowry Redevelopment Authority, 130 Rampart Way, suite 110, Denver, CO 80230; David Ravitz 571-749-8424; david.ravitz@matrixdesigngroup.com	368,347.00	355,495.50	29.23%	9/1/2022	5/26/2023	Installation of pedestrian crosswalk with median-island refuge east of Poplar St and 1st Ave; Installation of PRFB controlled pedestrian crosswalk. Modification of two corners (NE and SW) at intersection of 1st Ave and Quebec St to include R&R of the curb radius. HC ramps and surrounding flatwork and restoration of adjacent asphalt and striping.	Ron Krantz	prime
Quebec St & E 1st Ave Improvements				62.61%				Onesimo Ledezma	prime

Craig Leigh

CraigL@jalisco.org 303.901.1198

General Superintendent

Background: Seasoned construction industry professional since 1979, Craig Leigh has a strong background in all work types as a Highway and Heavy Civil General Superintendent. His extensive background in Road and Bridge Construction gives him the ability to supervise all project activities. Craig has strong abilities to work efficiently, safely and within budget.

Work Experience:

Jalisco International, Inc., Commerce City CO 2024-Present

General Superintendent

- Directly responsible for field management of all projects.
- Coordination and supervision of Project Superintendents.
- Assists the project teams to manage relationships with clients.
- Assist project teams with problem solving, resolving resource, and scheduling conflicts.

JKS Industries, Denver CO 2023-2024

Infrastructure Superintendent

Oversaw and supervised overall construction work for projects such as grading, demolition, heavy industrial and stormwater construction. Managed, assisted, and monitored project including project schedules, managing labor costs, and coordinating self-performance and subcontractor work. In charge of constructability review and preconstruction of projects that were bid on.

Hamon Infrastructure, Denver CO 1993-2023

General Superintendent

Oversaw and directed projects from conception to completion. Scheduled deliverables and tracked costs to ensure project completed on time and on budget. Supervised onsite trades and monitored compliance and safety. Craig assisted project managers with billing, scheduling, owner meetings and overall project needs.

Wycon Construction Co, Denver CO 1979-1993

General Superintendent

Started as a laborer, advanced to position of superintendent. Projects included bridges box culverts, channels and other concrete structures.

Self Employed Landscaper, Denver CO 1979

Immediately after high school, Craig started his own landscaping business. He successfully completed several commercial and residential projects. He learned the landscaping business working part time for a local landscaping company while in high school.

Craig Leigh

CraigL@jalisco.org 303.901.1198

General Superintendent

Notable Projects:

- **DIA Concourse C Excavation & Shoring Phase, Denver, CO**
 - Excavation & Shoring of foundation for DIA Concourse C expansion
 - Contract Amt \$14 million
- **North 1-25 Express Lanes: 120th to Northwest Parkway/E-470, CDOT, Thornton CO**
 - Construction of Multiple Bridges, Walls, New Roadway Construction and Utilities
 - Contract Amt \$56.4 million
- **CDOT Phase IV 1-25 & Santa Fe, CDOT, Denver CO**
 - Construction of Multiple Bridges and New Roadway Construction
 - Contract Amt \$26.4 million
- **US 40 Over Sand Creek, CDOT, Denver CO**
 - Bridge Replacement and Earthwork
 - Contract Amt \$5.8 million
- **City of Delta Confluence Drive and UPRR Truck Route, Delta CO**
 - Construction of Multiple Bridges, New Roadway, Earthwork and Utilities
 - Contract Amt \$20.0 million
- **1-25 & Santa Fe Drive Interchange Bridges, CDOT, Denver CO**
 - Construction of Multiple Bridges, New Roadway, Earthwork and Utilities
 - Contract Amt \$39.4 million
- **Southbound 1-25 Improvements, 20th Street to Speer, CDOT, Denver CO**
 - Bridge Replacement, Full Height Walls and Interstate Widening
 - Contract Amt \$12.6 million
- **1-225 & Colfax Interchange Phase II, CDOT, Aurora CO**
 - Construction of Multiple Bridges and New Roadway
 - Contract Amt \$14.7 million

Craig Leigh

CraigL@jalisco.org 303.901.1198

General Superintendent

- **I-270 Ext Phase II & III, CDOT, Adams County CO**
 - Bridge Construction, Earthwork, Storm and Concrete Paving
 - Contract Amt \$22.9 million
- **I-270 Ext Phase IV, CDOT, Adams County CO**
 - Bridge Construction, Earthwork, Storm and Concrete Paving
 - Contract Amt \$9.3 million
- **Parker Road & Arapahoe Road Grade Separation, CDOT, Arapahoe County CO**
 - Bridge Construction, Earthwork, New Roadway and Utilities
 - Contract Amt \$18.4 million

Education

- OSHA 30 Hr Cert
- TCS Certified
- UP & BNSF on Track Safety Training
- First Aid/AED/CPR Certified

Partial Project List

- Bambei-Walker Reservoir Fill, Commerce City, Colorado - RTD
- US 40 (Colfax) over Sand Creek, Aurora, Colorado - CDOT
- SH 93 Trail Crossing, Boulder County, Colorado - CDOT
- 1-25 & Santa Fe Interchange, Denver, Colorado - CDOT
- 1-25 Southbound 20th Street to Speer Blvd., Denver, Colorado - CDOT
- 1-225 & Colfax Interchange, Aurora, Colorado - City of Aurora
- Parker Road & Arapahoe Road Interchange - CDOT
- Ralston Creek Bridge, Arvada, Colorado - City of Arvada
- Confluence Drive Alternate Truck Route, Delta, Colorado - City of Delta
- Hull Street Bridge over UPRR, Clovis, New Mexico - City of Clovis
- 104th Avenue over 1-25, Northglenn, Colorado - CDOT
- SH 16 & SH 85 El Paso County, Colorado - CDOT
- Bridge over St Charles River, Pueblo, Colorado - CDOT
- Wadsworth Bypass @ Grandview over BNSF RR, Arvada, Colorado - CDOT
- SH 58 & Washington Interchange, Golden, Colorado - CDOT
- Crystal Valley Parkway, Douglas County Colorado - Douglas County
- North St. Vrain Creek, Lyons, Colorado - CDOT

Craig Leigh

CraigL@jalisco.org 303.901.1198

General Superintendent

- Pine Lane Extension, Parker, Colorado - Town of Parker
- Hess Road Phase 1 over Cherry Creek, Parker, Colorado - Town of Parker
- St. Mary's Bridge, Estes Park, Colorado - CDOT
- SH 2 Flyover over Colorado Blvd., Denver, Colorado - CDOT
- Airport Road Widening, Longmont Colorado - City of Longmont
- 24 Road Bridge Replacement over 1-70, Grand Junction, Colorado - CDOT
- Huron Street 140th to 150th Avenue Improvements, Phase II, Westminster, Colorado - City of Westminster
- Mainstreet Expansion, Parker, Colorado, Town of Parker
- Wonderland Creek @ Highway 119, Boulder, Colorado - Boulder County
- Highland Pedestrian Bridge over 1-25, Denver, Colorado - CDOT
- Valmont Road, Boulder, Colorado — City of Boulder
- State Highway 2 Flyover @ Vasquez Boulevard, Denver, Colorado - CDOT
- Weld County Bridge over Sheep's Draw, Greeley, Colorado - City of Greeley
- 29 Road Bridge over the Colorado River, Grand Junction, Colorado - Mesa County
- Huron Street 128th to 144th Ave Improvements, Phase I, Westminster, Colorado - City of Westminster
- Castle Pines Interchange, Parker, Colorado - Douglas County
- State Highway 7 & 96th Street Interchange, Louisville, Colorado - City of Louisville

Juergen “Yogi” Grandcourt
YogiG@jalisco.org 303.842.3661
Project Superintendent

Background: Seasoned construction industry professional since 1974, Yogi Grandcourt has many years of experience in many construction types as a Project Superintendent. He is a take-charge and hands-on superintendent who is mechanically inclined. Yogi has strong leadership abilities, an intuitive ability in structural matters, strong layout skills, coordination and scheduling of subcontractors, suppliers and the different trades required to complete a project. Good communication skills, able to communicate with owners, architects, engineers and inspectors.

Work Experience:

Jalisco International, Inc., Commerce City CO 2012-Present
Project Superintendent

- Directly responsible for field management of multiple projects
- Manages relationships with multiple subcontractors for multiple jobs.
- Major Projects:
 - o Lemon Gulch Trail Improvement for Town of Parker \$2.5 million
 - o Arapahoe Rd over Big Dry Creek for the City of Centennial \$10.6 million
 - o I-25 S Gap Project Pkg 1-3, Sub to Kraemer NA for 100k lf of Barrier \$26 million
 - o 120th Connection for CDOT in Broomfield \$25.5 million

Flatiron Constructors, Longmont CO 2008-2009
Structures Foreman

Olympian Construction, Nashville TN 2006-2007
Commercial Superintendent

- Thornton Cancer Care Center

Tri State Excavating, Westminster CO 2002-2005
Owner Operator

Palmer Enterprises, Inc., Denver CO 1983-2002
Commercial Superintendent

- Project Superintendent for construction of Tenant finish and remodel to new construction, ranging from mall shop remodeling to lofts and new shopping centers
- Shopping center at Kipling Blvd. & I-470, ground-up construction of site.
- Blake Street Lofts, Denver CO
- College View Elementary School, Denver, CO

Juergen “Yogi” Grandcourt
YogiG@jalisco.org 303.842.3661
Project Superintendent

Cillessen Construction Co, Arvada CO 1974-1983

Commercial Superintendent

- Cillessen Const. Co. was involved in construction of schools, hospitals and HUD high rise elderly housing projects. My responsibilities with Cillessen Constr. ranged from foreman to superintendent
- Rocky Flats Business Park, SH 72, Golden CO Offices and Industrial warehouses
- HUD Low Income Housing, Ft. Collins, CO., multi-story housing structures for HUD. Ground up construction, structural steel shell.

US Marine Corps, Vietnam Veteran 1966-1968

Engr Equipment Mechanic, MOS 1341

Education

- Metro State College, Denver CO
- Univ Northern Colorado, Greeley, CO
- Wasson High School, Colorado Springs CO
- 30 Hr Cert
- TCS Certified
- UP & BNSF on Track Safety Training
- First Aid/AED/CPR Certified

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

JALISCO INTERNATIONAL, INC.

is a

Corporation

formed or registered on 08/01/1985 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871631668 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/03/2024 that have been posted, and by documents delivered to this office electronically through 07/08/2024 @ 16:44:25 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/08/2024 @ 16:44:25 in accordance with applicable law. This certificate is assigned Confirmation Number 16189091 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Tag 1		Description	Seller
SUB		TS-Traffic Signal Work	Lighthouse Electrical -- Samatha Larson
SUB		HMA Work	Elite Surface Infrastructure -- Van Miranda
SUB		Survey Work	King Surveyors -- Zane Bullard
SUB		TC-Traffic Control Work	DCG Enterprises -- Garret Iwata
SUB		Eros Cont Work; LS-Landscaping Work	Powell Restoration Inc. -- Drew Bartok
SUB		Cement & Lime Base	ARS Companies -- Seth Johannes
SUB		Health & Safety Work	Cascade Environmental -- Matthew Koch
SUB		Signs-Perm Work	Work Zone Traffic Control LLC
SUB (Subcontractor) Total			
SUP		Agg Supply	Aggregate Logistics, LLC -- Jason Snell
SUP		Precast Storm Supply	Oldcastle Precast -- Mike Hale
SUP		Pipe- RCP Supply	Rinker Materials -- Mark Walter
SUP		Conc Supply	Burnco Colorado LLC -- Justin Cutler
SUP		Eros Cont Supply	Bowman Construction Supply -- Anderson Ryan
SUP		Agg Supply	Burnco Colorado LLC -- Justin Cutler
SUP (Supplier) Total			

SECTION 00501
TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT
Project Number IFB 2024-002 3rd-Welker Intersection Improvements

This CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into by and between the TOWN OF MEAD, COLORADO, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “**Town**” or “**Owner**”), and JALISCO INTERNATIONAL, INC., a Colorado corporation, whose address is 6663 Colorado Boulevard, Commerce City, Colorado 80022 (the “**Contractor**”).

RECITALS

WHEREAS, the Town desires to obtain all necessary components to complete the scope of work for the above-referenced Project; and

WHEREAS, the Town received bids or proposals for the Project, including one from the Contractor (“**Bid Proposal**”); and

WHEREAS, the Town has reviewed the Bid Proposal from the Contractor for the completion of the Project, and the Town finds said Bid Proposal acceptable; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement and all other Contract Documents.

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:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement (“**Work**” or “**Scope of Work**”). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner’s official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor’s bid, or part thereof.

2.00 THE CONTRACT DOCUMENTS: This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. The Contract Documents consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in the Contract Documents as fully as if they were set forth in this Agreement in full. The Contract Documents consist of, without limitation, the following documents:

1. Invitation for Bid or Request for Proposals and Instructions to Bidders

2. Contractor's Bid Form (with Unit Pricing as indicated), which is **Exhibit A** to this Agreement
 3. This Construction Agreement and any addendums, exhibits or attachments to this Agreement
 4. Performance and Payment Bond
 5. Bid Proposal
 6. Notice of Award
 7. Notice to Proceed
-
8. Bid Bond (Minimum 10% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)
 9. General Conditions
 10. The following documents if the box is checked:
 - ☒ CDOT Project Special Provisions
 - ☒ CDOT Standard Special Provisions (including DBE Requirements and Required Contract Provisions – Federal-Aid Construction Contracts)
 - ☒ Design Documents, including all Drawings and Plans
 - ☒ Project Specifications
 - ☒ Addendum #1 (issued September 3, 2024)
 - ☒ Addendum #2 (issued September 6, 2024)
 - ☒ The following manual of construction design standards and specifications:
 - Town of Mead Design Standards and Construction Specifications
 - Colorado Department of Transportation Standard Specifications for Road and Bridge Construction and M&S Standard Plans
 - ☒ Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
 - ☒ Others:
 - Final Geotechnical Engineering Study and Pavement Thickness Design, Welker Avenue and 3rd Street Intersection Improvements, Mead, Colorado, Kumar and Associates, December 18, 2020, Revised August 2, 2023
 - Drainage Report, FHU

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through December 31, 2025, or until the Scope of Work is completed. The Contractor shall commence the Work within the timeframe or by the date stated in the Notice to Proceed or, if no Notice to Proceed is issued, within 30 days of the date of this Agreement. Contractor shall complete the Work within the time stated in the Notice to Proceed or, if no Notice to Proceed is issued, within 185 days of the date of this Agreement.

4.00 LIQUIDATED DAMAGES: All time limits stated in this Agreement and the Contract Documents are of the essence of the Agreement. The Town and Contractor recognize the completion of the work as shown in the contractual time frame, or as extended, is important to the ongoing operations of the Town and its citizens. They also recognize that delays include expenses to the Town for extended manpower commitments, outside consultant commitments, and potentially other legal fees to extend the project beyond the expected time period.

☒ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$2,500.00 per day** for each day after the contract time frame expires.

☐ If this box is checked, in addition to or in lieu of the daily damages (if checked above), Contractor agrees that lump sum liquidated damages (not penalties) may be assessed by the Town in a lump sum payment of \$_____.00 if the work is not completed by _____, 20__.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore an amount not to exceed **FIVE MILLION EIGHT HUNDRED NINETY-FOUR THOUSAND SEVEN HUNDRED THIRTY-NINE DOLLARS AND THIRTY CENTS (\$5,894,739.30)** subject to adjustment as provided by the Contract Documents ("Contract Price"). The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. 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.
- b. By the 5th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with Article 91, Title 24, C.R.S.

6.00 ACCEPTANCE AND FINAL PAYMENT: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 24-91-103.

7.00 ADDITIONAL WORK: Should work beyond that described in the Contract Documents 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. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

8.00 CONTRACTOR'S REPRESENTATIONS: In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

- a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.
- b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
- c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.
- d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

9.00 INSURANCE: Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverages listed below, or as otherwise specifically required by the Contract Documents:

- a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.
- b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. 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 include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury

and property damage of not less ONE MILLION DOLLARS (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.

- d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.
- e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$____,000,000).
- f. All policies of insurance required by the "Railroad Insurance" section of the CDOT Standard Special Provisions, including but not limited to Railroad Protective Public Liability and Property Damage insurance in the specific amount(s) required by the Contract Documents.
- g. All other policies of insurance required by the Contract Documents, in the specific amount(s) set forth and required by the Contract Documents.

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles. Where required by the Contract Documents, the policies required above shall also be endorsed to include the Colorado Department of Transportation (CDOT).

Each certificate of insurance shall identify this Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, 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 of insurance 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.

10.00 BONDS: Contractor shall furnish a performance bond and payment bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not

limited to the guaranty period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

11.00 NO WAIVER OF GOVERNMENTAL IMMUNITY: The parties hereto understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement or the remainder of the Contract Documents, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the parties, their officers, agents or their employees.

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, its agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Contract; provided, however, that Contractor's obligations and liability hereunder shall not exceed the amount represented by the degree or percentage of negligence or fault attributable to the Contractor or any officer, employee, representative, agent, subcontractor, or other person acting under Contractor's direction or control, as determined pursuant to C.R.S. § 13-50.5-102(8)(c).

13.00 TERMINATION FOR CONVENIENCE: This Agreement and the performance of the Scope of Work hereunder may be terminated at any time in whole, or from time to time in part, by the Town for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice ("**Notice of Termination**") specifying the extent to which performance of the Scope of Work is terminated and the date upon which termination becomes effective. If the Agreement is terminated, the Contractor shall be paid on a pro-rated basis of work status satisfactorily completed, under the detailed Scope of Work. The portion of the Scope of Work satisfactorily completed but not yet accepted by the Town shall be determined by the Town.

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

- (1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:
 - a. Contractor fails to initiate the Scope of Work at the agreed upon time;
 - b. The Contractor unnecessarily or unreasonably delays the performance of the Scope of Work;
 - c. The Contractor does not complete the Scope of Work within the time specified or within the time to which completion of the Scope of Work has been extended;

- d. Contractor fails to make prompt payments for labor, materials or to subcontractors;
 - e. Contractor willfully violates this Agreement or disregards laws, ordinances or instructions of the Town;
 - f. Contractor abandons performance of the Scope of Work;
 - g. The Contractor assigns, transfers or sublets this Agreement or any part thereof without Town approval;
 - h. Contractor becomes insolvent or adjudged bankrupt; or
 - i. Contractor refuses to remove materials or perform any work within the Scope of Work that has been rejected as defective or unsuitable.
- (2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

15.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION:

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. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

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 MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

To the maximum extent permitted by law, the 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.

16.00 GOVERNING LAW AND VENUE: Venue for any and all legal matters regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Weld County, State of Colorado. This transaction shall be governed by the laws of the State of Colorado.

17.00 ASSIGNMENT: The Contractor shall not assign any of his rights or obligations under this Agreement without the prior written consent of the Town. Upon any assignment, even though consented to by the Owner, the Contractor shall remain liable for the performance of the work under this agreement.

18.00 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 Mead, Colorado.

19.00 INVALID SECTIONS: Should any section of this Agreement be found to be invalid, it is agreed that all other sections shall remain in full force and effect as though severable from the invalid part.

20.00 NOTICE: 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 delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town:	Town of Mead Attn: Town Manager 441 Third Street, Mead, CO 80542 Email: hmigchelbrink@townofmead.org
With a copy to:	Michow Guckenberger McAskin LLP Attn: Mead Town Attorney 5299 DTC Boulevard, Suite 300 Greenwood Village, CO 80111 Email: mmcaskin@mgmfirm.com
Contractor:	Jalisco International, Inc. Attn: Richard Ledezma 6663 Colorado Boulevard, Commerce City, CO 80022 Email: rwl@jalisco.org

21.00 SURVIVAL: 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.

22.00 ATTORNEY'S FEES: If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

23.00 INTEGRATION AND AMENDMENT: This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the parties.

24.00 RIGHTS AND REMEDIES: Any 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.

25.00 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 shall not authorize assignment.

26.00 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 subcontractor 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.

27.00 CONFLICT BETWEEN DOCUMENTS: 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. In the event of a conflict between any of the Contract Documents, the following order of precedence shall apply: (1) change orders, (2) this Agreement, as may be amended, (3) special provisions, (4) general and supplementary conditions, (5) design standards and specifications, including any addenda, (6) design documents, and (7) any other Contract Documents, with the more specific or stricter provision controlling.

28.00 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, pandemics, 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.

29.00 PROTECTION OF PERSONAL IDENTIFYING INFORMATION: In the event the Work includes or requires the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

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

31.00 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.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Construction Agreement to be executed on the dates written below.

TOWN OF MEAD

Colleen G. Whitlow, Mayor

Date of signature: _____, 2024

ATTEST:

Mary E. Strutt, Town Clerk

CONTRACTOR SIGNATURE PAGE FOLLOWS

EXHIBIT A
CONTRACTOR'S FORM OF BID

[See attached document]

October 4, 2024

Town of Mead
Erika Rasmussen, P.E.
Town Engineer/Public Works Director
441 3rd Street
Mead, CO 80542

*3rd & Welker Intersection Improvements
Bid Award Recommendation*

Dear Ms. Rasmussen:

On September 20th, 2024, at 2:00p.m. the Town of Mead opened public bids for the 3rd & Welker Intersection Improvement Project. Ten total bids were received with the low bid amount of \$5,894,739.30 by Jalisco International, Inc. Low bid determination was defined in the bid documents as the base bid tabulation of unit prices based on the summary of approximate quantities and the established force account items.

Dewberry reviewed and tabulated the bids and obtained the additional documentation for the request for concurrence to award from CDOT. Two bids were non-compliant and the top low 4 bidders were all within 5% of each other with the low bid coming in at 5% below the engineers estimate. Dewberry also checked references provided by Jalisco for projects completed within the last 5 years.

Kiewit – Reference: Paul Jacobson. Jalisco performed numerous scopes of work for Kiewit on the I-70 project in Denver as well as a pedestrian bridge over a BNSF railroad. Paul stated that Jalisco has been around for over 40 years doing business and was pleased with their flatwork, curb/gutter, medians, and misc. civil work as a subcontractor. He mentioned the project management side of delivering work as a prime contractor had its challenges, recommending early and full-time oversight. Paul would hire Jalisco again and emphasizing their quality site civil work.

CDOT Region 1 – Reference: Tony Brindisi. Jalisco performed roadway improvements and safety features on SH 088A in region 1 for CDOT. Tony stated that Jalisco performed quality work on time and within budget. He mentioned early on changes driven by adjacent stakeholders that impacted aspects of the project. Tony stated that Jalisco worked well to make adjustments and collaborated with the various parties to execute the changes in a fair and cost-effective manner. Tony would hire Jalisco again stating that they delivered a quality project.

Other references were contacted but did not return calls or provide responses. Dewberry will submit the request to CDOT for their concurrence to award. Based on CDOT's concurrence, the engineers estimate, total budget, and review of the bids and references we recommend that the 3rd & Welker Intersection Project be awarded to Jalisco International, Inc.

Ms. Erika Rasmussen, P.E.
3rd & Welker Intersection Improvements
October 4, 2024

Please contact me for any additional information or questions regarding this recommendation to award. I can be reached by phone and email; 970.702.1968, jshcaller@dewberry.com.

Sincerely,



Justin Schaller

PM/CM Department Manager

Attachments:

Bid tab, Contractor bid, Construction Agreement Project Number IFB 2024-002 3rd-Welker Intersection Improvements (Jalisco)



Item No.	Description	Unit	Contract Quantity	Engineers Estimate		Jalisco International		Defalco Construction Co.		Zak Dirt		Mountain Constructors		Chato's Concrete, LLC		Goodland Construction Inc		Capital		ABC Asphalt		TWX		Empire Demolition & Property Services	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
201-00000	CLEARING AND GRUBBING	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 28,275.49	\$ 28,275.49	\$43,000.00	\$ 43,000.00	\$ 65,216.67	\$ 65,216.67	\$ 10,000.00	\$ 10,000.00	\$ 46,000.00	\$ 46,000.00	\$ 49,865.00	\$ 49,865.00	\$ 23,780.00	\$ 23,780.00	\$ 45,000.00	\$ 45,000.00		\$ -
202-00001	REMOVAL OF STRUCTURE	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 3,400.00	\$ 3,400.00	\$ 6,664.98	\$ 6,664.98	\$4,500.00	\$ 4,500.00	\$ 2,411.50	\$ 2,411.50	\$ 5,000.00	\$ 5,000.00	\$ 6,025.00	\$ 6,025.00	\$ 4,917.00	\$ 4,917.00	\$ 11,300.00	\$ 11,300.00	\$ 4,500.00	\$ 4,500.00		\$ 17,200.00
202-00002	REMOVAL OF STRUCTURE (SPECIAL)	EACH	2	\$ 30,000.00	\$ 60,000.00	\$ 27,000.00	\$ 54,000.00	\$ 39,373.70	\$ 78,747.40	\$38,925.00	\$ 77,850.00	\$ 18,750.00	\$ 37,500.00	\$ 7,500.00	\$ 15,000.00	\$ 32,978.00	\$ 65,956.00	\$ 13,080.00	\$ 26,160.00	\$ 12,730.00	\$ 25,460.00	\$ 25,000.00	\$ 50,000.00		\$ -
202-00010	REMOVAL OF TREE	EACH	16	\$ 1,000.00	\$ 16,000.00	\$ 1,600.00	\$ 25,600.00	\$ 1,468.47	\$ 23,495.52	\$900.00	\$ 14,400.00	\$ 1,525.00	\$ 24,400.00	\$ 2,500.00	\$ 40,000.00	\$ 1,595.00	\$ 25,520.00	\$ 1,275.00	\$ 20,400.00	\$ 835.00	\$ 13,360.00	\$ 500.00	\$ 8,000.00		\$ -
202-00019	REMOVAL OF INLET	EACH	3	\$ 1,000.00	\$ 3,000.00	\$ 925.00	\$ 2,775.00	\$ 2,749.06	\$ 8,247.18	\$820.00	\$ 2,460.00	\$ 2,806.18	\$ 8,418.54	\$ 2,000.00	\$ 6,000.00	\$ 3,157.00	\$ 9,471.00	\$ 2,553.00	\$ 7,659.00	\$ 3,870.00	\$ 11,610.00	\$ 2,500.00	\$ 7,500.00		\$ -
202-00021	REMOVAL OF MANHOLE	EACH	2	\$ 1,200.00	\$ 2,400.00	\$ 1,050.00	\$ 2,100.00	\$ 3,573.53	\$ 7,147.06	\$1,500.00	\$ 3,000.00	\$ 2,806.18	\$ 5,612.36	\$ 2,500.00	\$ 5,000.00	\$ 3,800.00	\$ 7,600.00	\$ 2,547.00	\$ 5,094.00	\$ 3,230.00	\$ 6,460.00	\$ 3,500.00	\$ 7,000.00		\$ -
202-00027	REMOVAL OF RIPRAP	SY	41	\$ 100.00	\$ 4,100.00	\$ 14.50	\$ 594.50	\$ 20.30	\$ 832.30	\$15.00	\$ 615.00	\$ 37.43	\$ 1,534.63	\$ 50.00	\$ 2,050.00	\$ 184.00	\$ 7,544.00	\$ 95.80	\$ 3,927.80	\$ 66.00	\$ 2,706.00	\$ 125.00	\$ 5,125.00		\$ -
202-00031	REMOVAL OF FIRE HYDRANT	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 1,930.00	\$ 9,650.00	\$ 2,600.73	\$ 13,003.65	\$2,000.00	\$ 10,000.00	\$ 2,184.38	\$ 10,921.90	\$ 1,500.00	\$ 7,500.00	\$ 4,395.00	\$ 21,975.00	\$ 3,989.00	\$ 19,945.00	\$ 3,660.00	\$ 18,300.00	\$ 2,500.00	\$ 12,500.00		\$ -
202-00032	REMOVAL OF VALVE	EACH	7	\$ 500.00	\$ 3,500.00	\$ 1,670.00	\$ 11,690.00	\$ 1,486.13	\$ 10,402.91	\$650.00	\$ 4,550.00	\$ 1,638.28	\$ 11,467.96	\$ 2,500.00	\$ 17,500.00	\$ 1,986.00	\$ 13,902.00	\$ 397.00	\$ 2,779.00	\$ 1,790.00	\$ 12,530.00	\$ 500.00	\$ 3,500.00		\$ -
202-00033	REMOVAL OF PIPE	LF	195	\$ 60.00	\$ 11,700.00	\$ 35.00	\$ 6,825.00	\$ 94.48	\$ 18,423.60	\$45.00	\$ 8,775.00	\$ 29.17	\$ 5,688.15	\$ 50.00	\$ 9,750.00	\$ 46.00	\$ 8,970.00	\$ 34.10	\$ 6,649.50	\$ 88.00	\$ 17,160.00	\$ 100.00	\$ 19,500.00		\$ -
202-00200	REMOVAL OF SIDEWALK	SY	840	\$ 30.00	\$ 25,200.00	\$ 18.00	\$ 15,120.00	\$ 7.91	\$ 6,644.40	\$9.30	\$ 7,812.00	\$ 21.08	\$ 17,707.20	\$ 21.00	\$ 17,640.00	\$ 21.60	\$ 18,144.00	\$ 20.10	\$ 16,884.00	\$ 25.00	\$ 21,000.00	\$ 20.00	\$ 16,800.00		\$ 740.00
202-00202	REMOVAL OF GUTTER	LF	672	\$ 30.00	\$ 20,160.00	\$ 15.00	\$ 10,080.00	\$ 8.28	\$ 5,564.16	\$10.00	\$ 6,720.00	\$ 5.56	\$ 3,736.32	\$ 10.00	\$ 6,720.00	\$ 9.00	\$ 6,048.00	\$ 11.30	\$ 7,593.60	\$ 6.00	\$ 4,032.00	\$ 20.00	\$ 13,440.00		\$ -
202-00203	REMOVAL OF CURB AND GUTTER	LF	382	\$ 12.00	\$ 4,584.00	\$ 24.70	\$ 9,435.40	\$ 6.98	\$ 2,666.36	\$5.50	\$ 2,101.00	\$ 5.56	\$ 2,123.92	\$ 12.00	\$ 4,584.00	\$ 10.50	\$ 4,011.00	\$ 13.10	\$ 5,004.20	\$ 7.00	\$ 2,674.00	\$ 20.00	\$ 7,640.00		\$ -
202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	40	\$ 25.00	\$ 1,000.00	\$ 37.00	\$ 1,480.00	\$ 11.11	\$ 444.40	\$38.00	\$ 1,520.00	\$ 22.98	\$ 919.20	\$ 22.00	\$ 880.00	\$ 24.50	\$ 980.00	\$ 18.60	\$ 744.00	\$ 67.00	\$ 2,680.00	\$ 50.00	\$ 2,000.00		\$ -
202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	3,649	\$ 40.00	\$ 145,960.00	\$ 19.75	\$ 72,067.75	\$ 10.63	\$ 38,788.87	\$15.00	\$ 54,735.00	\$ 23.17	\$ 84,547.33	\$ 25.00	\$ 91,225.00	\$ 37.50	\$ 136,837.50	\$ 17.20	\$ 62,762.80	\$ 22.00	\$ 80,278.00	\$ 25.00	\$ 91,225.00		\$ -
202-00220	REMOVAL OF ASPHALT MAT	SY	6,712	\$ 20.00	\$ 134,240.00	\$ 20.75	\$ 139,274.00	\$ 6.38	\$ 42,822.56	\$7.00	\$ 46,984.00	\$ 6.38	\$ 42,822.56	\$ 20.00	\$ 134,240.00	\$ 15.50	\$ 104,036.00	\$ 14.00	\$ 93,968.00	\$ 10.00	\$ 67,120.00	\$ 15.00	\$ 100,680.00		\$ -
202-01000	REMOVAL OF FENCE	LF	245	\$ 5.00	\$ 1,225.00	\$ 12.25	\$ 3,001.25	\$ 3.97	\$ 972.65	\$4.00	\$ 980.00	\$ 5.52	\$ 1,352.40	\$ 10.00	\$ 2,450.00	\$ 7.00	\$ 1,715.00	\$ 17.60	\$ 4,312.00	\$ 19.00	\$ 4,655.00	\$ 25.00	\$ 6,125.00		\$ -
202-00250	REMOVAL OF PAVEMENT MARKING	SF	5,542	\$ 1.00	\$ 5,542.00	\$ 2.75	\$ 15,240.50	\$ 3.71	\$ 20,560.82	\$1.00	\$ 5,542.00	\$ 4.38	\$ 24,273.96	\$ 5.00	\$ 27,710.00	\$ 4.00	\$ 22,168.00	\$ 1.15	\$ 6,373.30	\$ 5.00	\$ 27,710.00	\$ 5.00	\$ 27,710.00		\$ -
202-00810	REMOVAL OF GROUND SIGN	EACH	16	\$ 100.00	\$ 1,600.00	\$ 235.00	\$ 3,760.00	\$ 160.69	\$ 2,571.04	\$150.00	\$ 2,400.00	\$ 102.73	\$ 1,643.68	\$ 50.00	\$ 800.00	\$ 290.00	\$ 4,640.00	\$ 83.70	\$ 1,339.20	\$ 174.00	\$ 2,784.00	\$ 250.00	\$ 4,000.00		\$ -
202-04002	CLEAN CULVERT	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 2,200.00	\$ 4,400.00	\$ 2,781.20	\$ 5,562.40	\$3,500.00	\$ 7,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,441.00	\$ 2,882.00	\$ 3,985.00	\$ 7,970.00	\$ 2,880.00	\$ 5,760.00	\$ 3,500.00	\$ 7,000.00		\$ -
202-04005	CLEAN VALVE BOX	EACH	29	\$ 200.00	\$ 5,800.00	\$ 700.00	\$ 20,300.00	\$ 234.86	\$ 6,810.94	\$290.00	\$ 8,410.00	\$ 93.75	\$ 2,718.75	\$ 300.00	\$ 8,700.00	\$ 824.00	\$ 23,896.00	\$ 338.00	\$ 9,802.00	\$ 120.00	\$ 3,480.00	\$ 350.00	\$ 10,150.00		\$ -
203-00000	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	2,725	\$ 30.00	\$ 81,750.00	\$ 64.00	\$ 174,400.00	\$ 18.68	\$ 50,903.00	\$47.32	\$ 128,947.00	\$ 41.63	\$ 113,441.75	\$ 70.00	\$ 190,750.00	\$ 33.00	\$ 89,925.00	\$ 43.30	\$ 117,992.50	\$ 53.00	\$ 144,425.00	\$ 50.00	\$ 136,250.00		\$ -
203-01597	POTHOLING	HOURL	48	\$ 250.00	\$ 12,000.00	\$ 270.00	\$ 12,960.00	\$ 422.74	\$ 20,291.52	\$285.00	\$ 13,680.00	\$ 286.80	\$ 13,766.40	\$ 400.00	\$ 19,200.00	\$ 272.00	\$ 13,056.00	\$ 261.00	\$ 12,528.00	\$ 278.00	\$ 13,344.00	\$ 350.00	\$ 16,800.00		

420-00132	GEOTEXTILE (SEPARATOR)(CL 1)	SY	407	\$ 5.00	\$ 2,035.00	\$ 4.75	\$ 1,933.25	\$ 5.70	\$ 2,319.90	\$8.00	\$ 3,256.00	\$ 5.39	\$ 2,193.73	\$ 9.00	\$ 3,663.00	\$ 9.00	\$ 3,663.00	\$ 5.20	\$ 2,116.40	\$ 16.00	\$ 6,512.00	\$ 75.00	\$ 30,525.00	\$ -	\$ -
503-00012	DRILLED SHAFT (12 INCH)	LF	4	\$ 200.00	\$ 800.00	\$ 265.00	\$ 1,060.00	\$ 606.92	\$ 2,427.68	\$605.00	\$ 2,420.00	\$ 505.20	\$ 2,020.80	\$ 550.00	\$ 2,200.00	\$ 2,468.00	\$ 9,872.00	\$ 516.00	\$ 2,064.00	\$ 585.00	\$ 2,340.00	\$ 525.00	\$ 2,100.00	\$ -	\$ -
503-00018	DRILLED SHAFT (18 INCH)	LF	20	\$ 200.00	\$ 4,000.00	\$ 240.00	\$ 4,800.00	\$ 699.63	\$ 13,992.60	\$280.00	\$ 5,600.00	\$ 273.60	\$ 5,472.00	\$ 300.00	\$ 6,000.00	\$ 657.00	\$ 13,140.00	\$ 265.00	\$ 5,300.00	\$ 317.00	\$ 6,340.00	\$ 625.00	\$ 12,500.00	\$ -	\$ -
503-00024	DRILLED SHAFT (24 INCH)	LF	8	\$ 250.00	\$ 2,000.00	\$ 490.00	\$ 3,920.00	\$ 862.79	\$ 6,902.32	\$860.00	\$ 6,880.00	\$ 558.00	\$ 4,464.00	\$ 600.00	\$ 4,800.00	\$ 1,523.00	\$ 12,184.00	\$ 573.50	\$ 4,588.00	\$ 647.00	\$ 5,176.00	\$ 1,050.00	\$ 8,400.00	\$ -	\$ -
503-00036	DRILLED SHAFT (36 INCH)	LF	76	\$ 300.00	\$ 22,800.00	\$ 850.00	\$ 64,600.00	\$ 945.61	\$ 71,866.36	\$995.00	\$ 75,620.00	\$ 968.40	\$ 73,598.40	\$ 1,100.00	\$ 83,600.00	\$ 1,022.00	\$ 77,672.00	\$ 937.00	\$ 71,212.00	\$ 1,120.00	\$ 85,120.00	\$ 1,050.00	\$ 79,800.00	\$ -	\$ -
506-00209	RIPRAP (9 INCH)	CY	31	\$ 350.00	\$ 10,850.00	\$ 265.00	\$ 8,215.00	\$ 1,254.00	\$ 3,887.40	\$140.00	\$ 4,960.00	\$ 169.29	\$ 5,247.99	\$ 200.00	\$ 6,200.00	\$ 144.00	\$ 4,464.00	\$ 181.50	\$ 5,626.50	\$ 213.00	\$ 6,603.00	\$ 350.00	\$ 10,850.00	\$ -	\$ -
506-00212	RIPRAP (12 INCH)	CY	95	\$ 300.00	\$ 28,500.00	\$ 265.00	\$ 25,175.00	\$ 1,24.17	\$ 11,796.15	\$160.00	\$ 15,200.00	\$ 172.66	\$ 16,402.70	\$ 500.00	\$ 47,500.00	\$ 158.00	\$ 15,010.00	\$ 165.00	\$ 15,675.00	\$ 217.00	\$ 20,615.00	\$ 375.00	\$ 35,625.00	\$ -	\$ -
514-00048	PEDESTRIAN RAILING (48 INCH)	LF	63	\$ 250.00	\$ 15,750.00	\$ 270.00	\$ 17,010.00	\$ 228.68	\$ 14,406.84	\$222.00	\$ 13,986.00	\$ 225.00	\$ 14,175.00	\$ 300.00	\$ 18,900.00	\$ 453.00	\$ 28,539.00	\$ 200.50	\$ 12,631.50	\$ 252.00	\$ 15,876.00	\$ 750.00	\$ 47,250.00	\$ -	\$ -
601-01000	CONCRETE CLASS B	CY	16	\$ 1,000.00	\$ 16,000.00	\$ 1,600.00	\$ 25,600.00	\$ 1,840.84	\$ 29,453.44	\$2,000.00	\$ 32,000.00	\$ 1,471.09	\$ 23,537.44	\$ 1,700.00	\$ 27,200.00	\$ 1,096.00	\$ 17,536.00	\$ 2,416.00	\$ 38,656.00	\$ 1,780.00	\$ 28,480.00	\$ 1,500.00	\$ 24,000.00	\$ -	\$ -
603-01180	18 INCH REINFORCED CONCRETE PIPE (CIP)	LF	178	\$ 180.00	\$ 32,040.00	\$ 103.00	\$ 18,334.00	\$ 167.26	\$ 29,772.28	\$104.00	\$ 18,512.00	\$ 121.07	\$ 21,550.46	\$ 400.00	\$ 71,200.00	\$ 147.00	\$ 26,166.00	\$ 173.50	\$ 30,705.00	\$ 321.00	\$ 57,138.00	\$ 125.00	\$ 22,250.00	\$ -	\$ -
603-01245	24 INCH REINFORCED CONCRETE PIPE (CIP)	LF	193	\$ 170.00	\$ 32,810.00	\$ 210.00	\$ 40,530.00	\$ 235.93	\$ 45,534.49	\$151.00	\$ 29,143.00	\$ 190.64	\$ 36,793.52	\$ 500.00	\$ 96,500.00	\$ 192.00	\$ 37,056.00	\$ 272.50	\$ 52,785.50	\$ 456.00	\$ 88,008.00	\$ 150.00	\$ 28,950.00	\$ -	\$ -
603-01485	48 INCH REINFORCED CONCRETE PIPE (CIP)	LF	310	\$ 400.00	\$ 124,000.00	\$ 375.00	\$ 116,250.00	\$ 393.96	\$ 122,127.60	\$393.00	\$ 121,830.00	\$ 412.29	\$ 127,809.90	\$ 700.00	\$ 217,000.00	\$ 439.00	\$ 136,090.00	\$ 543.00	\$ 168,330.00	\$ 709.00	\$ 219,790.00	\$ 350.00	\$ 108,500.00	\$ -	\$ -
603-02245	30x19 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (CIP)	LF	243	\$ 300.00	\$ 72,900.00	\$ 275.00	\$ 66,825.00	\$ 278.20	\$ 67,602.60	\$237.00	\$ 57,591.00	\$ 331.29	\$ 80,503.47	\$ 600.00	\$ 145,800.00	\$ 266.00	\$ 64,638.00	\$ 474.00	\$ 115,182.00	\$ 562.00	\$ 136,566.00	\$ 315.00	\$ 76,545.00	\$ -	\$ -
603-02365	45x29 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (CIP)	LF	189.0	\$ 400.00	\$ 75,600.00	\$ 360.00	\$ 68,040.00	\$ 360.58	\$ 68,149.62	\$351.00	\$ 66,339.00	\$ 442.40	\$ 83,613.60	\$ 800.00	\$ 151,200.00	\$ 388.00	\$ 73,332.00	\$ 658.00	\$ 124,362.00	\$ 739.00	\$ 139,671.00	\$ 400.00	\$ 75,600.00	\$ -	\$ -
603-02485	60x38 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (CIP)	LF	208.0	\$ 500.00	\$ 104,000.00	\$ 515.00	\$ 107,120.00	\$ 539.88	\$ 112,295.04	\$550.00	\$ 114,400.00	\$ 569.29	\$ 118,412.32	\$ 900.00	\$ 187,200.00	\$ 574.00	\$ 119,392.00	\$ 796.00	\$ 165,568.00	\$ 969.00	\$ 201,552.00	\$ 575.00	\$ 119,600.00	\$ -	\$ -
603-05018	18 INCH REINFORCED CONCRETE END SECTION	EACH	1.0	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,062.41	\$ 2,062.41	\$2,200.00	\$ 2,200.00	\$ 1,855.00	\$ 1,855.00	\$ 3,500.00	\$ 3,500.00	\$ 3,270.00	\$ 3,270.00	\$ 5,209.00	\$ 5,209.00	\$ 4,010.00	\$ 4,010.00	\$ 5,500.00	\$ 5,500.00	\$ -	\$ -
603-05148	60 INCH X 38 INCH REINFORCED CONCRETE END SECTION ELLIPTICAL (CIP)	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 6,150.00	\$ 6,150.00	\$ 6,857.19	\$ 6,857.19	\$15,000.00	\$ 15,000.00	\$ 5,572.50	\$ 5,572.50	\$ 8,500.00	\$ 8,500.00	\$ 7,758.00	\$ 7,758.00	\$ 17,723.00	\$ 17,723.00	\$ 8,460.00	\$ 8,460.00	\$ 11,500.00	\$ 11,500.00	\$ -	\$ -
604-00505	INLET TYPE D (5 FT)	EACH	6	\$ 6,000.00	\$ 36,000.00	\$ 6,280.00	\$ 37,680.00	\$ 12,719.13	\$ 76,314.78	\$5,650.00	\$ 33,900.00	\$ 8,365.81	\$ 50,194.86	\$ 11,000.00	\$ 66,000.00	\$ 11,186.00	\$ 67,116.00	\$ 10,915.00	\$ 65,490.00	\$ 16,060.00	\$ 96,360.00	\$ 5,500.00	\$ 33,000.00	\$ -	\$ -
604-19105	INLET TYPE R L 5 (5 FOOT)	EACH	1	\$ 6,000.00	\$ 6,000.00	\$ 8,200.00	\$ 8,200.00	\$ 8,601.93	\$ 8,601.93	\$9,500.00	\$ 9,500.00	\$ 9,522.56	\$ 9,522.56	\$ 6,500.00	\$ 6,500.00	\$ 10,339.00	\$ 10,339.00	\$ 14,612.00	\$ 14,612.00	\$ 14,160.00	\$ 14,160.00	\$ 5,800.00	\$ 5,800.00	\$ -	\$ -
604-19205	INLET TYPE R L 10 (5 FOOT)	EACH	4	\$ 7,000.00	\$ 28,000.00	\$ 12,800.00	\$ 51,200.00	\$ 12,381.88	\$ 49,527.52	\$11,500.00	\$ 46,000.00	\$ 13,961.88	\$ 55,847.52	\$ 12,000.00	\$ 48,000.00	\$ 15,139.00	\$ 60,556.00	\$ 21,189.00	\$ 84,756.00	\$ 18,610.00	\$ 74,440.00	\$ 13,250.00	\$ 53,000.00	\$ -	\$ -
604-30005	MANHOLE SLAB BASE (5 FOOT)	EACH	1	\$ 6,000.00	\$ 6,000.00	\$ 8,245.00	\$ 8,245.00	\$ 7,107.50	\$ 7,107.50	\$7,200.00	\$ 7,200.00	\$ 9,240.21	\$ 9,240.21	\$ 2,000.00	\$ 2,000.00	\$ 10,100.00	\$ 10,100.00	\$ 11,249.00	\$ 11,249.00	\$ 12,880.00	\$ 12,880.00	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -
604-30010	MANHOLE SLAB BASE (10 FOOT)	EACH	4	\$ 8,000.00	\$ 32,000.00	\$ 19,600.00	\$ 78,400.00	\$ 17,524.00	\$ 70,096.00	\$15,000.00	\$ 60,000.00	\$ 15,086.04	\$ 60,344.16	\$ 5,000.00	\$ 20,000.00	\$ 19,979.00	\$ 79,916.00	\$ 19,722.00	\$ 78,888.00	\$ 18,610.00	\$ 74,440.00	\$ 16,500.00	\$ 66,000.00	\$ -	\$ -
604-83104	4 INCH PLASTIC PIPE SEWER (POLYVINYL CHLORIDE)	LF	800	\$ 100.00	\$ 80,000.00	\$ 24.00	\$ 19,200.00	\$ 36.39	\$ 29,112.00	\$6.70	\$ 5,360.00	\$ 85.99	\$ 68,792.00	\$ 50.00	\$ 40,000.00	\$ 79.00	\$ 63,200.00	\$ 23.60	\$ 18,880.00	\$ 15.00	\$ 12,000.00	\$ 11.00	\$ 92,000.00	\$ -	\$ -
608-00000	CONCRETE SIDEWALK (6 INCH)	SY	3,130	\$ 80.00	\$ 250,400.00	\$ 68.00	\$ 212,840.00	\$ 88.30	\$ 276,379.00	\$82.00	\$ 256,660.00	\$ 78.26	\$ 244,953.80	\$ 89.00	\$ 278,570.00	\$ 90.90	\$ 284,517.00	\$ 84.10	\$ 263,233.00	\$ 63.00	\$ 197,190.00	\$ 115.00	\$ 359,950.00	\$ -	\$ -
608-00005	CONCRETE SIDEWALK (SPECIAL)	SY	51	\$ 150.00	\$ 7,650.00	\$ 405.00	\$ 20,655.00	\$ 333.89	\$ 17,028.39	\$400.00	\$ 20,400.00	\$ 559.38	\$ 28,528.38	\$ 93.00	\$ 4,743.00	\$ 206.00	\$ 10,506.00	\$ 305.50	\$ 15,580.50	\$ 91.00	\$ 4,641.00	\$ 215.00	\$ 10,965.00	\$ -	\$ -
608-00010	CONCRETE CURB RAMP	SY	377	\$ 250.00	\$ 93,750.00	\$ 203.00	\$ 76,531.00	\$ 169.20	\$ 63,788.40	\$185.00	\$ 69,745.00	\$ 193.60	\$ 72,987.20	\$ 130.00	\$ 49,010.00	\$ 172.00	\$ 64,844.00	\$ 154.00	\$ 58,058.00	\$ 143.00	\$ 53,911.00	\$ 250.00	\$ 94,250.00	\$ -	\$ -
608-00350	CONCRETE SIDEWALK (COLORED)	SY	167	\$ 150.00	\$ 25,050.00	\$ 104.00	\$ 17,368.00	\$ 109.48	\$ 18,283.16	\$100.00	\$ 16,700.00	\$ 121.20	\$ 20,240.40	\$ 108.00	\$ 18,036.00	\$ 162.00	\$ 27,054.00	\$ 115.50	\$ 19,288.50	\$ 127.00	\$ 21,209.00	\$ 175.00	\$ 29,225.00	\$ -	\$ -
608-10000	SIDEWALK DRAIN	LF	24	\$ 40.00	\$ 960.00	\$ 500.00	\$ 12,000.00	\$ 631.25	\$ 15,150.00	\$400.00	\$ 9,600.00	\$ 1,453.82	\$ 34,891.68	\$ 300.00	\$ 7,200.00	\$ 449.00	\$ 10,776.00	\$ 611.50	\$ 14,676.00	\$ 455.00	\$ 10,920.00	\$ 1,000.00	\$ 24,000.00	\$ -	\$ -
609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	2,046	\$ 40.00	\$ 81,840.00	\$ 28.00	\$ 57,288.00	\$ 37.10	\$ 75,906.60	\$45.00	\$ 92,070.00	\$ 32.53	\$ 66,556.38	\$ 27.00	\$ 55,242.00	\$ 40.00	\$ 81,840.00	\$ 31.80	\$ 65,062.80	\$ 24.00	\$ 49,104.00	\$ 68.00	\$ 139,128.00	\$ -	\$ -
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	3,686	\$ 42.00	\$ 154,812.00	\$ 29.00	\$ 106,894.00	\$ 39.98	\$ 147,366.28	\$55.00	\$ 202,730.00	\$ 37.15	\$ 136,934.90	\$ 30.00	\$ 110,580.00	\$ 45.00	\$ 165,870.00	\$ 35.50	\$ 130,853.00	\$ 25.00	\$ 92,150.00	\$ 71.00	\$ 261,706.00	\$ -	\$ -
609-24004	GUTTER TYPE 2 (4 FOOT)	LF	210	\$ 100.00	\$ 21,000.00	\$ 74.00	\$ 15,540.00	\$ 76.35	\$ 16,033.50	\$60.00	\$ 12,600.00	\$ 56.75	\$ 11,917.50	\$ 50.00	\$ 10,500.00	\$ 60.00	\$ 12,600.00	\$ 63.60	\$ 13,356.00	\$ 45.00	\$ 9,450.00	\$ 125.00	\$ 26,250.00	\$ -	\$ -
610-00030	MEDIAN COVER MATERIAL (CONCRETE)	SF	8,180	\$ 15.00	\$ 122,700.00	\$ 11.50	\$ 94,070.00	\$ 24.74	\$ 202,373.20	\$13.50	\$ 110,430.00	\$ 21.69	\$ 177,424.20	\$ 20.00	\$ 163,600.00	\$ 19.00	\$ 155,420.00	\$ 18.30	\$ 149,694.00	\$ 10.00	\$ 81,800.00	\$ 21.00	\$ 171,780.00	\$ -	\$ -
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	330	\$ 30.00	\$ 9,900.00	\$ 28.50	\$ 9,405.00	\$ 29.67	\$ 9,791.10	\$33.00	\$ 10,890.00	\$ 32.40	\$ 10,692.00	\$ 35.00	\$ 11,550.00	\$ 31.00	\$ 10,320.00	\$ 31.40	\$ 10,362.00	\$ 38.00	\$ 12,540.00	\$ 35.00	\$ 11,550.00	\$ -	\$ -
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	LF	660	\$ 35.00	\$ 23,100.00	\$ 32.50	\$ 21,450.00	\$ 37.08	\$ 24,472.80	\$38.00	\$ 25,080.00	\$ 37.20	\$ 24,552.00	\$ 40.00	\$ 26,400.00	\$ 36.00	\$ 23,760.00	\$ 36.00	\$ 23,760.00	\$ 43.00	\$ 28,380.00	\$ 40.00	\$ 26,400.00	\$ -	\$ -
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	250	\$ 30.00	\$ 7,500.00	\$ 30.50	\$ 7,625.00	\$ 25.96	\$ 6,490.00	\$36.00	\$ 9,000.00	\$ 34.80	\$ 8,700.00	\$ 38.00	\$ 9,500.00	\$ 33.00	\$ 8,250.00	\$ 33.70	\$ 8,425.00	\$ 40.00	\$ 10,000.00	\$ 35.00	\$ 8,750.00	\$ -	\$ -
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	310	\$ 35.00	\$ 10,850.00	\$ 32.50	\$ 10,075.00	\$ 34.61	\$ 10,729.10	\$38.00	\$ 11,780.00	\$ 37.20	\$ 11,532.00	\$ 40.00	\$ 12,400.00	\$ 36.00	\$ 11,160.00	\$ 36.00	\$ 11,160.00	\$ 43.00	\$ 13,330.00	\$ 40.00	\$ 12,400.00	\$ -	\$ -
613-07001	PULL BOX (TYPE I)	EACH	1	\$ 850.00	\$ 850.00	\$ 1,170.00	\$ 1,170.00	\$ 1,660.06	\$ 1,660.06	\$1,370.00	\$ 1,370.00	\$ 1,330.80	\$ 1,330.80	\$ 1,500.00	\$ 1,500.00	\$ 1,261.00	\$ 1,261.00	\$ 1,288.00	\$ 1,288.00	\$ 1,540.00	\$ 1,540.00	\$ 3,100.00	\$ 3,100.00	\$ -	\$ -
613-07004	PULL BOX (TYPE 4)	EACH	4	\$ 3,500.00	\$ 14,000.00	\$ 2,790.00																			

627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOP LINE)	SF	1,710	\$ 20.00	\$ 34,200.00	\$ 11.75	\$ 20,092.50	\$ 21.63	\$ 36,987.30	\$19.00	\$ 32,490.00	\$ 18.00	\$ 30,780.00	\$ 20.00	\$ 34,200.00	\$ 21.50	\$ 36,765.00	\$ 16.90	\$ 28,899.00	\$ 17.00	\$ 29,070.00	\$ 45.00	\$ 76,950.00		\$ -
629-01031	SURVEY MONUMENT TYPE 3A	EACH	1	\$ 500.00	\$ 500.00	\$ 1,160.00	\$ 1,160.00	\$ 1,236.09	\$ 1,236.09	\$1,850.00	\$ 1,850.00	\$ 1,875.00	\$ 1,875.00	\$ 5,000.00	\$ 5,000.00	\$ 4,262.00	\$ 4,262.00	\$ 5,693.00	\$ 5,693.00	\$ 696.00	\$ 696.00	\$ 5,000.00	\$ 5,000.00		\$ -
630-00000	FLAGGING	HR	2,000	\$ 30.00	\$ 60,000.00	\$ 34.75	\$ 69,500.00	\$ 56.86	\$ 113,720.00	\$42.00	\$ 84,000.00	\$ 39.60	\$ 79,200.00	\$ 50.00	\$ 100,000.00	\$ 37.50	\$ 75,000.00	\$ 38.30	\$ 76,600.00	\$ 42.00	\$ 84,000.00	\$ 85.00	\$ 170,000.00		\$ -
630-00007	TRAFFIC CONTROL INSPECTION	DAY	100	\$ 100.00	\$ 10,000.00	\$ 295.00	\$ 29,500.00	\$ 185.41	\$ 18,541.00	\$350.00	\$ 35,000.00	\$ 336.00	\$ 33,600.00	\$ 250.00	\$ 25,000.00	\$ 228.00	\$ 22,800.00	\$ 325.00	\$ 32,500.00	\$ 146.00	\$ 14,600.00	\$ 375.00	\$ 37,500.00		\$ -
630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	185	\$ 1,000.00	\$ 185,000.00	\$ 1,050.00	\$ 194,250.00	\$ 1,038.31	\$ 192,087.35	\$1,000.00	\$ 185,000.00	\$ 1,200.00	\$ 222,000.00	\$ 450.00	\$ 83,250.00	\$ 1,009.00	\$ 186,665.00	\$ 1,161.00	\$ 214,785.00	\$ 1,500.00	\$ 277,500.00	\$ 1,350.00	\$ 249,750.00		\$ -
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EACH	30	\$ 100.00	\$ 3,000.00	\$ 95.00	\$ 2,850.00	\$ 296.66	\$ 8,899.80	\$125.00	\$ 3,750.00	\$ 108.00	\$ 3,240.00	\$ 50.00	\$ 1,500.00	\$ 103.00	\$ 3,090.00	\$ 104.50	\$ 3,135.00	\$ 209.00	\$ 6,270.00	\$ 550.00	\$ 16,500.00		\$ -
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EACH	20	\$ 200.00	\$ 4,000.00	\$ 95.00	\$ 1,900.00	\$ 327.56	\$ 6,551.20	\$125.00	\$ 2,500.00	\$ 108.00	\$ 2,160.00	\$ 60.00	\$ 1,200.00	\$ 103.00	\$ 2,060.00	\$ 104.50	\$ 2,090.00	\$ 209.00	\$ 4,180.00	\$ 550.00	\$ 11,000.00		\$ -
630-80355	PORTABLE MESSAGE SIGN	EACH	8	\$ 3,000.00	\$ 24,000.00	\$ 7,370.00	\$ 58,960.00	\$ 10,815.76	\$ 86,526.08	\$3,500.00	\$ 28,000.00	\$ 8,400.00	\$ 67,200.00	\$ 5,000.00	\$ 40,000.00	\$ 3,000.00	\$ 24,000.00	\$ 8,129.00	\$ 65,032.00	\$ 11,010.00	\$ 88,080.00	\$ 30,000.00	\$ 240,000.00		\$ -
630-80358	FLASHING ARROW PANEL	EACH	4	\$ 2,000.00	\$ 8,000.00	\$ 2,100.00	\$ 8,400.00	\$ 2,966.61	\$ 11,866.44	\$500.00	\$ 2,000.00	\$ 2,400.00	\$ 9,600.00	\$ 3,000.00	\$ 12,000.00	\$ 2,273.00	\$ 9,092.00	\$ 2,323.00	\$ 9,292.00	\$ 2,340.00	\$ 9,360.00	\$ 14,500.00	\$ 58,000.00		\$ -
630-80360	DRUM CHANELIZING DEVICE	EACH	250	\$ 50.00	\$ 12,500.00	\$ 34.75	\$ 8,687.50	\$ 86.53	\$ 21,632.50	\$50.00	\$ 12,500.00	\$ 39.60	\$ 9,900.00	\$ 50.00	\$ 12,500.00	\$ 37.50	\$ 9,375.00	\$ 38.30	\$ 9,575.00	\$ 39.00	\$ 9,750.00	\$ 75.00	\$ 18,750.00		\$ -
700-70010	F/A MINOR CONTRACT REVISIONS	F/A	1	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00		\$ -
700-70023	F/A ON-THE-JOB TRAINEE	F/A	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00		\$ -
700-70042	F/A RAILROAD FLAGGING	FA	1	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00		\$ -
700-40310	F/A LANDSCAPING	F/A	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00		\$ -
700-70380	F/A EROSION CONTROL	F/A	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		\$ -
700-70587	F/A HAZEROUS WASTE DISPOSAL	F/A	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00		\$ -
700-90080	F/A GAS LINES	F/A	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00		\$ -
700-90090	F/A ELECTRICAL SERVICE	F/A	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		\$ -
700-93352	F/A PEDESTRIAN LIGHTING	F/A	1	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00		\$ -
BID FORM LINE ITEM ENTRY TOTAL COST				\$ 6,212,879.00		\$ 5,894,739.30		\$ 6,197,713.78		\$ 6,222,895.84		\$ 6,295,612.30		\$ 6,521,192.00		\$ 6,598,249.50		\$ 6,984,478.35		\$ 7,043,693.10		\$ 8,565,608.00		\$ 17,940.00	
Total Base Bid Price				\$ 6,212,879.00		\$ 5,894,739.30		\$ 6,197,713.78		\$ 6,222,895.84		\$ 6,295,612.30		\$ 6,521,192.00		\$ 6,598,249.50		\$ 6,984,478.35		\$ 7,043,693.10		\$ 8,565,608.00		\$ 17,940.00	
Amount written in bid						\$ 5,894,739.30		\$ 6,197,137.76		\$ 6,222,895.84		\$ 6,295,053.10		\$ 6,517,668.00		\$ 6,598,249.50		\$ 6,984,478.35		\$ 7,033,147.00		\$ 8,557,508.00			
Total of bid errors						\$ -		\$ 576.02		\$ -		\$ 559.20		\$ 3,524.00		\$ -		\$ -		\$ 10,546.10		\$ 8,100.00			

Unofficial Bid Results

Bid No: 2024-002 - 3rd and Welker Intersection Improvements

Bid Opening:

9/20/24 2:00 PM

Rocky Mountain Bid Net



Company Name	Addendum 1	Addendum 2	10% Bid Bond	Project Total
Jalisco International	X	X	X	\$ 5,894,739.30
DeFalco Construction Co.	X	X	X	\$ 6,197,137.76
Zak Dirt	X	X	X	\$ 6,222,895.84
Mountain Constructors	X	X	X	\$ 6,295,053.10
Chato's Concrete, LLC	X	X	X	\$ 6,517,668.00
GoodLand Construction Inc	X	X	X	\$ 6,594,275.50
Capital	X	X	X	\$ 6,984,478.35
ABC Asphalt	X	X	X	\$ 7,033,147.00
TWX			5%	\$ 8,557,508.00
Empire Demolition & Property Services				Structure Demo Only



Agenda Item Summary

MEETING DATE: October 14, 2024

SUBJECT: **Resolution No. 81-R-2024** – A Resolution of the Town of Mead, Colorado, Delegating Authority to the Town Manager to Administratively Review, Process and Approve (or Conditionally Approve) a Downtown Revitalization Grant for Façade Improvements to the Property Addressed as 333 and 339 Main Street, Mead, CO

PRESENTED BY: Helen Migchelbrink, Town Manager

THROUGH: Marcus McAskin, Town Attorney

SUMMARY

Resolution No. 81-R-2024 (the “**Resolution**”) delegates all necessary authority to the Town Manager, consistent with Section 2-3-120(e)(16) of the *Mead Municipal Code* (“MMC”), to administratively review, process and approve (or conditionally approve) specific future application(s) for grant funds available in the Town’s Downtown Revitalization Façade Grant Program (the “**Grant Program**”).

MEAD VICTORY INVESTMENTS, LLC, a Colorado limited liability company (“**Owner**”) is the current record owner of property commonly known as 333 and 339 Main Street (the “**Subject Property**”) and is a party to that certain Waiver and Release Agreement with the Town of Mead dated March 6, 2024 (the “**Agreement**”).

Section 7.0 of the Agreement provides, in relevant part, as follows:

7.0 Future Grant Applications by Owner

Owner shall be authorized to apply for the Town’s Downtown Revitalization Facade Grant Program (<https://www.townofmead.org/development/page/downtown-revitalization-facade-grant-program>) (the “Program”). Town staff will support Owner’s Program application, provided that the application meets all applicable requirements.

As contemplated in the Agreement, the Owner intends to submit a complete application (the “**Application**”) for available Grant Program qualifying façade and streetscape improvements made to the Subject Property.

BACKGROUND

Downtown Revitalization Grant Program:

The Town created Grant Program on September 12, 2016, by adopting Resolution No. 46-R-2016 (“**Program Resolution**”). The Program Resolution sets forth the Grant Program procedures, including eligibility, application, and approval. The purpose of the Grant Program is to encourage property owners and business owners to invest in downtown Mead through beautification efforts, including beautification of street-facing building facades, in order to improve the architectural character of the downtown.

Pursuant to the Program Resolution, once Staff has reviewed an application and established eligibility, the Staff development review team makes a recommendation to the Downtown Revitalization Committee (“**DRC**”), which subsequently makes a recommendation to the Board of Trustees regarding an application. The DRC is no longer operational, originally created by Town Ordinance No. 770 adopted on April 27, 2015, codified at Mead Municipal Code (“**MMC**”) Chapter 3, Article V, subsequently repealed and replaced without mention of the DRC by Ordinance No. 821 adopted on November 14, 2016.

For this reason, and to avoid the need to bring the Owner’s Application back to the Board in the future for additional review/approval, Staff is requesting that the Board approve the Resolution (delegating all necessary authority to the Town Manager, consistent with MMC Section 2-3-120(e)(16) to administratively review, process and approve (or conditionally approve) the Application for Grant Program funds). Staff is of the opinion that this will ensure that the spirit and intent of Section 7.0 of the Agreement is timely satisfied, while promoting overall administrative efficiency of Town operations.

Grant awards shall not exceed five thousand dollars (\$5,000) per building façade, and the Town funds must be a dollar-for-dollar match for Owner’s qualifying expenditures on street-facing improvements, including: significant long-term improvements to the building exterior, such as painting, cleaning, and façade repair; window repair or replacement; signage; and landscaping and streetscape improvements.

Staff recommends approval of the Resolution.

FINANCIAL CONSIDERATIONS

Pursuant to the Program Resolution, the Town will provide up to \$5,000 (per building façade).

If the Board of Trustees approves the proposed Resolution, the Applicant may qualify for a \$5,000 payment from the Town’s General Fund, specifically the Community Development Department budget (per qualifying building façade on the Subject Property).

STAFF RECOMMENDATION/ACTION REQUIRED

As set forth above, Staff recommends approval of the Resolution. A motion to approve the October 14, 2024 consent agenda will approve the Resolution.

If this matter is pulled from the consent agenda for additional discussion or questions, Town Staff recommends the following motion:

Suggested Motion:

“I move to approve Resolution No. 81-R-2024 – A Resolution of the Town of Mead, Colorado, Delegating Authority to the Town Manager to Administratively Review, Process, and Approve (or Conditionally Approve) a Downtown Revitalization Grant for Improvements to the Property Addressed as 333 and 339 Main Street”

ATTACHMENTS

Resolution No. 81-R-2024

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 81-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, DELEGATING AUTHORITY TO
THE TOWN MANAGER TO ADMINISTRATIVELY REVIEW, PROCESS, AND APPROVE (OR
CONDITIONALLY APPROVE) A DOWNTOWN REVITALIZATION GRANT FOR
IMPROVEMENTS TO THE PROPERTY ADDRESSED AS 333 AND 339 MAIN STREET,
MEAD, CO**

WHEREAS, by Resolution No. 46-R-2016 (“**Program Resolution**”), the Town of Mead (“Town”) established a Downtown Revitalization Grant program (“**Grant Program**”) to provide funding for façade rehabilitation with the goal of encouraging reinvestment in downtown Mead for a vibrant and thriving downtown; and

WHEREAS, the Grant Program is available for properties located along Main Street or Third Street, between Palmer Street on the north and Welker Avenue to the south; and

WHEREAS, the Program Resolution sets out the eligibility, application, and approval standards and requirements for the Grant Program, including review and recommendation regarding approval by the Downtown Revitalization Committee (“**DRC**”), which is no longer operational; and

WHEREAS, specifically, the Town created the DRC by Ordinance No. 770, codified at Mead Municipal Code (“**MMC**”) Chapter 3, Article V, which Article V was subsequently repealed and replaced without mention of the DRC by Ordinance No. 821, adopted on November 14, 2016; and

WHEREAS, the Town previously entered into that certain Wavier and Release Agreement with MEAD VICTORY INVESTMENTS, LLC, a Colorado limited liability company (“**Owner**”) dated March 6, 2024 (the “**Agreement**”) ; and

WHEREAS, Section 7.0 of the Agreement provides, in relevant part, as follows:

7.0 Future Grant Applications by Owner

Owner shall be authorized to apply for the Town’s Downtown Revitalization Façade Grant Program (<https://www.townofmead.org/development/page/downtown-revitalization-facade-grant-program>) (the “**Program**”). Town staff will support Owner’s Program application, provided that the application meets all applicable requirements.

WHEREAS, the Owner intends to submit a complete application for a Downtown Revitalization grant for façade and streetscape improvements to the property located at 333 and 339 Main Street (“**Subject Property**”); and

WHEREAS, the Subject Property is located within the geographic boundaries of the Grant Program, as established by the Program Resolution; and

WHEREAS, the Board of Trustees, consistent with Section 2-3-120(e)(16) of the *Mead Municipal Code* (“MMC”), desires all necessary authority to the Town Manager to administratively review, process and approve (or conditionally approve) the Owner’s grant application (the “**Application**”); and

WHEREAS, the Application shall include, at a minimum:

- depictions of the building(s) façade both before and after the proposed or completed improvements;
- a listing of improvements to the Subject Property that are eligible for Grant Program funds, including façade painting and replacement of façade materials, window repair and replacement, and landscaping and streetscape improvements, as more particularly provided in the Program Resolution (“**Eligible Improvements**”); and
- All necessary receipts for the Eligible Improvements in a format acceptable to the Town Manager.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Town of Mead, Colorado, that:

Section 1. Delegation of Authority to Town Manager. As authorized by MMC Section 2-3-120(e)(16), the Board of Trustees hereby assigns the Town Manager the task of reviewing, processing, and approving (or conditionally approving) the Application. Upon approval of the Application (or upon satisfaction of the condition(s), if any, that the Town Manager may place on the approval of the Application), the Town will reimburse Owner for fifty percent (50%) of Eligible Improvements costs, as verified by receipts and invoices submitted as part of the Application, not to exceed five thousand dollars (\$5,000.00) per existing façade on the Subject Property (each, a “**Grant Reimbursement Payment**”) and in conformance with the parameters of the Program Resolution. As part of the approval of this Resolution, including the delegation of authority to the Town Manager as set forth herein, the Board specifically finds and determines that any work performed by the Owner on the Eligible Improvements prior to the date that the Application is submitted to the Town by the Owner will qualify for reimbursement, notwithstanding language in the Program Resolution to the contrary.

Section 2. No Grant Reimbursement Payment shall be made unless and until a certificate of occupancy has been issued for the Subject Property.

Section 3. Effective Date. This Resolution shall become effective immediately upon approval and adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this Resolution, are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution, nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this Resolution and make not less than one (1) copy of the adopted Resolution available for public inspection during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 14TH DAY OF OCTOBER, 2024.

ATTEST:

TOWN OF MEAD:

By: _____
Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor